

AGENDA



BOARD OF EDUCATION

July 11, 2023

(Immediately following 7:30 p.m. Re-Organizational Meeting)

West Islip High School
One Lions Path

Submitted by:
Dr. Paul Romanelli
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
July 11, 2023

West Islip High School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS / DISCUSSION**
 1. Discussion of Student Delegates
- 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 June 20, 2023 Planning Session.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) Committee on Special Education/Preschool Special Education Recommendations
re: classification/placement/I.E.P. modifications of students as delineated
 - B) Policy Committee
 1. *Annual Review:*

No. 5412	Purchasing Procedures
No. 5421	Procurement of Goods and Services
No. 5610	Insurance
No. 5623	Use of School Owned Materials and Equipment
No. 5683	Districtwide Safety Committee
No. 6150	Alcohol, Drugs and Other Substances {School Personnel}
No. 7320	Alcohol, Drugs and Other Substances {Students}
 2. Code of Conduct – Second Reading
- IX. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Tax Anticipation Resolution re:
Authorizing the issuance of not to exceed \$25,000,000 Tax Anticipation Notes in anticipation of the receipt of taxes levied or to be levied for the fiscal year ending June 30, 2024
 - C) Approval of Requests for Proposal
 1. RFP #632 Bagels
 2. RFP #625 Bread
 3. RFP #623 Coffee with Equipment
 4. RFP #612 Dairy
 5. RFP #608 Direct Diversion
 6. RFP #591 Dishwasher Cleaning Supplies
 7. RFP #617 Groceries
 8. RFP #630 Frozen
 9. RFP #609 Ice Cream with Equipment
 10. RFP #615 Meat
 11. RFP #616 Paper, Disposables & Cleaning Supplies
 12. RFP #618 Snacks - Smart
 13. RFP #619 Snacks – Non-Compliant
 14. RFP #611 Student Beverages without Equipment

IX. BUSINESS ITEMS, continued**D) Approval of Contracts**

1. Access 7 Services, Inc. Consultant Services 2023-2024
2. Brookville Center for Children's Services, Inc. Special Education 2023-2024
3. Center for Developmental Disabilities Consultant Services 2023-2024
4. DaVinci Education and Research, LLC Consultant Services 2023-2024
5. Developmental Disabilities Institute Consultant Services 2023-2024
- 6.. Eden II School for Autistic Children Special Education 2023-2024
7. Hilary Gomes, Ph.D. Consultant Services 2023-2024
8. Kidz Educational Services SLP, OT, PT, LMSW, Psychology, Audiology PLLC Consultant Services 2023-2024
9. Long Island Developmental Consulting, Inc. (LIDC) Consultant Services 2023-2024
10. Metro Therapy Consultant Services 2023-2024
11. Milestones in Home Care, Inc. Consultant Services 2023-2024
12. Nassau Suffolk Services for the Autistic, Inc. / The Martin C. Barell School – Consultant Services 2023-2024
13. Nassau Suffolk Services for the Autistic, Inc. / The Martin C. Barell School – Special Education 2023-2024
14. NYSARC, Inc. Suffolk Chapter Special Education 2023-2024
15. Tender Age Pediatric Therapies Consultant Services 2023-2024
16. United Cerebral Palsy Association of Greater Suffolk, Inc. Special Education 2023-2024

E. Approval of Surplus

1. Chemistry books - West Islip High School
2. Miscellaneous books – Beach Street Middle School
3. Baritone horn – Manetuck Elementary
4. Pizza warmer – West Islip High School

X. PRESIDENT'S REPORT

- A) Approval of R.S. Abrams & Co., LLP 2023-2024 Engagement Letter
- B) Approval of resolution re: Section 103-a of the Public Officers Law authorizing the West Islip Board of Education to authorize the use of videoconferencing to conducts its public meetings

XI. SUPERINTENDENT'S REPORT**XII. NOTICES/REMINDERS****XIII. OTHER ITEMS FOR BOARD MEMBERS INFORMATION**

XIV. 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.*

XV. 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.*

XVI. CLOSING - Adjournment

PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
June 20, 2023 – Beach Street Middle School Media Center

AGENDA ITEM V.
MINUTES
RM 7/11/2023

PRESENT: Mr. Tussie, Mr. Antonello, Mrs. Brown, Mrs. Kelly, Mrs. Marks, Mr. McCann

ABSENT: Mr. Maginniss

ADMINISTRATORS: Dr. Romanelli, Mrs. Morrison, Mrs. Pellati

ABSENT: None

ATTORNEY: None

Meeting called to order at 7:30 p.m.

APPROVAL OF MINUTES

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve the minutes of the June 8, 2023 Regular Meeting.

ANNOUNCEMENTS

PERSONNEL

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve ADMINISTRATIVE: PROBATIONARY APPOINTMENT: Amanda Harvey, Principal, effective July 1, 2023 to June 30, 2027 (Oquenock; \$150,000; replacing Jack Maniscalco {retired}).

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve ADMINISTRATIVE: PROBATIONARY APPOINTMENT: Brittany Probst, Assistant Principal, effective July 1, 2023 to June 30, 2027 (High School; \$131,500; replacing Donna Flynn {reassigned}).

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve ADMINISTRATIVE: PROBATIONARY APPOINTMENT: Renee Bades-Sanchez, Director of Science and Engineering Technology, effective July 1, 2023 to June 30, 2027 (Districtwide; \$145,000; replacing Debbie Langone {resigned}).

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve ADMINISTRATIVE: PROBATIONARY APPOINTMENT: Lindsey Ednick, Assistant Director Special Education, effective July 1, 2023 to June 30, 2027 (Districtwide; \$131,500; new position).

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: REGULAR SUBSTITUTE: Katlyn Colace, World Languages, effective September 1, 2023 to June 30, 2024 (High School; Step 5¹; replacing Sarah Willmann {LOA}).

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE FOOD SERVICE WORKER (\$15.00/HR.): Carol Brennen, effective August 31, 2023; *JoAnna DeRosa, effective August 31, 2023; Jacqueline Signorelli, effective August 31, 2023.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve OTHER: CIVIC ENGAGEMENT 2023-2024: Justin Arini, Coordinator (\$2,787/year).

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve OTHER: CLUBS/ADVISORS 2022-2023: DISTRICTWIDE: Director, Chamber Orchestra, Udall - Milton Bonilla.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve OTHER: DEAN 2023-2024: Richard Ippoliti, effective September 1, 2023 (High School).

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

TEACHING ASSISTANTS

TA-1

RESIGNATION

Colette Davies, Special Education
Effective July 1, 2023
(Udall)

**CIVIL
SERVICE**

CL-1

PROBATIONARY APPOINTMENT

Teri Brett, Cafeteria Aide
Effective September 1, 2023
(Bayview; Step 1; replacing Mary Baritis {retired})

Vanessa Carballo, Office Assistant
Effective June 26, 2023
(Paul J. Bellew; Step 1; replacing Melissa Fiore {resigned})

Katherine Griesmeyer, Part-Time Food Service Worker
Effective August 31, 2023
(Paul J. Bellew; \$16.22/hr; replacing Maria Vangeli {reassigned})

CL-2

RESIGNATION

Carol Churpita, Senior Office Assistant
Effective June 29, 2023
(District Office)

CL-3

RESIGNATION (AMENDED)

Nicole Daley, Special Education Aide
Effective June 8, 2023
(High School; change in date from June 17, 2023)

CL-4

RETIREMENT

JoAnna DeRosa, Part-Time Food Service Worker
Effective June 26, 2023
(31 years)

Robert Guberski, Custodial Worker I
Effective July 1, 2023
(29 years)

Margaret Scharf, Office Assistant
Effective July 29, 2023
(9 years)

CL-5

SUBSTITUTE CUSTODIAN (\$15.00/hr)

John Alvarado, effective June 21, 2023
Sean Cassidy, effective June 21, 2023
*Jael Fernandez, effective June 21, 2023
Matthew Ferro, effective June 21, 2023

**Conditional pending fingerprinting clearance*

OTHER

MIDDLE SCHOOL SUMMER ACADEMY PROGRAM 2023

Teachers

Cara Douglas
Paige Fogarty
Molly Healy

Elizabeth Kelly
Karen McCarthy
Maria Papakonstanis

PERMANENT SUBSTITUTE TEACHER RESIGNATION

Holly Gozinsky
Effective June 24, 2023
(Oquenock)

Isabella Lumley
Effective June 24, 2023
(Oquenock)

REGENTS REVIEW SUMMER 2023

Chris Salerno, Algebra 1
Brian Daniels, Biology
Danielle Dischley, Biology
Brian Daniels, Chemistry
Brian Haldenwang, Chemistry
Danielle Dischley, Earth Science
Savannah Rinne, English
Nancy Yost, Geometry
Ed Jablonski, Global
Michael Krasnicki, Global
Ed Jablonski, US History

OTHER
continued

SUBSTITUTE TEACHER (\$130 per diem)

Paige Azzariti, effective September 5, 2023, *student teacher*
Gabriella Bianchino, effective September 5, 2023, *student teacher*
Jake Citarella, effective September 5, 2023, *student teacher*
Danielle DeAntonio, effective September 6, 2023, *student teacher*
Samantha Ehmann, effective September 6, 2023, *student teacher*
*Tara Langford, effective September 5, 2023, *student teacher*
Ashley Lopez, effective September 6, 2023, *student teacher*
Anthony Page, effective September 5, 2023, *student teacher*
Alyssa Rancke, effective September 6, 2023, *student teacher*
Jennifer Savino, effective September 6, 2023, *student teacher*
Allison Terrill, effective September 5, 2023, *student teacher*
*Ashleigh Tortorice, effective September 5, 2023, *student teacher*
Allison Weston, effective June 21, 2023

**Conditional pending fingerprinting clearance*

SPECIAL EDUCATION – ESY RELATED SERVICE PROVIDERS
SUMMER 2023

Teachers

Kasey Connelly	Christie Rendio-
Alexa Pontillo	Cusanelli
	Megan Rooney

Speech Pathologist

Katherine Bayern

Behavior Specialist

Theresa Mercado

Aides

Margaret Barth	Shari Marano
Florence Burns	Tara Miller
Kimberly Degere	Marianna Pascarella
Patti DiMino	Jean Pozzini
Annemarie Flynn	Annette Rossi
Jennifer Held	Alyssa Siciniski

Substitute Aide

Kathleen Slayback

Nurse

Sharon Kerrigan

Bus Paraprofessional

Jean Pozzini
Annette Rossi
John Latkowski

SUMMER INVESTIGATIONS PROGRAM 2023

Teachers

Kristen Amoia	Kayla Covello	Jade Lawrence
Tim Bauernfeind	Tammy Dragelin	Kelly Minicozzi
Kristen Bergin	Danielle Ferruggiari	Maria Papakonstantis
Danielle Blaise	Paige Fogarty	Christina Puglisi
Michelle Bonkov	Paige Gillespie	Marybeth Qualliotine
Rebecca Burseson	Mollie Healey	Louis Riley
Gianna Covello	Annamarie Katzer	

OTHER,
continued

Teaching Assistants

Pam Gaffney

Aides

Lindsay Aumock	Jennifer Fortune	Diane McKeon
Ava Catapano	Louise Guastella	Donna Minieri
Linda Daniels	Courtney Kuzmiak	Michelle Varley
Jennifer Dolan	Kimberly Librizzi	Jennifer Wormuth

ENL SERVICE PROVIDER SUMMER 2023

Katrina Bausch

SUMMER SCHOOL 2023

Amanda Schilling, Algebra I
Daniel Codispoti, Algebra II
Edward Jablonski, American History
Michael Fusaro, Biology
Michael Fusaro, Chemistry
Michael Fusaro, Earth Science
Dawn Divisconti, English 10& 11
David Gershfeld, English 10 & 11
Savannah Rinne, English 10 & 11
Amanda Schilling, Foundations of Advanced Math
Daniel Codispoti, Geometry
Edward Jablonski, Global 9
Michael Krasnicki, Global 10

SUMMER RECREATION CAMP 2023

John Mullins, Director
Timothy Horan, Assistant Director
Debra Federico, Clerical Support
Laurie Luquer, Nurse
Debra Costantino, Lead Crafts Counselor
Sophia Stokkeland, Art Teacher

Camp Counselors

Isabella Artusa	Gina DeMasi	Taylor Moran	Alexa Reale
John Cannistra	Alex Dumitru	Karah Mullins	Taylor Riley
Brianna Compitello	Caitlin Krupski	Madison Nicolosi	Nicole Russo
Akeceliah Coombs	Amy Leonard	Mia Nicolosi	Caitlin Salus
Alex Czarnomski	Milayna Litrenta	Kadyn Olson	Kyle Shierant
Shannon Daley	Aiden Mackin	Julia O'Sullivan	Julia Schmidt
Christina D'Achille	Dean Miller	Victoria Recenello	Erin Thaxter
Joe D'Angelo	Grace Mineo	Vincenza Robiglio	Isabella Tussie
			Sahara Ukaiki

Student Volunteers

Summer Carosella Ryan Washington
McKenna Miller

OTHER,
continued

WEST ISLIP SPORTS ACADEMY SUMMER CAMPS 2023

Pat Plompen, Clerical Support

BOYS BASKETBALL

Tom Cross, Director
Richard Zeitler, Assistant Director
John T. Denninger, Assistant Director

BOYS VOLLEYBALL

John Schrank, Director
Erin Harris, Assistant Director
Matthew Sullivan, Assistant Director
Steven Schrank, Coach

CHEERLEADING

Dina Barone, Director
Lauren Brady, Assistant Director
Jennifer Basile, Coach
Jillian Bohnaker, Coach

Volunteer Counselors

Aneliese Ammirata	Caleigh Ferraro	Gianna Longo
Emerson Ammirata	Kayla Friaglia	Madison Madonia
Cate Aniano	Ava Gabrell	Abbey Miller
Brenna Balkunas	Lila Gmelch	Alex Mortarella
Kaleigh Barany	Gianna Guadagnino	Ashley-Rose Prefontaine
Riley Bedell	Sammie Guercio	Ally Sesto
Charlotte Begg	Nikki Isolano	Jenna Tyler
Rachel DeLuca	Christine Lombardi	Ava Verderosa
		Gabby White

GIRLS BASKETBALL

Christopher Scharf, Director
Kristen Doherty, Assistant Director
Kevin Osborn, Assistant Director
Peyton Ryan, Counselor
Brynn Scharf, Counselor

GYMNASTICS

Maryann McGrade, Director
Gina Calderone, Assistant Director

Counselors

Cassidy Cullen	Olivia Marker	Victoria Mueller
Amelia DiBenedetto	Becky McCann	Katie Tapp
Grace Iehle	Emily McGrade	Sophia Ward

OTHER, continued

Volunteer Counselors

Emily Ball	Cameron Giorgianni	Victoria Lopez
Leah Bilozur	Ariah Grabhorn	Lena Okurowski
Dana Dileo	Callie Jones	Jenna Tussie

SOFTBALL

Colleen Reilly, Director
John T. Denninger, Assistant Director
Steven Fasciani, Assistant Director
Tara Annunziata, Coach
Keri Blum, Coach

Counselors

Tori Brower	Christina Hughes	Alex Michaluk
Annic Chambers	Lauren Lettieri	Stephanie Olivieri
Katerina DaSilva	Amanda Librizzi	Julia O'Sullivan
Katie Fix	Camryn Mariano	Kayla Sauers
Caitlyn Herzing	Maureen McMahon	Krista Sgambati
		Allison Weston

Volunteer Counselors

Emily Bourous
Leah Giana

WRESTLING

Nicholas LaGiglia, Director
John Ferrara, Assistant Director
Thomas Longobardi, Assistant Director
Robert Ulrich, Assistant Director
Paul Vassataro, Assistant Director
Jason Lella, Coach

SWIM PROGRAM AND SWIM TEAMS 2023-2024

Colleen Reilly, Director
John T. Denninger, Assistant Director
Daniel Gschwind, Assistant Director
Edward Jablonski, Assistant Director
Thomas Loudon, Assistant Director
Jeremy Robertson, Assistant Director

Lifeguards

Angela Acosta	Patrick Lynam
Nico Acquista	Kevin McCabe
Alexa Alvarado	Lauren McCann
Angelina Amatulli-Griffith	Alexander Montes
William Antippas	Kathryn Mushorn
Shawn Boyle	Joseph Pace
Salvatore Calderone	Lea Parascandola
Michael Cea	Christopher Piropato
Makayla Comer	Mason Plouffe
Logan Coppola	Ciaran Pollard

Lifeguards - continued

Braedon Dedcovich	Vincent Puglisi
Dominic Delta	Isabella Randazzo
Makenna Gagliardi	Nicholas Scarmozzino
Anghelo Hernandez	Angelina Shannon
Kaden Heyman	Courtney Skahill
Caylee Klimuszko	Seamus Smith
Sasha Lavrosky	Daniel VonThaden

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Cullen & Danowski Engagement Letter for Risk Assessment for fiscal year ending June 30, 2024.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Volz & Vigliotta, PLLC - General Counsel Services Agreement July 1, 2023 - June 30, 2024.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve resolution re: Scholarship Donation from Suffolk Association of School Business Officials - \$500.00 – WIUFSD.

DONATION:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$500.00 from Suffolk Association of School Business Officials, to be awarded to High School students selected by the District.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve WITA Memorandum of Agreement re: Negotiated Agreement ~ July 1, 2023 – June 30, 2027.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve resolution re: bid jointly on Food Service Commodities, Food and Food Service Supplies 2023-2024 (resolution in supplemental file).

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve resolution re: 2023-2024 Income Eligibility Guidelines for Free and Reduced Lunch (resolution in supplemental file).

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve resolution re: 2023-2024 School Breakfast Program Exemption.

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 2023-2024 school year.

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

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve surplus items – miscellaneous books – Bayview Elementary and chemistry books at the West Islip High School.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve SEDCAR ARP Contract 2021-2023 – Suffolk County Department of Health Services.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Stipulation of Settlement and Release – Student “A”.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve East Moriches UFSD – Instructional Contract July 1, 2023 – August 31, 2023.

POLICY

Policy Updates:

A *second reading* was done on the following policies: No. 3320 - Confidentiality of Computerized Information; No. 3321 - Information and Data Privacy, Security, Breach and Notification Regulation; No. 4212 Table of Organization; No. 7224 Civic Engagement Requirement (formerly Community Service Requirement); No. 7512 Student Health Services; No. 8331 – Controversial Issues.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Policy No. 3320 – Confidentiality of Computerized Information.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Policy No. 3321 – Information and Data Privacy, Security, Breach and Notification Regulation.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Policy No. 4212 – Table of Organization.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Policy No. 7224 Civic Engagement Requirement (formerly Community Service Requirement).

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Policy No. 7512 – Student Health Services.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Policy No. 8331 – Controversial Issues.

A first reading took place on Code of Conduct.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to adjourn to Executive Session at 7:46 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:30 p.m. on motion by Richard Antonello, seconded by Peter McCann and carried when all board members present voted in favor.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve resolution re: the retirement of James Como and the WITA Memorandum of Agreement dated June 17, 2023 with the West Islip Teachers Association.

Resolved, The Board of Education hereby approves the memorandum of agreement dated June 17, 2023 with the West Islip Teachers Association and James Como regarding convertibility of unused sick leave and retirement, and authorizes the Board President to execute it on behalf of the District.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve resolution re: Amendment to the Benefits for Confidential Employees effective July 1, 2023.

Resolved, The Board of Education hereby approves the Amendment to the Benefits for Confidential Employees effective July 1, 2023 as follows.

AMENDMENT TO BENEFITS FOR CONFIDENTIAL EMPLOYEES

Effective July 1, 2023

The Stipend provision set forth in Article II – Longevity & Stipend is modified to state:

Stipends – Employees as defined herein shall receive an annual stipend of \$4,500. The confidential stipend will increase by \$500 after (5) years, \$750 after ten (10) years, \$1,000 after fifteen years and \$1,250 after twenty (20) years in confidential position. The effective date of the increases shall be the anniversary date of hire in a confidential position. In addition, confidential employees who possess a Master's Degree shall receive an annual stipend of \$1,250. The stipend payments set forth in this paragraph shall be added to the base salary.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve resolution re: approving Memorandum of Agreement 6/20/2023 regarding additional days worked with West Islip Association of School Administrators.

BE IT RESOLVED, that the Board of Education of the West Islip UFSD hereby approves the Memorandum of Agreement concerning the rate of pay for additional days worked with the West Islip Association of School Administrators dated June 20, 2023, and authorizes the Superintendent to sign the agreement.

Meeting adjourned at 8:34 p.m. on motion by Richard Antonello, seconded by Peter McCann and carried when all board members present voted in favor.

Meeting reconvened at 8:35 p.m. on motion by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to adjourn to Super-Executive Session at 8:35 p.m.

Meeting reconvened at 8:50 p.m. on motion by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor.

Meeting adjourned at 8:50 p.m. on motion by Richard Antonello, seconded by Peter McCann 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

Brandon Cohen, Psychologist
Effective September 1, 2023 to August 31, 2027
(High School; Step 0.5 ⁴, Replacing John Guerriero {Resigned})

Danielle Sadusky, Special Education
Effective September 1, 2023 to August 31, 2027
(Manetuck, Step 5 ⁸, Replacing Megan Rooney {Reassigned})

Amanda Maglione, Special Education
Effective September 1, 2023 to August 31, 2027
(Manetuck; Step 1 ⁴, Replacing Kristen Florea {Reassigned})

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 PROBATIONARY APPOINTMENT (AMENDED)

Cara Douglas, Elementary
Effective August 31, 2021 to August 30, 2025
(Paul J Bellew; change in effective date from August 31, 2021 to August 30, 2024)

Louis Riley, Elementary
Effective August 31, 2021 to August 30, 2025
(Manetuck; change in effective date from August 31, 2021 to August 30, 2024)

T-3 LEAVE OF ABSENCE (unpaid)

Amanda Felix-Milks, Special Education
Effective September 1, 2023 through June 30, 2024
(Manetuck)

T-4 REGULAR SUBSTITUTE

Tracy Suczewski, English
Effective September 1, 2023 through June 30, 2024
(Udall; Step 1 ¹; Replacing Jaclyn Jacobs {LoA})

Christie Rendino-Cusanelli, Special Education
Effective September 1, 2023 through June 30, 2024
(Manetuck; Step 0.5 ¹; Replacing Amanda Felix-Milks {LoA})

Catherine Seale, Social Worker
Effective September 1, 2023 through January 2, 2024
(Paul J Bellew; Step 0.5 ⁴; Replacing Rachel Russell {LoA})

TEACHERS, continued

T-4 REGULAR SUBSTITUTE, continued

Grixon Moreira, World Languages
Effective September 1, 2023 through June 30, 2024
(High School; Step 1¹; Replacing Elizabeth Daddi {LoA})

TEACHING ASSISTANTS

TA-1 RESIGNATION

Mollie Healey, Science
Effective September 1, 2023
(Paul J Bellew)

CIVIL SERVICE

CL-1 PROBATIONARY APPOINTMENT

Justine Gonzales, Part-Time Food Service Worker
Effective August 31, 2023
(Manetuck; \$16.22/hr; replacing Jennifer Mackin {reassigned})

*Ashleigh Nieves, Part-Time Food Service Worker
Effective August 31, 2023
(Beach Street; \$16.22/r; replacing Charlene DiCicco {reassigned})

AnnMarie Pecorella, Part-Time Food Service Worker
Effective August 31, 2023
(Oquenock; \$16.22/hr; replacing Olga Alma Cruz {reassigned})

*Donna Vasaturo, Part-Time Food Service Worker
Effective August 31, 2023
(Beach Street; \$16.22/hr; replacing Nancy Frederick {resigned})

CL-2 RESIGNATION

Jessica Churpita, Cafeteria Aide
Effective June 24, 2023
(Paul J. Bellew)

CL-3 RETIREMENT

Ralph T. Fabrizio, Head Custodian
Effective August 31, 2023
(23 years)

CL-4 SUBSTITUTE CLERICAL (\$15.00/hr)

Margaret Scharf, effective July 29, 2023

**Conditional pending fingerprinting clearance*

CIVIL SERVICE, continued

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

Robert Schwartz, effective July 12, 2023

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

Laura Sciortino, effective July 12, 2023

OTHER

NEW TEACHER PROGRAM 2023-2024

Michelle Walsh, Coordinator

REGENTS REVIEW SUMMER 2023

Kayla Reynolds, Algebra 1
Kristie Ferruzzi, Science
David Moglia, Social Studies

SUMMER INVESTIGATIONS PROGRAM 2023

Aides

Anne Marie Bello
Jeanine DiMaio
*Danielle Minieri
Althea Shono

SUMMER RECREATION AND SPORTS ACADEMY CAMPS
HOURLY RATES 2023

Director/Co-Director, \$75
Assistant Director, \$60
Lead Coach, \$40
Coach, \$30
Lead Counselor, \$20
Counselor, \$15
Nurse, \$30
Aide, \$22

SUMMER RECREATION CAMP 2023

Camp Counselors
Olivia Antoniello
Daniella Baloga
Summer Carosella

**Conditional pending fingerprinting clearance*

OTHER, continued

WEST ISLIP SPORTS ACADEMY SUMMER CAMPS 2023

GYMNASTICS

Leah Bilozur, Counselor
Ava Bomberger, Volunteer Counselor
Juliet LeClaire, Volunteer Counselor
Katelyn Mercorella, Volunteer Counselor

SWIM PROGRAM AND SWIM TEAMS 2023-2024

Ryan Carlson, Lifeguard
Alex Rutigliano, Lifeguard

SUBJECT: PURCHASING PROCEDURES

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

Purpose

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

Procedures for determining Whether Procurement are Subject to Bidding

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

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

Statutory Exceptions From These Policies and Procedures

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

SUBJECT: PURCHASING PROCEDURES, *continued*

Methods of Competition to be Used for Non-Bid Procurement

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

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

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

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

Awards to Other Than Lowest Responsible Dollar Offerer

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

SUBJECT: PURCHASING PROCEDURES, *continued*

Awards on the Basis of Best Value

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

Input from Officers

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

Annual Review

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

Unintentional Failure to Comply

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

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

SUBJECT: PROCUREMENT OF GOODS AND SERVICES

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

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

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

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

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

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

SUBJECT: INSURANCE

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

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

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

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

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

SUBJECT: USE OF SCHOOL-OWNED MATERIALS AND EQUIPMENT

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

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

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

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

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

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

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

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

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

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

Education Law Section 414

SUBJECT: DISTRICTWIDE SAFETY COMMITTEE

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

Powers and Duties of the Districtwide Safety Committee

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

Safety Director: Powers and Duties

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

Complaints and State Inspectors

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

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

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

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

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

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

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

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

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

SUBJECT: ALCOHOL, DRUGS AND OTHER SUBSTANCES (STUDENTS)

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

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

Primary Prevention

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

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

Intervention

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

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

Disciplinary Measures

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

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

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

Implementation, Dissemination and Monitoring

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

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

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

West Islip Union Free School District

CODE OF CONDUCT

DRAFT

Revised/Approved by BOE May 2023

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I. INTRODUCTION

“The Board of Education shall adopt and amend a code of conduct for the maintenance of order on school property, including a school function, which shall govern the conduct of students, teachers, and other school personnel as well as visitors and shall provide for the enforcement thereof.” (Project SAVE, Section 2801 of Education Law).

Effective July 1, 2012, Education Law 12(2) provides that, “No student shall be subjected to harassment by employees or students on school property or at a school function; nor shall any student be subjected to discrimination based on a person’s actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, or sex by school employees or students on school property or at a school function.” Education Law 12(1).

The intent of the amended Dignity for All Students Act (Dignity Act) is to provide all public school students with an environment free from harassment, bullying (including cyber bullying) and discrimination, as well as to foster civility in public schools. The Dignity Act focuses on the prevention of discriminatory behaviors, including harassment/bullying, through the promotion of educational measures meant to positively impact school culture and climate.

The West Islip School District is committed to an orderly and stimulating learning environment for all students. The right to learn and teach in an educational setting that is safe, free from disruption, and conducive to learning is essential. The circumstances of such a learning atmosphere are dependent upon a sustained and cooperative effort on the part of students, parents, teachers, administrators, and support staff. To this end, the following District Code of Conduct has been established. Additionally, we believe that the District should recognize students who demonstrate appropriate and outstanding behavior. Exemplary behavior should be recognized at every opportunity. Responsible behavior by students, teachers, district personnel, parents, and other visitors is essential to achieving this goal.

With that end in mind then, the Board of Education recognizes it is necessary to adopt this code of conduct to define acceptable behavior on school property and at school functions by students, staff, parents, and visitors.*

* Note: This code of conduct has been written to meet the requirements of Project SAVE legislation (NYS Education Law§ 2801); Section 100.2 (1) of the Commissioner’s Regulation and NYCRR 100 2(1) (2) iiq (DASA); and NYS Education Law§ 3201-a that prohibits discrimination based on sex with respect to admission into or inclusion in courses of instruction and athletic teams. Unless otherwise noted, all statutory references in the code are to Education Law.

Dignity Act Coordinator (DAC)

The Dignity Act requires that at least one staff member at every school be thoroughly trained to handle human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, and sex (Education Law § 13[3]). This staff member should be referred to as the Dignity Act Coordinator (DAC) and is appointed by the Board of Education.

The name(s) and contact information for the Dignity Act Coordinator(s) shall be shared with all school personnel, students, and persons in the parental relation by listing such information in the Code of Conduct. This information shall also be included in the plain language summary of the Code of Conduct, or to parents or persons in parental relation at least once per school year in a manner determined by the school, including through electronic communication and/or sending such information home with students. A change in the name and/or contact information of a Dignity Act Coordinator shall not be deemed to constitute a revision to the Code of Conduct so as to require a public hearing.

Bayview Elementary School	John Mullins	(631) 504-5600
Manetuck Elementary School	Vanessa Williams	(631) 504-5640
Oquenock Elementary School	TBD	(631) 504-5660
Paul J. Bellew Elementary School	Rhonda Pratt	(631) 504-5680
Beach Street Middle School	Andrew O’Farrell	(631) 930-1600
Udall Road Middle School	Daniel Marquardt	(631) 930-1650
West Islip High School	Anthony Bridgeman	(631) 504-5800

II. DEFINITIONS

“Assigned Sex at Birth” refers to the sex designation, usually “male” or “female,” assigned to a person when they are born.

“Bullying” is intentional harmful behavior initiated by one or more students and directed toward another student. Bullying exists when a student with more social and/or physical power deliberately dominates and harasses another who has less power. Bullying is unjustified and typically is repeated. Bullying differs from conflict. Bullying involves a power imbalance element wherein one or more students target a student who has difficulty defending him or herself. Bullying can take many forms.

Examples of Bullying:

Normal social conflict will occur among friends occasionally. These are often accidental, not serious, and leave both parties with an equal emotional reaction. Remorse is shown and effort will be put into solving the problem.

“Cisgender” is an adjective describing a person whose gender identity corresponds to their assigned sex at birth.

“Cyberbullying” means harassment/bullying, as defined above, through any form of electronic communication.

Acts of harassment and bullying that are prohibited include those acts based on a person’s actual or perceived membership in the following groups including, but not limited to:

- race
- color
- weight
- national origin
- ethnic group
- religion
- religious practice
- disability
- sex
- sexual orientation
- gender (which includes a person’s actual or perceived sex, as well as gender identity and expression)

“Disability” means (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques or (b) a record of such an impairment or (c) a condition regarded by others as such an impairment, provided, however, that in all provisions of this article dealing with employment, the term must be limited to disabilities which, upon the provision of reasonable accommodations, do not prevent the complainant from performing in a reasonable manner the activities involved in the job or occupation sought or held (Education Law §11[4]) and Executive Law §292[21]).

“Discrimination” means discrimination against any student by a student or students and/or employee or employees on school property or at a school function including but not limited to, discrimination based on a person’s actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex.

“Disruptive student” means an elementary or secondary student under the age of 21 who is substantially disruptive of the educational process or substantially interferes with the teacher’s authority over the classroom.

“Emotional harm” that takes place in a context of “harassment or bullying” means harm to a student’s emotional well-being through creation of a hostile school environment that is so severe or pervasive as to unreasonably and substantially interfere with a student’s education.

“Employee” means any person receiving compensation from a school district or employee of a contracted service provider or worker placed within the school under a public assistance employment program, pursuant to Title IX-B or Article 5 of the Social Services Law, and consistent with the provisions of such title for the provision of services to such district, its students or employees, directly or through contract, whereby such services performed by such person involve direct student contact (Education Law §§11[4] and 1125[3]).

“Gender” means a person’s actual or perceived sex and includes a person’s gender identity or expression (Education Law §11[6]).

“Gender expression” is the manner in which a person represents or expresses gender to others (names and pronouns), often through behavior (use of spaces such as restroom, locker room, etc.), clothing, hairstyles, activities, voice, or mannerisms.

“Gender identity” is a person’s gender-related identity whether or not that gender-related identity is different from that traditionally associated with the person’s physiology or assigned sex at birth. Everyone has a gender identity.

“Gender nonconforming” (GNC) is a term used to describe people whose gender expression differs from stereotypic expectations. The terms “gender variant” or “gender atypical” are also used. Gender nonconforming individuals may identify as male, female, some combination of both, or neither.

“Harassment/bullying” means the creation of a hostile environment by conduct or by threats, intimidation or abuse, including cyberbullying as defined in Education Law §11(8), that

1. has or would have the effect of unreasonably and substantially interfering with a student’s educational performance, opportunities or benefits, or mental, emotional or physical well-being; or
2. reasonably causes or would reasonably be expected to cause a student to fear for his or her physical safety; or
3. reasonably causes or would reasonably be expected to cause physical injury or emotional harm to a student; or
4. occurs off school property and creates or would foreseeably create a risk of substantial disruption within the school environment, where it is foreseeable that the conduct, threats, intimidation or abuse might reach school property.

For purposes of this definition, the term “threats, intimidation or abuse” shall include verbal and non-verbal actions (Education Law §11[7]).

“Parent” means parent, guardian, or person in parental relation to the student.

“Restorative Discipline” is a prevention-oriented approach that fosters consensus-based decisions to resolve Code of Conduct violations. This approach builds systems that address misbehavior and harm in a way that strengthens relationships and focuses on the harm done rather than only rule breaking. This approach enhances accountability, collaborative problem solving, responsibility, and empowers change and growth for all members of the community.

“School Property” means in or within any building, structure, athletic playing field, playground, parking lot, or land contained within the real property boundary line of a public elementary or secondary school; or in or on a school bus (Education Law §11[1]),

“School Bus” means every motor vehicle owned by a public or governmental agency or private school and operated for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity, to or from school or school activities, or, privately owned and operated for compensation for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity to or from school or school activities (Education Law §11[1]) and Vehicle and Traffic Law §142).

“School Function” means a school-sponsored extra-curricular event or activity (Education §11[2]).

“Sexual Orientation” means actual or perceived heterosexuality, homosexuality, or bisexuality (Education Law §11[5]). A person’s emotional, sexual and spiritual attraction to other people based on the gender of the other person. Sexual orientation is not the same as gender identity. Not all transgender youth identify as gay, lesbian or bisexual, and not all gay, lesbian and bisexual youth display gender-nonconforming characteristics.

“Transgender” is an adjective describing a person whose gender identity does not correspond to their assigned sex at birth.

“Transition” is the process by which a person socially, medically, and legally aligns their gender expression more closely to their actual gender identity and away from that associated with their assigned sex at birth.

“Violent student” means a student under the age of 21 who:

1. Commits, or threatens to commit, an act of violence upon a school employee, or attempts to do so.
2. Commits, or threatens to commit, while on school property or at a school function, an act of violence upon another student or any other person lawfully on school property or at a school function, or attempts to do so.
3. Possesses, while on school property or at a school function, a weapon.
4. Displays, while on school property or at a school function, what appears to be a weapon.
5. Threatens, while on school property or at a school function, to use a weapon.
6. Knowingly and intentionally damages, destroys, or threatens to damage or destroy, the personal property of any school employee or any person lawfully on school property or at a school function.
7. Knowingly and intentionally damages, destroys, or threatens to damage or destroy, school property.

“Weapon” means a firearm as defined in 18 USC 921 for purposes of the Guns-Free Schools Act. It also means any other gun, BB gun, pistol, revolver, shotgun, rifle, machine gun, disguised gun, dagger, dirk, razor, stiletto, switchblade knife, gravity knife, brass knuckles, sling shot, metal knuckle knife, box cutter, cane sword, electronic dart gun, Kung Fu star, electronic stun gun, pepper spray or other noxious spray, explosive or incendiary bomb or any other device, instrument, material or substance that can cause physical injury or death.

III. STUDENT’S RIGHTS AND RESPONSIBILITIES

A. Student Rights

The district is committed to safeguarding the rights given to all students under state and federal law. In addition, to promote a safe, healthy, orderly and civil school environment, all district students have the right:

1. to attend school in a positive, safe, clean, and supportive environment.
2. to take part in all District activities on an equal basis regardless of race, perceived race, color, national origin, weight, ethnic group, sex, religion, religious practices, gender, sexual orientation, or disability.
3. to present his/her version of the relevant events to school personnel authorized to impose a disciplinary penalty in connection with the imposition of the penalty.
4. to receive a copy of the school rules, and when necessary, receive an explanation of the rules from school personnel.

B. Student Responsibilities

Each district student has the responsibility:

1. to contribute to maintaining a safe, clean, and orderly school environment that is conducive to learning.
2. to show respect to other persons and to property.
3. to be familiar with and abide by all district policies, rules and regulations dealing with student conduct.
4. to punctually attend school every day unless they are excused, and to be in class, on time, prepared to learn.
5. to work to the best of their ability in all academic and extracurricular pursuits, and strive toward their highest level of achievement possible.
6. to respond to direction given by teachers, administrators, and other school personnel in a respectful, positive manner.
7. to develop mechanisms to control their anger.
8. to ask questions in class or in extra help when they do not understand.
9. to seek help in resolving problems that might lead to disruptions of a safe and orderly school environment.
10. to dress appropriately for school and school functions.
11. to accept personal responsibility for his/her actions.
12. to act as a representative of the district when participating in or attending school-sponsored extracurricular events, and to maintain the highest standards of conduct, demeanor, and sportsmanship.
13. to apply the principles of honesty, tolerance, courtesy, and dignity to all members of the school community.
14. to observe laws and school rules at all times.
15. to attend extra help if needed.

IV. ESSENTIAL PARTNERS

A. Parents

As partners in education, parents have the right:

1. to know what is expected of children with respect to the educational program, attendance, behavior, and deportment.
2. to know what children are being taught, and how children are being taught.
3. to know what progress their children are making, on a timely basis.
4. to be informed if the child experiences academic, health or social difficulty.
5. to see their children's school records.
6. to visit the child's school to communicate with child's teacher(s), principal, and other appropriate members of the professional staff.
7. to participate effectively in educational decision making.
8. to be consulted on important matters concerning their children's education.
9. to be treated with courtesy and respect at all times.

All parents have the responsibility:

1. to open a parent portal account and check it on a regular basis.
2. to recognize that the education of children is a joint responsibility of the parents and the school community.
3. to send their children to school ready to participate and learn.
4. to ensure their children attend school regularly and on time.
5. to ensure that children are not absent from school unnecessarily.
6. to insist their children are dressed and groomed in a manner consistent with the student dress code.
7. to help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment.
8. to know school rules and help their children understand them.
9. to convey to their children a supportive attitude toward education and the district.
10. to build good relationships with teachers, other parents and their children's friends.
11. to help their children deal effectively with peer pressure.
12. to show courtesy and respect for teachers and administrators.
13. to inform school officials of changes in the home situation that may affect student conduct or performance.
14. to provide a place for study and ensure homework assignments are completed.

B. Teachers

All district teachers have the right:

1. to receive cooperation and support from parents/guardians.
2. to expect the best educational performance from all students.
3. to work in an environment that is safe, orderly and free from disruption.
4. to be treated with courtesy and respect at all times.

Each district teacher has the responsibility:

1. to be prepared to teach.
2. to maintain a climate of mutual respect and dignity.
3. to demonstrate interest in teaching and concern for student achievement.
4. to know school policies and rules, and enforce them in a fair and consistent manner.
5. to communicate:
 - a. course objectives and requirements;
 - b. marking/grading procedures;
 - c. timely student progress;
 - d. assignment deadlines;
 - e. expectations for students;
 - f. classroom procedures and behavioral expectations.
6. to communicate regularly with students, parents and other professional staff concerning student growth, achievement, and behavior.
7. to be available for extra help.

C. Principals and Other District Administrators

All district administrators have the right:

1. to receive cooperation and support from parents/guardians.
2. to expect the best educational performance from all students.
3. to work in an environment that is safe, orderly and free from disruption.
4. to be treated with courtesy and respect at all times.

Each district administrator has the responsibility:

1. to promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
2. to ensure that students and staff have the opportunity to communicate regularly with the principal and other administrators.
3. to regularly evaluate instructional programs.
4. to support the development of, and student participation in, appropriate extracurricular activities.
5. to be responsible for consistently enforcing the code of conduct, and ensuring that all cases are resolved promptly and fairly.

D. Superintendent

The Superintendent has the responsibility:

1. to promote a safe, orderly, and stimulating school environment, supporting active teaching and learning.
2. to review with district administrators the policies of the Board of Education and state and federal laws relating to school operations and management.
3. to inform the Board about educational trends relating to student discipline.
4. to create instructional programs that minimize problems of misconduct, and is sensitive to student and teacher needs.
5. to work with district administrators to consistently enforce the code of conduct and ensure that all cases are resolved promptly and fairly.
6. to ensure that Superintendent's hearings are conducted promptly, fairly and consistent with law and regulation.

E. Board of Education

The Board of Education has the responsibility:

1. to collaborate with student, teacher, administrator, and parent organizations, school safety personnel and other school personnel to develop a code of conduct that clearly defines expectations for the conduct of students, district personnel and visitors on school property and at school functions.
2. to regularly review (at least annually) and adopt the district's code of conduct, to evaluate the code's effectiveness and fairness, and the consistency of its implementation.
3. to lead by example by conducting Board meetings in a professional, respectful, courteous manner.

V. EXPECTATIONS FOR STUDENTS AND OTHERS ON SCHOOL PROPERTY AND AT SCHOOL FUNCTIONS

The Board of Education of West Islip U.F.S.D. is committed to providing an orderly, respectful environment where students and all others are expected to conduct themselves in an appropriate and civil manner with proper regard for the rights and welfare of others and for the care of all school property.

To achieve these goals, listed below are rules of conduct for students and all others who come to the West Islip U.F.S.D. These rules of conduct apply on school property, on school buses, and in all school activities either on or off West Islip school property.

A. Student Dress Code (Policy 7312)

The responsibility for the dress and appearance of students shall rest with individual students and parents. They have the right to determine how the student shall dress, provided that such attire meets the requirements specified below; complies with requirements for health and safety; does not interfere with the educational process; or impinge upon the rights of others. The administration is authorized to take action in instances where individual dress does not meet these stated requirements.

While the school administration may require students participating in physical education classes and labs to wear certain types of clothing such as sneakers, socks, shorts, tee shirts, they may not prescribe a specific brand that students must buy.

This policy does not mean that student, faculty, or parent groups may not recommend appropriate dress for school or special occasions. It means that a student shall not be prevented from attending school or a school function, or otherwise be discriminated against, so long as his/her dress and appearance meet the requirements below.

All students are expected to give proper attention to personal cleanliness and to dress appropriately for school and school functions including extracurricular and athletic activities. Students and their parents have the primary responsibility for acceptable student dress and appearance. Teachers and all other District personnel should exemplify and reinforce acceptable student dress and help students develop an understanding of appropriate appearance in the school setting and at school activities.

Dress should:

- Be safe, appropriate and not disrupt or interfere with the education process.
- Not include extremely brief, tight and short garments such as tube tops, net tops, halter tops, spaghetti straps, plunging necklines (front and/or back), see-through garments and garments which are designed to expose bare midriffs, skirts and shorts that are excessively revealing are not appropriate.
- Ensure that underwear is completely covered with outer clothing.
- Include footwear at all times. Footwear that is a safety hazard will not be allowed.
- Not include the wearing of coats except for medical purposes.
- Not include items that are vulgar, obscene, libelous or denigrate others on account of race, color, religion, creed, national origin, gender, sexual orientation, disability, or are gang related.
- Not promote and/or endorse the use of alcohol, tobacco or illegal drugs and/or encourage other illegal or violent activities.
- Not include the wearing of hats or head cover in the classroom except for medical or religious purposes.

Each building principal or his/her designee shall be responsible for informing students and their parents of the student dress code at the beginning of the school year and any revisions to the dress code made during the school year. Additionally, the principal or his or her designee shall have the authority to determine a violation of the "Dress Code".

This code is designed to be a guide and is by no means all-inclusive. Final decision concerning the appropriateness will be made by the building administrator. Students who violate the student dress code shall be required to modify their appearance by covering or removing the offending item and, if necessary or practical, replacing it with an acceptable item. Any student who refuses to do so shall be subject to discipline, up to and including out-of-school suspension. Any student who repeatedly fails to comply with the dress code shall be subject to further discipline, up to and including out-of-school suspension.

B. Rules of Conduct

The Board of Education of the West Islip School District believes that each student is expected to be responsible for his/her own behavior and follow the rules of conduct adopted by the Board of Education. These rules of conduct focus on personal safety and respect for the rights and property of others. Students who fail to meet this expected degree of responsibility and violate school rules may be subject to disciplinary action, up to and including suspension from school, if they engage in conduct that is disorderly, insubordinate, disruptive, violent, or endangers the safety, morals, health, or welfare of others.

Examples include those guidelines for a safe school listed below:

1. Drugs, synthetic cannabinoids, and alcohol are prohibited on school grounds by state and federal laws and Board policy.
2. Smoking and the use of all tobacco products are prohibited on school grounds.
3. Skateboards, scooters, rollerblades, all-terrain vehicles (ATVs), and hover boards are banned from school grounds; bicycles must be walked on schools grounds.
4. Pushing, fighting, vulgar language, spitting, etc. are prohibited.
5. Students are not permitted to possess any object on school grounds that can be used as a weapon.
6. Students must adhere to the bus safety rules and directives from the bus driver at all times.
7. Destruction of school property is strictly forbidden and can result in immediate suspension; parents

- may be liable for the cost of repairs to the school/school property.
8. Trespassing on school grounds after dark and on weekends when school is closed is strictly forbidden,
 9. Courtesy and respect for teachers and staff members are expected from students at all times.
 10. Respect and courtesy for fellow students is expected at all times.

Strict enforcement of school safety rules and policies will be directed by the Principal. Parents will receive immediate notification of any violations. Parents are expected to assume primary responsibility for their children. A hearing before the Superintendent will be scheduled in case of extreme misbehavior. Repeat offenders can face detention or temporary/permanent suspension.

VI. REPORTING VIOLATIONS

The Code of Conduct offers an opportunity to reinforce the importance of reporting incidents of discrimination, harassment and bullying. The Code of Conduct must include procedures by which violations are reported and investigated, and by which disciplinary measures are imposed and implemented.

The amendment to Section 100.2(kk) of the Commissioner's Regulations revises the regulation to conform to and implement the reporting requirements of Chapter 102 by adding provisions for reporting of incidents of harassment, bullying/cyberbullying and discrimination to the Superintendent, principal, or their designee, including requirements that:

- School employees who witness harassment, bullying, and/or discrimination or receive an oral or written report of such acts shall promptly orally notify the principal, Superintendent, or their designee not later than one school day after such employee witnesses or receives a report of such acts, and shall also file a written report with the principal, Superintendent, or their designee no later than two school days after making an oral report.
- The principal, Superintendent or the principal's or Superintendent's designee shall lead or supervise the thorough investigation of all reports of harassment, bullying and/or discrimination, and ensure that such investigation is completed promptly after receipt of any verbal or written reports.
- When an investigation verifies a material incident of harassment, bullying, and/or discrimination, the Superintendent, principal, or designee shall take prompt action, reasonably calculated to end the harassment, bullying, and/or discrimination, eliminate any hostile environment, create a more positive school culture and climate, prevent recurrence of the behavior, and ensure the safety of the student or students against whom such behavior was directed.
- The principal, Superintendent, or their designees shall notify promptly the appropriate local law enforcement agency when it is believed that any harassment, bullying or discrimination constitutes criminal conduct.
- The principal shall provide a regular report, at least once during each school year, on data and trends related to harassment, bullying, and/or discrimination to the Superintendent.
- Pursuant to Education Law Section 13, retaliation by any school employee or student shall be prohibited against any individual who, in good faith, reports or assists in the investigation of harassment, bullying, and/or discrimination.

The West Islip School District has as its goal the establishment of a teaching and learning environment that will allow students to develop to their fullest potential in all areas of educational endeavor. In order to maintain this environment it is expected that all students, staff, visitors and others while on school property or in attendance at school functions will be aware of all school rules and observant when violations occur. This awareness will promote good citizenship by students and insure their participation in all activities.

However, when violations of school rules occur, including discrimination and harassment against students by employees or students on school property or at a school function, the prompt reporting by students and staff of all violations of the Code of Conduct to their appropriate teacher, counselor, building principal or supervisor is required. All reported violations should be dealt with by the appropriate staff member in a timely, fair and legal manner.

Any student or staff member who observes a person(s) with a weapon(s), drug, synthetic cannabinoid, alcohol and/or any illegal substance on school property or at a duly sponsored school event, must report this violation immediately to the appropriate supervisor. If possible, the weapon, drug, synthetic cannabinoid, alcohol, illegal substance must be confiscated immediately. If students are involved, parents must be notified as soon as possible and appropriate discipline applied.

The principal or his/her designee must notify the appropriate local law enforcement agency of those code violations that constitute a crime and substantially affect the order or security of a school as soon as practical, but in no event later than the close of business the day the principal or his/her designee learns of the violation. The notification may be made by telephone, followed by a letter mailed on the same day as the telephone call is made. The notification must identify the student and explain the conduct that violated the code of conduct and constituted a crime.

A DASA alleged bullying form can be found on the district website and in the appendix.

VII. DISCIPLINARY POLICIES AND PROCEDURES

The Dignity Act emphasizes the creation and maintenance of a positive learning environment for all students. In addition, the amended Dignity Act requires the development of measured, balanced, progressive, and age-appropriate responses to discrimination, harassment, and bullying of students by students and/or employees. Remedial responses should be included in the Code of Conduct and place the focus of discipline on discerning and correcting the reasons why discrimination, harassment, and bullying occurred. The remedial responses should also be designed to correct the problem behavior, prevent another occurrence of the behavior, and protect the target of the act. Appropriate remedial measures may include, but are not limited to:

- peer support groups;
- assignment of an adult mentor at school that the student checks in with at the beginning and end of each school day;
- corrective instruction that reemphasizes behavioral expectations or other relevant learning or service experience;
- management of student in a reflective activity, such as writing an essay about the misbehavior and its impact on others and how the student might handle the situation differently in the future and/or make amends to those who have been harmed;
- supportive intervention and/or mediation where constructive conflict resolution is modeled;
- behavioral assessment or evaluation;
- behavioral management plans or behavior contract, with benchmarks that are closely monitored;
- student counseling and parent conferences that focus on involving persons in parental relation in discipline issues.

The West Islip School District recognizes that students must exhibit responsible behavior and that they must be held accountable for their actions. In addition, it is important to note that discipline varies in style and implementation. The underlying purpose, whether it be time honored classroom management strategies or more severe and permanent disciplinary measures, is to effectively change student behavior to conform to acceptable district-wide and building standards. School personnel who interact with students are expected to use disciplinary action only when necessary and to place emphasis on the student's ability to develop self-discipline.

A. Discipline, to be effective, will be fair, consistent and firm.

There must be a clear relationship between behavior and consequences. The West Islip School District has adopted a uniform discipline code for all students. It is recognized that the primary responsibility for student discipline lies with each staff member. However, when a staff member feels a referral is necessary, the principal and his/her designees shall apply the code based on the infraction and the student's prior disciplinary record. Follow-up with the referring staff members shall be the responsibility of the principal and the deans. In deciding disciplinary procedures it is expected that those imposing discipline will consider the following:

1. The student's age;
2. The nature of the offense;
3. Information from all interested parties – witnesses, parents, teachers, and others as appropriate;
4. Extenuating circumstances;
5. The progressive nature of various disciplinary practices as they relate to the specific event;
6. If the conduct is related to a disability, or suspected disability, procedures relative to applicable laws will be maintained, and referrals to the Committee on Special Education will be made. These procedures are listed separately in this Code of Conduct. A student identified as having a disability shall not be disciplined for behavior related to his/her disability. This does not negate referrals to government agencies if laws are violated, nor does it mitigate the implementation of strategies to support a change in the student's behavior.

B. Range of Penalties

The range of penalties which may be imposed for violating the code of conduct are set forth below (and can be imposed in any order):

- Collaborative problem solving
- Community Service (with parental consent)
- Conflict Resolution
- Development of Individual behavioral contract
- Functional Behavior Analysis
- Interventions by Counseling staff
- Mentoring
- Parent Outreach
- Peer Mediation
- Positive behavior interventions and supports
- Referral to a community-based organization
- Referral to Instructional Support Team
- Referral to Child Study Team
- Short-term behavioral progress reports
- Verbal warning - any staff member;
- Written warning and notification of parents - bus drivers, counselors, teachers, principals, or the Superintendent;
- Detention - teachers, principals or the Superintendent;
- Suspension from transportation - principal or the Superintendent;
- Suspension from extra-curricular activities - activity director, principal or the Superintendent;
- Exclusion from a particular class* – teachers, principal, or the Superintendent;
- In-school suspension* - Principal or the Superintendent;
- Suspension - short term (5 days or less)* – principal, the Superintendent, or the Board of Education;
- Suspension - long term (greater than 5 days)* - the Superintendent or the Board of Education;
- Permanent suspension from school - Superintendent or the Board of Education.

* As limited by law and regulation.

The type and extent of punishment shall be determined by the building Principal or Superintendent according to present Board Policy. Such discipline measures shall be appropriate to the seriousness of the offense and, where applicable to the previous disciplinary record of the student. Any suspension from attendance upon instruction may be imposed only in accordance with Education Law Section 3214 (3). Detention, in-school suspension, out of school suspension and police contact will be administered according to the schedules contained in the Code of Conduct.

C. Transportation Safety

1. Bus Safety

School bus transportation is a privilege that may be withdrawn for inappropriate behavior. Transportation safety is a matter of teamwork and requires the constant support and attention of pupils and parents as well as the personnel of the schools. A student is to ride the bus to which he/she is assigned. **The bus driver is in complete charge of the bus and its occupants at all times.** Students riding the bus must comply with the requests of the driver.

Bus Stop Safety: Parents at a particular bus stop should arrange for some type of mutually agreed upon supervision. Parents are responsible for the actions and safety of pupils walking to and from bus stops.

Bus Safety Rules: Parents should review bus safety rules with their children:

- a. Students should not engage in any physical exchanges on the bus.
- b. Students must treat the bus driver, other students, and the bus equipment with respect.
- c. Students must remain seated and facing front when the bus is in motion.
- d. Students should talk quietly and make no unnecessary noise.
- e. Heads and arms must be kept inside the bus at all times.
- f. Students should not litter inside or outside the bus at any time.

Transportation Changes: Any student taking a bus other than the one assigned to him/her must bring a note signed by the parent or guardian to the office first thing in the morning for approval. Students assigned to a bus who plans to walk or ride bikes must also submit a note.

Infractions of the above rules will be brought to the attention of the principal. Abuse of bus privileges will result in one or more of the following:

1. assigned seat on the bus;
2. loss of recess privileges;
3. detention;
4. denial of bus privileges.

2. Bicycle Safety

All bicycles ridden to school should be walked on school grounds and locked in the bike rack. Bike riders must wear helmets in accordance with the law. The principal will notify parents of students who violate the bicycle helmet law on school property.

3. Car Safety

Parents delivering or picking up students at school must follow the established school building protocols during arrival and dismissal times. *Offenders may be reported to district transportation for follow up by the Suffolk County Police Department.*

It is illegal to pass a school bus with flashing red lights whether on the street or on school property.

4. Walker Safety

Walkers should arrive and leave school property in a safe and orderly manner. Children should arrive no earlier than 15 minutes prior to the start of their school day.

D. Cafeteria

In order to create a safe and enjoyable atmosphere for all students, students are expected to wait patiently in line, stay seated when eating, speak quietly, and use appropriate table manners. Each student must clean up his/her eating space before leaving. Students are also expected to listen to and show respect for the adults in charge. Students engaging in conduct that is unsafe or inappropriate for themselves or others will be removed from the cafeteria and may experience temporary loss of lunchroom privileges. Staff members will report all inappropriate behavior to the classroom teacher and/or the principal. Continued unsafe or unacceptable behavior will result in parental contact by the principal.

E. Recess for elementary students

All students enjoy a recess period held out of doors, weather permitting. *Whether indoors or out, students will be expected to practice self-control, cooperation and respect for others and their property.* Safety is a top priority. All children are expected to listen to and follow the directions of the staff. On the playground the following rules must be obeyed:

1. Keep within the boundaries and off of anything other than the playground equipment.
2. Use equipment safely.
3. Keep hands, feet and objects to him/herself - no play fighting.
4. Do not throw rocks, sand or any object that may pose a danger to self or others.
5. Line up when the whistle is blown or the adult-in-charge gives direction.
6. Report any problem to the nearest adult.

Children engaging in conduct that is unsafe for themselves or for others will be removed from the cafeteria and/or lose recess time. The staff will report all inappropriate behavior to the classroom teacher and/or the principal. Continuous unsafe or inappropriate behavior will result in parental contact by the principal.

F. Classroom

All general rules of conduct will be used as a guideline in the classroom. In most cases teachers handle routine problems; however, the principal occasionally must contact parents and hold conferences relative to student misbehavior. In some cases, detention, teacher-recommended removal, in-school suspension, or suspension from school may be necessary. In all dealings with student discipline, a fair and reasonable climate will always prevail.

Parents will always be apprised when a child exhibits a continuing pattern of inappropriate behavior.

G. Remote Learning

All general rules of conduct will be utilized as a guideline in remote learning. In most cases teachers handle routine problems; however, the principal occasionally must contact parents and hold conferences relative to student misbehavior. In some cases, detention, teacher-recommended removal, in-school suspension, or suspension from school may be necessary. In all dealings with student discipline, a fair and reasonable climate will prevail. Parents will be apprised when a child exhibits a continuing pattern of inappropriate behavior.

Disciplinary Offenses and Administrative Actions

All students and parents are expected to become familiar and comply with the following rules of conduct. Parents should keep this information accessible throughout the school year for easy reference if a problem should occur.

General Rules of Conduct

1. Students have primary responsibility for their actions, and must exercise self-control.
2. Students must observe the safety rules of the school for their own safety and that of others.
3. Students are reminded that any teacher or staff member in the school has the right and responsibility to correct unruly individuals at any place, at any time.
4. Students shall show respect for the person and property of others around them.
5. Students are expected to show respect for school property and take good care of books, desks, electronics, and other furniture and equipment.
6. Students shall follow the classroom rules established by the teacher(s).
7. Students shall not wear clothing that is distracting, disruptive or dangerous.

Off-Campus Conduct

Students may be disciplined for off-campus conduct that may endanger the health or safety of pupils and/or staff within the educational system or adversely affect the education process.

**West Islip Public Schools
CODE OF CONDUCT VIOLATIONS**

The Superintendent of Schools and/or District Administrators may take the appropriate actions to ensure a safe and educationally sound learning environment for all students and staff. Any offense may be referred for a Superintendent's Hearing at the discretion of the Principal.

I. VIOLATIONS AGAINST PERSONS	
<i>a</i>	Homicide
<i>b</i>	Forcible or other Sex Offenses
<i>c</i>	Robbery: forcible stealing of property from a person by using or threatening the use of physical force
<i>d</i>	Kidnapping
<i>e</i>	Assault with Serious Physical Injury: causing physical injury to another person requiring hospitalization
<i>f</i>	Assault with Physical Injury: engaging in behavior which could potentially cause a serious risk of injury to other students, staff members, or oneself
<i>g</i>	Reckless Endangerment: engaging in behavior which creates a risk of injury to self or others
<i>h</i>	Physical Harassment, Horseplay, Roughhousing, Inappropriate Physical Contact: striking, shoving, or kicking another person or subjecting another person to unwanted or inappropriate physical contact with the intent to harass, annoy, or alarm another person
<i>i</i>	Fighting / Minor Altercations: two or more parties contributing to a situation by physical means
<i>j</i>	Intimidation, Harassment, Menacing, Taunting, Teasing or Bullying / Verbal Harassment: threatening, stalking, or seeking to coerce or compel a person to do something; engaging in verbal conduct that threatens another with harm. Includes any form of harassment that does not involve actual physical contact, but does involve the threat of harm, including verbal harassment or use of any kind of electronic device to tease, taunt or harass others
<i>k</i>	Verbal Abuse: disrespectful language or gestures to another person
<i>l</i>	Hazing: engaging in physical or emotional abuse of a team /club member conspiring in or failing to report hazing

II. VIOLATIONS AGAINST PROPERTY	
<i>a</i>	Extortion: obtaining property or assistance through coercion
<i>b</i>	Burglary: entering or remaining unlawfully on school property with the intent to commit a crime
<i>c</i>	Criminal Mischief / Willful Damage of Property: intentional destruction of school and/or personal property, including vandalism and graffiti
<i>d</i>	Theft: unlawful taking of property/ Possession of Stolen Property
III. VIOLATIONS AGAINST PUBLIC HEALTH & SAFETY	
<i>a</i>	Arson: deliberate setting of a fire
<i>b</i>	Bomb Threat
<i>c</i>	False Fire Alarm
<i>d</i>	Explosive Devices: possession and/or detonation of fireworks or other explosive devices
<i>e</i>	Nuisance Devices: use or possession of smoke or stink bombs, snappers, paintballs or other devices creating a public nuisance
<i>f</i>	Discharging Fire Extinguisher
<i>g</i>	Open Flame: use of matches, lighters, other ignition devices or possession of such on school property, unless supervised by a staff member
<i>h</i>	Riot: four or more persons simultaneously engaging in tumultuous and violent conduct
<i>i</i>	Weapons Possession: having or bringing a weapon onto school property (including knives of any type or size)
<i>j</i>	Controlled Dangerous Substances /Drugs/Synthetic cannabinoids: possession of any substance and/or paraphernalia, use, sale, distribution, and/or under the influence of such
<i>k</i>	Alcohol: possession, use, sale, distribution, and/or under the influence, refusing to submit to breathalyzer test (per B.O.E. policy)
<i>l</i>	Tobacco: use or possession of any type of tobacco product, electronic cigarettes or related items, including, but not limited to the following: rolling paper, lighter, matches. (For students caught smoking on school grounds, the Suffolk County Board of Health will be notified.)
IV. VIOLATIONS AGAINST SCHOOL ADMINISTRATIVE PROCEDURES	
<i>a</i>	Insubordination: willful refusal to follow given directions. (Infractions during emergency situations or drills will incur more severe penalties.)
<i>b</i>	Disruptive Behavior
<i>c</i>	Disruptive Behavior for Substitute
<i>d</i>	Disruptive Behavior in Cafeteria
<i>e</i>	False Identification: refusal to give or giving false identification when requested to do so by a staff member
<i>f</i>	Forgery: falsifying signatures, dates, and/or data
<i>g</i>	Outside the Building without Permission
<i>h</i>	Leaving Early without Signing Out
<i>i</i>	Truancy: not coming to school or arriving late without parent awareness/approval

<i>j</i>	<i>Cutting class</i> (and staying in school)
<i>k</i>	<i>Cutting a class with a substitute teacher</i>
<i>l</i>	<i>Cutting Assigned Detention</i>
<i>m</i>	<i>Misuse of Hall Pass</i>
<i>n</i>	<i>Violation of Suspension</i>
<i>o</i>	<i>Disruptive Behavior in ISS Room</i>
<i>p</i>	<i>Failure to Stay for Detention</i>
V. VIOLATIONS AGAINST ACADEMIC INTEGRITY	
<i>a</i>	<i>Plagiarism of assignment / research paper</i>
<i>b</i>	<i>Cheating / Copying another's work / etc.</i>
VI. VIOLATIONS AGAINST PUBLIC DECENCY	
<i>a</i>	<i>Gambling / Possession of Related Items</i> (cards, dice, etc.)
<i>b</i>	Discrimination: Communication or any activity that is offensive to another's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, or sex. This prohibited behavior includes, but is not limited to, threats, intimidation, or abuse.
<i>c</i>	Sexual Harassment: unwanted and unwelcome sexual or gender-based behavior including but not limited to overt or implicit bribes, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature or that is based on sexual/gender stereotypes.
<i>d</i>	Obscenity/Profanity: language, gestures, drawings or clothing that are obscene or profane
<i>e</i>	<i>Violation of Dress Code</i>
VII. VIOLATIONS AGAINST STUDENT TRANSPORTATION REGULATIONS	
<i>a</i>	<i>Violating Traffic Rules / Reckless Driving:</i> driving in a manner that endangers people and/or property
<i>b</i>	<i>Taking Underclassmen off Campus in Senior's Vehicle</i>
<i>c</i>	<i>Abusing Lunch Release / Early Release Privileges</i>
<i>d</i>	Unruly Bus Behavior: engaging in dangerous or destructive actions while stopped or during the ride, especially those which distract the driver

VIII. VIOLATIONS REGARDING ELECTRONIC DEVICES

<i>a</i>	<i>Use of personal electronic devices</i> such as cellular phones, music devices, video games, etc., is strictly prohibited during the school day. During class time, phones may not be visible, must be off , and may not be used for text messaging or taking photos/video, and may not sound a tone to indicate that a message waits, except when a teacher allows students to access information for educational purposes.
<i>b</i>	<i>Use of electronic device during an emergency situation</i> such as fire drills, building evacuations, etc. until given the “all clear” to do so by the Administration.
<i>c</i>	<i>Use of electronic devices during a test or quiz or relaying test information to others at a later time (cheating). Use of electronic devices during a State Exam (Regents/RCT)</i>
<i>d</i>	<i>Use of electronic devices to harass, invade privacy, or transmit inappropriate info/photos/video of self or others</i> (i.e. via internet, e-mail, instant messages, cell phones, digital photos, video clips, etc.). Cell/camera phone use in locker rooms is strictly prohibited and subject to prosecution.
<i>e</i>	<i>Abuse of School Computers:</i> Damage of equipment/software through physical act or electronic means or otherwise violating the Acceptable Use Policy (AUP)
<i>f</i>	<i>Using school computers in an inappropriate manner:</i> Changing computer screens, fonts and settings or in any other way interfering with the function of school electronic equipment, including SMART Boards
<i>g</i>	<i>Use of electronic device on school property or function to download or visit inappropriate websites</i>
<i>h</i>	<i>Use of any kind of electronic device to take a picture or video/audio recording of any kind on school property or function, without the permission of the pictured individual or of the principal or his/her designee</i>
<i>i</i>	<i>Use of any kind of electronic device on school property or function that compromises the health, safety and well-being of the students and school</i>

Disciplinary Offenses and Resulting Administrative Actions: Consequences for Unacceptable Behavior

The West Islip School District has adopted a uniform discipline code for all students. It is recognized that the primary responsibility for student discipline lies with each staff member. However, when a staff member feels a referral is necessary, the Principal and the Assistant Principal shall apply the code based on the student's prior disciplinary record, consistent with the district Code of Conduct. Follow-up with the referring staff member shall be the responsibility of the Principal, Associate/Assistant Principals, and Deans. Follow-up with parents shall be the initial responsibility of the referring teacher.

Consequences of unacceptable behavior include detention, in-school suspension, out-of-school suspension, and loss of privileges. Any student whose behavior continues to be unacceptable shall be referred to the appropriate pupil personnel service and/or an alternative school setting. Following is a listing of disciplinary offenses and the actions that the Principal, Associate/Assistant Principals, and Deans shall enforce for infractions of the Code of Conduct. It is recognized that on a rare occasion extenuating circumstances may make other administrative options more appropriate. Administrative actions will be more severe when the offense is directed towards a member of the staff (i.e. Custodians, Bus Drivers, Teaching Assistants, Teacher Aides, Secretaries, Teachers, and Administrators). Students who are suspended shall not participate in any school activities until the time of reinstatement.

Note: A parent conference may be required for each suspension. Conferences are conducted during the normal school day.

A. Administrative Actions

The amount of due process a student is entitled to before a penalty is imposed will depend on the type of penalty being imposed. In all cases, regardless of the penalty imposed, the school personnel authorized to impose the penalty must inform the student of the misconduct he/she is alleged to have committed, and must investigate the facts surrounding the alleged misconduct. All students will have an opportunity to present their version of the facts to the school personnel imposing the discipline.

Students who receive penalties other than verbal warning, written warning or written notification to their parents are entitled to additional rights before the penalty is imposed.

1. Detention

The Board of Education believes that detention is an effective method of discipline for students. A student who violates the student disciplinary code may be assigned detention by the building Principal or designee. In order for a student to be placed in detention, the Building Principal and the parent or guardian must be notified, and the student must have transportation home.

2. Transportation Suspension

When a student does not comply satisfactorily with bus rules, school bus personnel must report violations to the building Principal. Riding privileges may be suspended when problems become serious and result in a compromise of rider safety. In these cases the parent will be responsible for getting the student to and from school. Should the suspension from transportation result in a suspension from attendance, the district will make appropriate arrangements to provide for the student's education. Reasonable opportunity will be provided for informal conferences between the building Principal and the student and the student's parent to discuss the conduct and the penalty involved.

3. Suspension from Extracurricular Participation and Other Privileges

A student subjected to a suspension from athletic participation, extracurricular activities or other privileges is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with reasonable opportunity for an informal conference with the district official imposing the suspension to discuss the conduct and the penalty involved.

4. In School Suspension

The Board recognizes the school must balance the need of students to attend school and the need for order in the classroom to establish an environment conducive to learning. As such, the Board of Education authorizes Principals and the Superintendent to place students who would otherwise be suspended from school as the result of a code of conduct violation in "in-school suspension". The in-school suspension teacher will be a certified teacher.

A student subjected to an in-school suspension is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the district official imposing the in-school suspension to discuss the conduct and the penalty involved.

B. Suspension from School

Suspension from school is a severe consequence that may be imposed upon students who are insubordinate, disorderly, violent or disruptive, or whose conduct otherwise endangers the safety, morals, health, or welfare of self or others.

The Board retains its authority to suspend students, but places primary responsibility for the suspension of students with the building Principals (short-term suspension) or the Superintendent (long-term suspension).

Any staff member may recommend to the Principal that a student be suspended. All staff members must immediately report and refer a violent student to the Principal for violation of the Code of Conduct. All recommendations and referrals shall be made in writing unless the conditions underlying the recommendation or referral warrant immediate attention. In such cases a written report is to be prepared as soon as possible by the staff member recommending the suspension.

The Principal, upon receiving a recommendation or referral for suspension or when processing a case for suspension, shall gather the facts relevant to the matter and record them for subsequent presentation, if necessary.

1. **Short-term (5 days or less) suspension from school:**

Students may be suspended from school for insubordinate, disorderly, violent or disruptive behavior, or for conduct that otherwise endangers the safety, morals, health or welfare of him/herself or others. Any student who repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom shall be referred to the building Principal for removal from class for a suspension of up to five days. For the purpose of this Code of Conduct "being repeatedly and substantially disruptive" means engaging in conduct that results in the student being removed from the classroom by the teacher, pursuant to Education Law §3214 and this Code, on four or more occasions during semester, or three or more occasions during a trimester. If suspension is proposed, the student and the student's person(s) in parental relation will be given the same notice and opportunity for a hearing given to all students subject to suspension.

All requirements of law shall be followed:

- Suspensions may be made by a Principal for a period of time not to exceed five school days
- Suspensions may not be approved by any other staff member.
- The student being suspended must be told of the suspension and the reason for the suspension by the appropriate administrator.
- The person in parental relation to the student is to be notified immediately with a letter to follow.
- The written notice must be delivered to the last known address of the parents through one or more of the following means: delivery by district personnel, delivery by express mail, personal delivery, or delivery by some other means that is reasonably calculated to assure receipt of the notice within 24 hours. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents.
- The student and person in parental relation to the student shall, on request, be given an opportunity for an informal conference with the building administrator. At the informal conference, the pupil and/or the pupil's parent have the right to present the pupil's version of the incident, and to question the complaining witness(es) against the pupil.
- A copy of the suspension letter shall be placed in the student's file.
- Upon return to school for reinstatement, the student should be accompanied by either or both parents/guardians for a reinstatement interview, if possible.
- **An appeal of a decision from the Principal must be made, in writing, to the Superintendent no later than fifteen (15) days from the date of suspension. An appeal of the Superintendent's decision must be made, in writing, to the Board of Education no later than fifteen (15) days from the date of the Superintendent's decision. (Policy 7313).**

2. **Long Term (more than 5 days) suspension from school; Permanent Suspension:** As prescribed by law, the following behaviors are serious enough to justify long term (more than 5 days) suspension from school, or permanent suspension:

- a. **Bringing a weapon to school:** Any student found guilty of bringing a weapon onto school property will be subject to suspension from school for one calendar year. Before being suspended, the student will have an opportunity for a hearing in the district pursuant to Education Law §3214. The Superintendent has the authority to modify the term of the suspension on a case-by-case basis.

In deciding whether to modify the suspension period the Superintendent may consider the student's age, grade

- in school, prior disciplinary record, potential effectiveness of other forms of discipline, input from parents, teachers, and/or others, other extenuating circumstances.
- b. **Committing violent acts other than bringing a weapon to school:** Any student who is found to have committed a violent act other than bringing a weapon onto school property shall be subject to suspension from school for one calendar year. The Superintendent has the authority to modify the term of suspension on a case-by-case basis using the same factors as were described above for modifying a one year suspension for possessing a weapon.
 - c. **Students who repeatedly are substantially disruptive of the educational process, or substantially interfere with the teacher's authority over the classroom.** Any student who is found to be repeatedly substantially disruptive of the educational process, or substantially interfere with the teacher's authority over the classroom, shall be subject to suspension from school for one calendar year. The Superintendent has the authority to modify the term of suspension on a case- by-case basis using the same factors as were described above for modifying a one-year suspension for possessing a weapon.
 - d. **Other reasons deemed appropriate by the Superintendent** may result in a suspension greater than five school days.

If the proposed suspension exceeds five days, the student and person(s) in parental relation will be provided with an opportunity for a fair hearing, upon reasonable notice.

- During the conduct of the hearing, the pupil will be provided with notice of the following rights:
 - o Representation by counsel.
 - o To question complaining witnesses against the pupil
 - o To present witnesses and evidence on the pupil's behalf.
 - o To have the Superintendent issue subpoenas on the pupil's behalf.
 - o To make a statement on his/her own behalf.
 - o To have a record maintained.
 - o To findings of fact by the Superintendent.
 - o To prior notice of contents of the pupil's records, and the opportunity to rebut its effect before penalty is determined.
 - o To appeal to the Board of Education.
- A record of the hearing will be maintained.
- When a student is suspended for more than five (5) days, the Superintendent or his/her designee shall convene a hearing pursuant to Education Law Section 3214. An appeal of a decision from the Superintendent of his/her designee must be made, in writing, to the Board of Education no later than thirty (30) days from the date of the hearing.

C. Teacher Removal of Disruptive Students

On occasion, a student's behavior may become substantially disruptive. For purposes of this Code of Conduct, this student is one who is **substantially disruptive** of the educational process or **substantially interferes** with the teacher's authority over the classroom. A substantial disruption of the educational process or substantial interference with a teacher's authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher's instructions or repeatedly violates the teacher's classroom behavior rules. For students with a Behavior Intervention Plan, the teacher should employ the components of the student's Behavior Intervention Plan, and, if the disruptive behavior continues to be substantial, a formal removal process may begin concurrent with the safeguards of I.D.E.A. and the stipulations of the student's I.E.P. Students who are substantially disrupting or substantially interfering with the class may be removed for up to five days.

The procedural requirements for a formal removal by a teacher of a student are:

- If the disruptive student does not pose a danger or on-going threat of disruption to the academic process, the teacher must provide the student with an explanation for why he or she is being formally removed and give the student an opportunity to explain his or her version of the relevant events before the student is removed. Only after the informal conversation may a teacher formally remove a student from class.
- If the student poses a danger or ongoing threat of disruption, the teacher may order the student to be formally removed immediately. The teacher must, however, explain to the student why he or she was removed from the classroom and give the student a chance to present his or her version of the relevant events within 24 hours. The teacher must contact the parent by the end of the school day on which the student was removed and explain the circumstances under which the student was removed.
- The teacher must complete the established form for a formal removal by a teacher and meet with the principal or his or her designee as soon as possible, but no later than the end of the school day, to explain the circumstances of the formal removal and to present the form. If the principal or designee is not available by the end of the same school day, the teacher must leave the form with the secretary and meet with the principal or designee prior to the beginning of classes on the next school day.
- Within 24 hours after the student's formal removal by a teacher, the principal or another district administrator designated by the principal must notify the student's parents, in writing, that the student has been formally removed from the class and include an explanation. The notice must also inform the parent that he or she

has the right, upon request, to meet informally with the principal or the principal's designee and the teacher to discuss the reasons for the formal removal.

- The written notice must be delivered to the last known address of the parents through one or more of the following means: delivery by district personnel, delivery by express mail, personal delivery, or delivery by some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the student's formal removal by the teacher. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents.
- If at the informal meeting the student denies the charges, the principal or the principal's designee must explain why the student was formally removed and give the student and the student's parents a chance to present the student's version of the relevant events. The informal meeting must be held within 48 hours of the student's formal removal by a teacher. The timing of the informal meeting may be extended by mutual agreement of the parent and principal.

The principal or the principal's designee may overturn the formal removal of the student from class if any one of the following is found:

- The charges against the student are not supported by substantial evidence.
- The student's formal removal is otherwise in violation of law, including the district's Code of Conduct and/or federal or state laws regarding the education of students with disabilities.
- The conduct warrants suspension from school pursuant to Education Law §3214 and a suspension will be imposed. *Four removals within one semester will result in a suspension.*

The principal or his or her designee may overturn a formal removal by a teacher at any point between receiving the referral form issued by the teacher and the close of business on the day following the 48-hour period for the informal conference, if a conference is requested. No student removed from the classroom by the classroom teacher will be permitted to return to the classroom until the principal makes a final determination, or the period of the formal removal expires, whichever is less.

Any disruptive student who is formally removed from the classroom by the classroom teacher shall be offered continued educational programming and activities by a certified teacher in an alternate setting until the student is permitted to return to the classroom.

It is recommended that each teacher keep a complete log for all cases of formal removal of students from his or her class.

It is recommended that the principal keep a building log of all formal removals by teachers of students from class.

D. Referrals: In-School, Outside Agencies, Law Enforcement, Courts and Other Legal Actions

1. Referrals

- **Counseling** - The Counseling (Guidance) Department shall handle all referrals of students to counseling.
- **PINS Petitions** – Upon meeting legal requirements, the district may file a PINS (Person In Need of Supervision) in Family Court on any student under the age of 18 who demonstrates that he/she requires supervision and treatment by:
 - a. Being habitually truant and not attending school as required by Part One of Article 65 of the Education Law.
 - b. Engaging in an ongoing or continual course of conduct which makes the student incorrigible, ungovernable, or habitually disobedient, and beyond the lawful control of the school.
 - c. Knowingly and unlawfully possesses controlled dangerous substances/ drugs in violation of Penal Law 221.05.

2. Juvenile Delinquents and Juvenile Offenders

The Superintendent is required to refer the following students to the County Attorney for a juvenile delinquency proceeding before the Family Court:

- a. Any student under the age of 16 who is found to have brought a weapon to school, except any student 14 or 15 years old who qualifies for juvenile offender status under the Criminal Procedure Law 1.20.
- b. Any student age 16 and older or any student 14 or 15 years old who qualifies for juvenile offender status to the appropriate law enforcement authorities.

3. Referrals to Child Protection Services and Other Human Rights Agencies

Consistent with the district's commitment to keep students safe from harm and the obligation of mandated reporters and school officials to report to Child Protective Services when they have reasonable cause to suspect that a student has been abused or maltreated, the district will cooperate with local Child Protective Services workers who wish to conduct interviews of students on school property relating to allegations of suspected child abuse, and/or neglect, or custody investigations, to the extent that it is required by law.

All requests by Child Protective Services to interview a student on school property shall be made directly to the Principal or Superintendent. The Principal or Superintendent shall set the time and place of the interview. The Principal or designee shall decide if it is necessary and appropriate for a school official to be present during the interview, depending on the age of the student being interviewed and the nature of the allegations. If the nature of the allegations is such that it may be necessary for the student to remove any of his or her clothing in order for the Child Protective Services worker to verify the allegations, the school nurse or other district medical personnel must be present during that portion of the interview. No student may be required to remove his or her clothing in front of a Child Protective Services worker or school district official of the opposite sex.

A Child Protective Services worker may not remove a student from school property without a court order, unless the worker reasonably believes that the student would be subject to danger of abuse if he or she were not removed from school before a court order can reasonably be obtained. If the worker believes the student would be subject to danger of abuse, the worker may remove the student without a court order and without the parent's consent.

VIII. ALTERNATIVE INSTRUCTION

When a student of any age is removed from class by a teacher or a student of compulsory attendance age is suspended from school pursuant to Education Law 3214, the district will take immediate steps to provide alternative means of instruction for the student.

IX. DISCIPLINARY PROCEDURES AND PENALTIES FOR STUDENTS WITH DISABILITIES

Generally, if a student with a disability infringes upon the established rules of the district, disciplinary action shall be in accordance with the procedures set forth in this Code of Conduct. However, due to the protection afforded to students with disabilities under federal law, the suspension of such students presents a situation requiring the consideration of additional factors.

The Board of Education and staff recognize students with disabilities often display an array of behaviors that would be deemed disruptive within a regular education setting. These behaviors may include conduct that is disorderly, insubordinate, disruptive, violent, or conduct that endangers the health, safety or welfare of students and others as defined in this Code of Conduct. The district's special education programs incorporate behavior management systems as part of the overall instructional program that is designed to address the range of student behaviors.

A. General Procedures for Disciplining Students With Disabilities

Generally, if a student with a disability is being disciplined for an infraction that was not a direct result of the child's disability, or if the penalty imposed does not result in suspension that results in removal of the student for more than 10 cumulative days in a school year, then the child may be disciplined in the same manner and for the same duration as a non-disabled student.

If short-term suspensions result in removal of the student for more than 10 cumulative days in a school year, including days of in-school suspension, a manifestation determination must be conducted. A long-term suspension (over 10 school days) of a student with a disability constitutes a change in placement, and is subject to the provisions of federal law.

If a student has a disability, or school officials should reasonably suspect the student has a disability, the hearing process required by Education Law Section 3214 must be divided into several parts. A manifestation determination by the "Manifestation Team" must be conducted to determine whether the conduct underlying the charges relates to a disability. The Manifestation Team is comprised of a representative of the school district, the parent/guardian, and relevant members of the Committee on Special Education (CSE) as determined by the parent/guardian and the school district.

The Manifestation Team must review all relevant information in the student's file, including the student's Individual Education Program (IEP), any teacher observations, and any relevant information provided by the parents to determine if the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability, or if the conduct in question was the direct result of the district's failure to implement the IEP.

If the behavior is determined not to be related to the child's disability, discipline may be imposed in the same manner and for the same duration as a non-disabled student, provided the student receives the services necessary to enable the student to make progress with regard to the goals on the child's IEP and the general curriculum.

If the behavior is determined to be related to the child's disability, the CSE or Section 504 Committee must meet and consider the need for modifications in the child's IEP. A functional behavioral assessment (FBA) and a behavior intervention plan (BIP) must be conducted or modifications made to an existing plan, if necessary, to address the behavior.

B. Placing A Student in an Interim Alternative Education Setting (IAES)

An Interim Alternative Education Setting (IAES) is defined as a temporary educational placement for a period of up to 45 school days, other than the student's current placement at the time the behavior precipitating the IAES placement occurred that enables the student to continue to progress in the school's general curriculum, although in another setting, including those described in the student's IEP, that will enable the student to meet his/her IEP goals, and include services and modifications to address behavior which precipitated the IAES placement that are designed to prevent the behavior from recurring (8 NYCRR §201.2(k)).

Following a Superintendent's hearing, the Superintendent may order the placement of a student with a disability in an IAES, to be determined by the CSE, if the student's misconduct involves one of the following circumstances.

- The student carries or possesses a weapon (as defined by IDEA) to or at school, on school premises, or to or at a school function.
- The student knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function.
- The student has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function.

In addition, the District may seek to place a dangerous student in an IAES. However, if the student's parents do not consent to such a placement, the district may request an expedited hearing to seek an order from an impartial hearing officer to place the child in an IAES. If placement in an IAES is ordered by a hearing officer for a dangerous student, the CSE must meet to determine the IAES.

The procedures above also apply to a student presumed to have a disability.

X. VISITORS TO THE SCHOOLS

The Board encourages parents and other district citizens to be partners in student learning. Since schools are a place of work and learning, however, certain limits must be set for the aforementioned. The Principal or his or her designee is responsible for all persons in the building and on the grounds. For these reasons, the following rules apply to visitors to the schools:

1. Anyone who is not a regular staff member or student of the school will be considered a visitor.
2. All visitors to the school must report to the office of the Principal upon arrival at the school and state their business. They will be required to sign the visitor's register and will be issued a visitor's identification badge, which must be worn at all times while in the school or on school grounds. The visitor must return the identification badge to the Principal's office before leaving the building.
3. Visitors attending school functions that are open to the public, such as parent-teacher organization meetings or public gatherings, may be required to register.
4. All visitors who wish to visit a classroom while school is in session are required to arrange such visits in advance with the classroom teacher(s) so that class disruption is kept to a minimum. Permission for the visit must be obtained from both the teacher and the building administrator.
5. Teachers must not take class time to discuss individual matters with visitors.
6. Any unauthorized person on school property will be reported to the Principal or his or her designee. Unauthorized persons will be asked to leave. The police may be called if the situation warrants.
7. All visitors are expected to abide by the rules for public conduct on school property contained in this Code of Conduct
8. When individual members of the Board of Education visit the schools, they must abide by the regulations and procedures developed by the administration regarding school visits.

XI. RULES AND REGULATIONS FOR THE MAINTENANCE OF PUBLIC ORDER ON SCHOOL PROPERTY

The Board of Education recognizes that the fundamental purpose of the local schools is to develop lifelong learners who, as they pursue truth, will contribute to humanity out of a sense of personal self-worth and dignity. The Board also recognizes that the enrichment and, in fact, the very survival of any group comes about only as its individual members practice self-discipline, and demonstrate behavior which does not infringe or intrude on basic rights and freedoms of others. Responsible exercise of individual freedoms means respect for the democratic process and for the rights of all. Only in an atmosphere of mutual respect, self-restraint, civility and trust among all can these freedoms flourish.

Thus, the Board of Education is committed to the management of its schools in a manner that is consistent with the legal and moral rights of all but which neither tolerates nor condones actions or conduct in violation of our penal statutes. In setting forth the following regulations, nothing herein is intended, nor shall be construed, to limit or restrict freedom of speech nor peaceful assembly nor any constitutional or legal individual right. These regulations shall not be construed to prevent or limit communication between and among staff members (instructional and non-instructional), or to hamper sound educational practices or to relieve the school system of its special responsibility for self-regulation in the preservation of public order. Their purpose is not to prevent or restrain controversy and dissent, but to prevent abuse of individuals and to maintain that stable environment appropriate to a public school system without which there can be no intellectual freedom. These regulations shall be interpreted and applied to that end.

The following rules are adopted in compliance with Section 2801 of the Education Law. Said rules shall be subject to amendment or revision and any amendments or revisions thereof shall be filed with the Commissioner of Education and the Board of Regents within ten days, after adoption of such amendment or revision.

These rules are not intended to repeal, supersede or preclude any other rules relating to the same subject matter except to the extent they are inconsistent therewith. These rules shall govern the conduct of students, faculty and other staff, licensees, invitees, and all other persons, whether or not their presence is authorized, upon the premises or facilities of the District and also upon or with respect to any other premises or property, under the control of the District, used in its teaching, administrative, service, cultural, recreational, athletic and other programs and activities. In the event that any part of provision of these rules and regulations are invalid, all other remaining provisions shall remain in full force and effect.

A. Prohibited Conduct

Personal injury or physical restraint; property damage

1. No person, alone or with others, shall:
 - a. Willfully cause physical injury to any other person, nor threaten to do so for the purpose of compelling or inducing such other person to refrain from any act that he/she has a lawful right to do or to do any act that he/she has a lawful right not to do.
 - b. Physically restrain or detain any other person, nor remove such person from any place where he/she is authorized to remain.
 - c. Willfully damage or destroy property of the District nor remove or use such property without proper authorization.
 - d. Willfully take, damage, alter or destroy files, records, documents or other property of the District without appropriate authorization.

Disruption

1. No person shall disrupt or prevent the peaceful and orderly conduct of classes, lectures and meetings, or deliberately interfere with the freedom of any person to express his/her views, including invited speakers.
2. No person shall obstruct the free movement of persons and vehicles in any place to which these rules apply.
3. No person shall enter upon and remain in any building or facility of the District for any purpose other than its authorized uses, or in such manner as to obstruct authorized use by others.
4. No person shall do anything to disrupt any sports event, social event, or meeting of any sort conducted by or sponsored by the West Islip Union Free School District, or do anything to prevent others at such events from their enjoyment thereof.
5. No person shall willfully incite others to commit any of the acts herein prohibited with specific intent to procure them to do so.

Trespassing

1. No person shall enter any office of any administrative officer, teacher, or staff member without permission.
2. No person shall remain in any building or facility after it is normally closed without authorization.
3. No person shall refuse to leave any building or facility after being requested to do so by an authorized School District employee.
4. No person shall be on school property unless engaged in a district authorized activity.

Weapons

No person shall bring upon any premises to which these rules apply any rifle, shotgun, pistol, revolver, or other firearm or weapon, unless written authorization for such be obtained in advance from a building principal or Superintendent.

Smoking, Drugs, and Alcoholic Beverages

Smoking and use of tobacco products are prohibited in school buildings and on school grounds. No person shall knowingly have in his/her possession, upon any premises to which these rules apply, any alcoholic beverages and/or illegal or non-prescribed "controlled substance" ("controlled substance" as defined by Penal Law Section 220.00) or any synthetic cannabinoid.

B. Penalties

1. Any student who violates any of the rules of conduct shall be subject to immediate and appropriate disciplinary action. Such disciplinary action may include one or more of the following: warning, reprimand, loss of privilege suspension or expulsion.
2. Any licensee or invitee who violates any of the rules of conduct shall have his or her authorization to remain on the school property withdrawn and shall be directed to leave the premises. Upon failure or refusal to do so, such person shall be ejected from the school property and subject to any other appropriate legal process.
3. Any trespasser or visitor without specific license or invitation who violates any of the rules of conduct shall be ejected from

the school property and subject to any other appropriate legal process.

4. Any instructional staff member who violates any of the rules of conduct shall be subject to the following disciplinary actions: warning, censure, compulsory restitution, probation, suspension without pay, or dismissal (in accordance with Education Law and applicable collective bargaining agreements).
5. Any non-instructional staff member who violates any of the rules of conduct shall be subject to the following disciplinary actions: warning, censure, compulsory restitution, probation, suspension without pay, or dismissal (in accordance with Section 75 of the Civil Service law and applicable collective bargaining agreements).

C. Guidelines

1. It is not intended by any provision herein to curtail the rights of parents, students, faculty or staff to be heard upon any matter affecting them in their relations with the institution. In the case of any apparent violation of these rules, the Superintendent or designee may make reasonable effort to persuade those engaged to use permissible methods for the resolution of the issue. In doing so, such school official shall warn such persons of the consequences of persistence in the prohibited conduct, including limiting such person's access to written communication, and/or their removal from any premises of the District where their continued presence and conduct are in violation of these rules.
2. In any case where violation of these rules does not cease after such warning and in other cases of willful violation of these rules, the Superintendent or designee shall cause the removal of the violator from any premises which he or she occupies in such violation and shall initiate disciplinary action as previously provided.
3. The Superintendent or designee shall inform any violator that his or her license or invitation is withdrawn and shall direct him or her to leave the school property. Nothing in the paragraph shall be construed to preclude the authorization of the presence of any such person at any time prior to a violation nor to affect his or her liability to prosecution for trespassing or loitering as prescribed in the penal law.
4. The Superintendent shall be responsible for the enforcement of these rules and shall designate administrators and other personnel to take action in accordance with these rules. When such action has been so taken, either by the Superintendent or designee, the order or directive so made shall be immediately obeyed by the accused person or persons. Such accused person or persons, however, shall retain all rights thereafter of review or appeal afforded him or her by the Education Law, or by any law applicable thereto.
5. The Superintendent or designee may apply to the public authorities for any aid which he or she deems necessary in causing the removal of any violator of these rules and may request the West Islip Union Free School District Board of Education to apply to any court of appropriate jurisdiction for an injunction to restrain the violation or threatened violation of these rules or use any other legal process available to enforce these rules.

XII. DISSEMINATION AND REVIEW OF CODE OF CONDUCT

A. Dissemination of Code of Conduct

The Board will work to ensure that the community is aware of this Code of Conduct by:

- Overseeing the Code of Conduct with students at a general assembly held at the beginning of each school year.
- Notifying parents at the beginning of the school year how to access the Code of Conduct via the District website.
- Making copies of the code available for review by students, parents and other community members upon request.

The Superintendent may solicit the recommendations of the district staff, particularly teachers and administrators, regarding in-service programs pertaining to the management and discipline of students.

B. Review of Code of Conduct

- The Board will review this Code of Conduct periodically, and update it as necessary.
- In conducting the review, the Board will consider how effective the code's provisions have been and whether the code has been applied fairly and consistently.
- The Board may appoint an advisory committee to assist in reviewing the code and the district's response to Code of Conduct violations. The committee will be made up of representatives of student, teacher, administrator, and parent organizations, school safety personnel and other school personnel.
- Before adopting any revisions to the code, the Board will hold at least one public hearing at which school personnel, parents, students and any other interested party may participate.
- The Code of Conduct and any amendments to it will be filed with the Commissioner of Education no later than 30 days after adoption.

Athletic Handbook Code of Conduct For Athletes, Parents, & Spectators

Philosophy

The student athlete represents the best of its school and its community and therefore is held to a high standard. Student athletes are our school's ambassadors to our community and to the schools with whom we compete. They are often leaders in school and role models to children not yet old enough to play sports.

It is the duty of all those concerned with high school athletics to emphasize the proper ideals of sportsmanship, ethical conduct and fair play under all circumstances. The values to be derived from playing fairly should be stressed and any actions which tend to destroy those values should be discouraged. Courtesy should be shown toward opponents, officials, coaches, athletes, supervisors, spectators, administrators, etc. Efforts must be made to achieve a thorough understanding and acceptance of the rules of the game and the standards of eligibility and to respect the integrity and the judgment of the sport officials. It is important for all to recognize that the purpose of athletics is to promote the physical, mental, moral, social, and emotional well-being of the individual players.

Participation in interscholastic athletics is a privilege, not a right. Students wishing to take advantage of the opportunities presented to them by the West Islip School District must show a commitment to the athletic program by regular attendance at classes, practices and contests, as well as conformity to the rules established by the district and/or coach. Failure to comply with the rules of the District Code of Conduct and Athletic Code of Conduct will result in appropriate disciplinary action and/or dismissal from the team. The Athletic Code of Conduct is in addition to the expectations as set forth in the District Code of Conduct.

Eligibility

All student athletes must meet the behavioral requirements as established in the student hand book.

1. A contestant must be a bona fide student of the District and adhere to the NYSPHSAA rules and regulations.
2. All athletic candidates must have a completed sports physical prior to participation. For those students seeing their own physician, school forms must be used.
3. A student shall be eligible for interscholastic competition in grades 9, 10, 11, 12 until his/her nineteenth birthday. If the age of nineteen is reached on or after July 1, the student may continue to participate during that school year in all sports.
4. A student in grade 7 or 8 who is selected to participate at the varsity, junior varsity, or freshman level must pass the athletic placement process (formerly selection classification) before being able to compete.

Try Outs and Selection of Teams

As many students are kept on our teams as possible. Size of team is determined by safety factors, such as how many athletes a coach can adequately supervise. Additionally, team numbers are determined by the number of athletes who can positively contribute in some way. Unfortunately, some teams have to make "selections" or "cuts." This is one of the most difficult decisions a coach must make. When athletes are evaluated during a tryout period, coaches are asked to use as many "objective factors" as possible (sport specific skills, timing events, etc.) Some subjective factors come into play, such as effort, attitude and an athlete's ability to contribute to team success and cohesiveness.

Club Teams

It is recognized that athletes may have numerous commitments. Some of these may include participation on outside club teams. As a member of an interscholastic team, the primary commitment must be to the school team.

Academics

In the academic area, a good student becomes a good athlete. As an athlete, one must plan his/her schedule to give sufficient time and energy to studies to ensure acceptable grades. In addition to maintaining good scholarship, an athlete should give respectable attention to classroom activities and show respect for other students and faculty members at all times. A healthy athlete should have a good attendance record, never cutting class or school. Athletes failing two or more subjects must comply with the district Academic Responsibility Procedures. These procedures are adopted with the hope that continued eligibility for participation will be a strong incentive for these youngsters to improve their academic performance.

Athletes should be leaders and fellow students should want to respect and follow them.

Attendance

Attendance is the single most important indicator of an athlete's commitment to a team. Student athletes are expected to attend all classes and to make all practices and contests, including those scheduled on Saturdays and days when school is not in session. Parents must schedule vacations so as not to conflict with an athlete's commitment to a team.

1. Student athletes will provide coaches with *prior* notification of projected absences when possible. Excused absences are absences, tardiness, and early departures which include but are not limited to: medical appointment (requires a doctor's note), quarantine

(documented), illness (four or more consecutive absences due to illness require a doctor's note), death in family, religious observances, and college visitation to a maximum of three (3) days. Signed documentation and proof of visitation must be provided. Excused absences require written documentation within three days of the student's return to school.

2. If student athletes do not participate in their regularly scheduled physical education classes, they cannot participate in any practice or contest that day.
3. If student athletes are absent from school, they will be ineligible to practice or compete in any contest that day. Extenuating circumstances (death in family, religious observance) will be given special consideration by the building Principal. A student who is absent for any medical reason (doctor's appointment or illness) may not participate in practice or competition on that day.
4. In addition to any disciplinary action which might be taken for school infractions, such as detention, ISS, OSS, etc., the student athlete may not participate in practice and/or sport contest for the time of the ISS, OSS, etc. and will be prohibited from participating in all extracurricular activities for an appropriate period of time determined by district administration.

Travel

1. Student athletes are required to travel to and from contests on the team bus under the supervision of a coaching staff member.
2. Proper conduct is expected at all times while riding on school transportation.
3. If a parent wishes to take a student home from an athletic contest, permission must be granted in advance and a written request signed by the parent must be given to the coach. The coach will then forward the request to the AD or Principal for approval or denial. These situations should be rare and limited to emergency-type situations.

ALCOHOL, TOBACCO AND OTHER DRUGS

The avoidance of alcohol, tobacco and other drugs is a realistic goal that all student athletes must strive to uphold and which parents, teachers, and administrators and the community-at-large should endorse and support. A student athlete's inappropriate behavior, whether in or out of school as it pertains to the use of alcohol, tobacco, and other drugs will not be tolerated. Students who are found to possess drugs or alcohol, use, or be under the influence of drugs or alcohol in school or at school activities, will be suspended from school according to the school code of conduct and will be prohibited from participating in all extracurricular activities for an appropriate period of time determined by district administration.

In addition, the athletic department prohibits the use of alcohol, drugs and tobacco by all athletes. Disciplinary action will be taken if students are found by administrators or school personnel to be using these substances on or off school grounds.

While the role of the school does not extend to the regulation of private activities of the athlete's families, parents are encouraged to serve as positive role models for their children. Parents and the school must not condone a student athlete's use of alcohol, tobacco and other drugs.

Sexual Harassment

Sexual harassment will not be tolerated. Sexual harassment consists of unwelcome verbal, electronic or physical interaction between two or more people. Sexual harassment can happen between people of the same gender or people of different genders. Any athlete, male or female, proven to sexually harass any other student will be subject to suspension or removal from the team, a program or the school.

HAZING- INITIATION CEREMONY

West Islip coaches will not permit their athletes to stage any type of "initiation" or "hazing" at any time. The District respects that there are individual differences in how each teammate may react to a designated task, activity, or request, and whereas one teammate may find a team activity entertaining, another teammate may find the same activity humiliating.

At no time should a teammate be subjected to a behavior, task, or activity that is physically, psychologically, or emotionally abusive. At no time may an athlete gossip about, disparage, belittle, ridicule, or bully any other person for any reason whatsoever. Causing social or emotional distress to another individual will jeopardize the athlete's continued participation on the team. Unauthorized, inappropriate use of photo or video of West Islip athletes or teams is prohibited and will result in discipline, suspension or removal from the team. It is the right of each teammate to communicate his or her feelings at any point where he or she feels personally devalued or dehumanized. Team members are expected and required to notify a coach or other school official if any such behavior is rumored or observed. The goal of the team is that each member of the team be treated with dignity and respect. Any team member who initiates a hazing incident will be disciplined. The extent of the consequences for the hazing behavior will be determined by the severity of the incident as determined by the coach, administration and district code of conduct. The consequences for the initiation of and/or participation in hazing behaviors will subject the individual(s) to appropriate disciplinary action which may include loss of participation, suspension, exclusion, expulsion in all extracurricular activities, and/or referral to law enforcement authorities.

Uniforms

Only school-issued uniforms may be worn during athletic contests. Athletes cannot compete if they fail to dress appropriately.

Awards/Letters

1. Awards and/or letters will be issued only to those student athletes who complete their season (including post-season playoffs) in good standing. Student athletes who are dropped from the team and those who resign before the last contest are not eligible for awards.
2. Student athletes who fail to return their practice/ game uniforms and/or any piece of equipment are ineligible for awards and cannot participate in any other sport until the uniform obligation is met.

Behaviors

Foul language and insulting remarks are not permissible. Athletes are expected to obey a coach's directions. Disobedience, unwarranted comments and other subversive behavior are unacceptable since it may interfere with the coach's ability to conduct a practice/contest and may distract from the time a coach should be devoting to the team. Athletes are expected to communicate with coaches before or after practice to avoid detracting from team practices/contests and team goals. Athletes are expected to follow the rules and protocol of their sport and not intentionally violate the rules of the sport that they are playing during practice or competitions. In addition, inappropriate comments and/or behaviors via social media are unacceptable and stain the reputation of the student, the team, the athletic program, the District and the West Islip community. The coach, building administrator and/or athletic director will impose all penalties for violations and/or inappropriate social media comments and/or behaviors. Penalties will be consistent throughout the athletic program and depend upon the severity of the violation and behavioral history of the violator pursuant to the District Code of Conduct.

Sportsmanship Expectations - West Islip Athletes, Spectators, etc.

It is important for all athletes to remember that participation is a privilege that is not to be abused by unsportsmanlike conduct. The West Islip athlete is to demonstrate self-control and respect for teammates, opponents, other athletes, coaches, officials and spectators at all times. West Islip athletes and spectators are expected to follow the sportsmanship code:

1. Follow the proper ideals of sportsmanship, ethical conduct and fair play.
2. Make no remarks or gestures at any time toward any other person which would be considered belittling, disparaging, bullying or in any way judgmental or critical of that person.
3. Stress values derived from playing the game fairly.
4. Show cordiality and courtesy to visiting teams, coaches, supervisors and officials.
5. Establish positive relations with visiting teams, coaches, supervisors and hosts.
6. Respect the integrity and judgment of game officials.
7. Follow the Section XI, NYSPHSAA and the school rules of eligibility.
8. Encourage leadership, initiative and good judgment in teammates.
9. Recognize the purpose of educationally based athletics is to promote physical, moral, social and emotional well-being.
10. **BE LOUD, BE PROUD, BE POSITIVE!**

Spectator Behavior

Spectators are expected to:

1. Conform to accepted standards of good sportsmanship and behavior.
2. Respect officials, coaches, and players and refrain from disrespectful remarks.
3. Obey the regulations of the site authorities, whether home or away.

Failure to abide by the above items and/or behavior deemed inappropriate by district administration may result in suspension or revocation of participation or spectator privileges.

Parent/Coach Relationship

Both parenting and coaching are extremely difficult vocations. By establishing an understanding of each role, we are better able to accept the actions of the other and provide greater benefits to athletes. Parents of student-athletes have the right to understand what expectations are placed on the child. This begins with clear communication from the coach and the child's program.

Communication to expect from a coach

1. Philosophy of the coach
2. Expectations the coach has for all players on the squad
3. Locations and times of practices
4. Team requirements, team rules, special equipment, off-season recommendations for improvement of skills

Communication coaches expect from parents

1. Concerns expressed directly to the coach; in private, away from team members and other parents
2. Notification of any schedule conflicts well in advance
3. Specific concern in regard to a coach's philosophy

Appropriate concerns to discuss with coaches

1. The treatment of your child - mentally and physically
2. Ways to help your child improve
3. Concerns about your child's behavior

It is very difficult to accept your child not playing as much as you hoped. Coaches are professionals, and as such make judgments based on what they believe to be the best for all student-athletes involved. Certain topics can and should be discussed with your child's coach. Other topics, such as those described below, must be left to the discretion of the coach.

Issues not appropriate to discuss with coaches

1. Playing time
2. Team strategy
3. Play calling
4. Other student-Athletes

Coaches are making decisions that are in the best interest of all members of the team or program. Please be supportive of their decisions.

Positive Parenting

1. Be a positive role model.
2. Be a "team" fan not a "my kid" fan.
3. Show respect for the opposing players, coaches, spectators, and support groups.
4. Be respectful of all officials' decisions.
5. Gain an understanding and appreciation for the rules of the sport.
6. Avoid instructing one's child/teammates during a game, because it conflicts with the coach's plans and strategies.
7. Help your child learn that success is experience in the development of his/her skills, and that he/she can feel positive about their skill development during the season, regardless of the team's record.
8. Take time to talk with coaches in an appropriate manner, including proper time and place, if there is a concern. Respect the coach by following the designated chain of command.
9. Support the alcohol, tobacco, and other drug-free policies of the school by refraining from the use of any such substances before and during athletic contests. Support your child and hold him/her accountable for his/her commitment to non-use of substances.
10. Avoid tailgating that involves the use of alcohol at any athletic contest, including those held at other high school and college facilities.

Procedures for Discussing a Concern with a Coach

1. Contact the coach to set up a meeting to discuss your concerns.
2. Do not attempt to confront a coach before or after a practice or contest. These can be emotional times and may not benefit either party to attempt to resolve concerns at these times.
3. If the meeting with the coach did not provide a satisfactory resolution, contact the Athletic Office to set up an appointment with the Director of Athletics.

**WEST ISLIP PUBLIC SCHOOLS
HARASSMENT AND/OR BULLYING COMPLAINT FORM**

The purpose of this form is to document an incident or series of incidents of alleged bullying and/or harassment so the appropriate actions may be taken.

Parents: If you or your child feels that they are unsafe, speak directly with the building Principal immediately, and then fill out this form and return to the Principal of the school your child attends.

Staff: If you become aware of a bullying incident, you are required to report it within 24 hours, and to submit this form within 48 hours of the time in which you became aware.

Student Name:	_____	Student ID:	_____
Building:	_____	Grade:	_____
Date of Incident:	_____	Time of Incident	_____
Location of Incident: <i>(check which applies)</i>			
• Bus _____	• Cafeteria _____	• Classroom _____	• Hallway _____
• Parking Lot _____	• Recess _____	• Locker Room/Gym _____	• Cyber _____
• Off School Grounds _____	• Specify _____	• Other _____	• Specify _____

Briefly describe incident:

List the name(s) of the individuals accused of bullying and/or harassment:

List the name(s) of other possible victims:

List the name(s) of any witnesses or bystanders:

I certify that all statements on this form are accurate and true to the best of my knowledge.

S

Print Name

Signature

Date

To be completed by administrator/designee:

<u>Action taken</u>	<u>Date</u>	<u>Comments</u>
Meet with student alleged bullied/harassed	_____	_____
Interview alleged perpetrators	_____	_____
Interview witness(es)	_____	_____
Contact parents	_____	_____
Interview school personnel	_____	_____
Other (specify)	_____	_____

	<u>Date</u>	<u>Comments</u>
Determination	_____	_____
Disciplinary action (specify)	_____	_____
	_____	_____

Principal/Designee

Date

Signature

(000's omitted)

	ACTUAL July	ACTUAL August	ACTUAL September	ACTUAL October	ACTUAL November	ACTUAL December	ACTUAL January	ACTUAL February	ACTUAL March	ACTUAL April	ACTUAL May	ACTUAL June	Total	
Beginning Cash Balance	42,457	35,070	32,794	24,718	15,807	27,149	17,907	54,645	41,295	52,511	47,196	47,196	51,296	42,457
Receipts:														
Property Taxes	-	-	1	-	-	1,302	46,664	1,820	690	1,534	12,849	19,026	83,887	
STAR Payments	-	-	-	-	-	-	1	-	6,222	-	-	382	6,605	
State Aid	3	845	4,229	210	210	2,607	0	210	14,353	0	1,649	10,542	34,862	
Other Receipts	152	49	190	110	45	78	108	182	219	168	187	210	1,488	
Accounts Receivable	110	158	147	167	148	154	177	376	290	129	210	576	2,642	
Due to/from Other Funds	1,673	523	2,613	5,239	2,949	5,110	3,256	3,474	3,257	4,570	3,627	727	37,019	
Interfund transfers	10,000	-	15,000	-	5,000	-	33,000	6,000	5,000	8,000	-	-	82,000	
TAN Proceeds	-	-	-	-	20,174	-	-	-	-	-	-	-	20,174	
Appropriated Fund Balance	-	-	-	-	-	-	-	-	-	-	-	-	1,350	
Total Receipts	11,938	1,576	22,181	5,726	28,526	9,252	83,207	12,062	30,031	14,402	18,522	31,254	270,027	
Disbursements:														
Salaries, Ben, Svcs & Support	4,587	3,148	14,677	9,059	15,010	14,131	46,122	19,065	15,968	19,370	14,075	4,000	179,212	
Debt Service	-	357	-	-	-	-	-	-	-	-	-	-	6,296	
Library Taxes Payable	695	347	347	347	347	347	347	347	347	347	347	347	4,167	
TRS Payable	-	-	1,827	1,827	1,827	-	-	-	-	-	-	-	5,480	
Interfund transfers	-	-	-	-	-	-	-	-	-	-	-	-	235	
Due to/from Other Funds	14,043	-	13,405	3,405	-	4,015	-	6,000	2,499	-	-	-	26,914	
TAN Repayment	-	-	-	-	-	-	-	-	-	-	-	-	20,000	
TAN Interest	-	-	-	-	-	-	-	-	-	-	-	-	603	
Total Disbursements	19,325	3,852	30,256	14,638	17,184	18,493	46,469	25,412	18,815	19,717	14,422	57,691	286,275	
Ending Cash Balance	35,070	32,794	24,718	15,807	27,149	17,907	54,645	41,295	52,511	47,196	51,296	24,859	26,209	
End of Month Balances:														
Special Aid Fund	(131)	(40)	202	681	505	273	446	44	65	370	1,317	1,317	1,317	
Cafeteria Fund	2,372	2,408	2,366	2,370	2,376	2,396	2,605	2,529	2,571	2,497	2,619	2,619	2,619	
Scholarship	4	4	4	4	4	5	5	5	13	13	13	7	7	
Capital Fund & Debt Svc	14,680	13,639	11,548	10,970	10,599	10,411	9,827	17,886	17,198	17,116	16,901	16,901	16,901	
	16,925	16,012	14,120	14,025	13,485	13,085	12,883	20,464	19,846	19,996	20,845	20,845	20,845	
Total Cash Balance	51,995	48,806	38,838	29,832	40,634	30,992	67,528	61,759	72,357	67,192	72,141	45,704	45,704	



WEST ISLIP UFSD
MAY 2023

TREASURER'S REPORT

	Gen Fund Operating A203	Gen Fund Money Mkft A451	Gen Fund Money Mkft A201	Net Payroll Fund A500	Special Aid F201	Cafeteria Fund C200	Scholarship Fund CM201	Capital Debt Svcs V201	Capital Projects H201	EPC 2021 Webster - Escrow H206 - CLOSED	TOTAL
Book Balance beg of Month	6,710,962.01	37,684,563.13	2,808,213.53	4,519.22	370,221.96	2,496,774.65	12,914.21	2,576,023.77	14,535,338.48	0.00	67,191,530.96
Receipts:											
Interest	10,509.30	155,433.88	8,212.63		1,479.37	4,735.78	25.81	4,820.02	27,174.96	-	212,391.75
Tax Anticipation Note	-	-	-	-	-	-	-	-	-	-	12,848,899.37
BAN proceeds/EAP 2021	-	-	-	-	-	-	-	-	-	-	5,494,357.69
TOI Property Taxes	12,848,899.37	-	-	-	-	-	-	-	-	-	1,648,770.61
STAR Payments	-	-	-	5,494,357.69	-	-	-	-	-	-	133,331.35
Payroll	-	-	-	-	-	-	-	-	-	-	210,012.09
Field Trips	-	-	-	-	-	-	-	-	-	-	430.00
State Aid	1,648,770.61	-	-	-	-	-	-	-	-	-	191,268.92
Cafeteria receipts	-	-	-	-	-	133,331.35	-	-	-	-	2,420,950.36
Accounts Receivable	210,012.09	-	-	-	-	-	-	-	-	-	1,014,284.46
BOCES	430.00	-	-	-	-	-	-	-	-	-	5,527.00
Donations	-	-	-	-	-	-	-	-	-	-	7,340.92
Due from Other Governments	191,268.92	-	-	-	-	-	-	-	-	-	2,004,874.93
Due to Other Funds	2,420,950.36	-	-	-	-	-	-	-	-	-	245.20
Due from Other Funds	1,014,284.46	-	-	-	-	-	-	-	-	-	26,235,425.65
Other Programs	5,527.00	-	-	-	-	-	-	-	-	-	(20,271,918.26)
Reduction of Expense	7,340.92	-	-	-	-	-	-	-	-	-	(1,014,284.46)
Refunds/Returned checks/misc exp	-	-	-	-	1,974,332.93	71,542.00	-	-	-	-	0.00
Interfund transfers	-	-	-	-	-	-	-	-	-	-	0.00
Other	245.20	-	-	-	-	-	-	-	-	-	72,140,753.89
Total Receipts	18,358,238.23	155,433.88	8,212.63	5,494,357.69	1,975,812.30	209,609.13	1,766.81	4,820.02	27,174.96	-	26,235,425.65
Disbursements	(14,422,098.45)	-	(5,498,357.88)	(2,717.00)	(986,232.87)	(59,353.75)	(7,555.46)	-	(242,238.05)	0.00	(1,014,284.46)
Misc Adj./Return checks Due to Other Funds	-	-	-	-	-	-	-	-	-	-	-
Book Balance end of Month	10,647,101.79	37,839,997.01	2,808,426.16	519.03	1,317,486.72	2,618,978.44	7,125.56	2,580,843.79	14,320,275.39	0.00	72,140,753.89
Certificate of Deposit	-	-	-	-	-	-	-	-	-	-	-

BANK RECONCILIATION

Ending Balance as per Bank	11,187,220.75	37,839,997.01	2,808,426.16	4,230.04	1,326,285.62	2,624,142.37	14,881.02	2,580,843.79	14,541,504.59	-	72,917,531.35
Less Outstanding Checks	(544,561.96)	-	-	(6,962.08)	(6,081.90)	(18,404.98)	(7,755.46)	-	(221,229.20)	-	(804,995.58)
Add deposits in transit/wires in transit	4,443.00	-	-	-	-	10,524.05	-	-	-	-	14,967.05
Add other adjustments: Reconciling Items - MS8 refund Subtract other adjustments: dep corr duplicate deposit correction	-	-	-	3,251.07	(2,717.00)	2,717.00	-	-	-	-	3,251.07
Bank's Net Balance	10,647,101.79	37,839,997.01	2,808,426.16	519.03	1,317,486.72	2,618,978.44	7,125.56	2,580,843.79	14,320,275.39	-	72,140,753.89

Collateral Verifications have been performed on all accounts above containing balances in excess of FDIC insured levels of \$250,000.



WEST ISLIP UFSD
 2022-23 Budget Transfers - General Fund
 School Board Meeting - July 11, 2023

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4308	06/14/2023	<i>To reclass gasoline budget to appropriate code</i>			
		A 5540.404-999-5099	CONTRACT CARRIER	66,397.28	
		A 5510.503-999-5099	GASOLINE		66,397.28
4309	06/16/2023	<i>Consultation and eation for multiple doctors</i>			
		A 9050.870-999-4499	UNEMPLOYMENT INSURANCE	2,550.00	
		A 1430.423-999-4199	PROF & TECHNICAL SERVICES - PERSONNEL		2,550.00
4310	06/16/2023	<i>Transfer from oil heating to Gas (Sprague) for vehicles</i>			
		A 1620.410-999-4999	FUEL OIL & HEATING GAS	3,000.00	
		A 1620.503-999-4999	GASOLINE & DIESEL		3,000.00
4311	06/16/2023	<i>Transfer Funds to purchase 3 stand up mowers</i>			
		A 1620.410-999-4999	FUEL OIL & HEATING GAS	11,000.00	
		A 1620.210-999-4999	NON-INSTRUCT EQUIP, REPL		11,000.00
4312	06/16/2023	<i>Transfer from oil and heating to custodial supplies for NYSID</i>			
		A 1620.410-999-4999	FUEL OIL & HEATING GAS	12,000.00	
		A 1620.508-999-4999	CUSTODIAL SUPPLIES		12,000.00
4313	06/21/2023	<i>To complete additional B & G projects and repairs</i>			
		A 1620.162-999-4499	HOURLY, NON-CERTIFIED	20,000.00	
		A 1620.166-999-4499	CUSTODIANS - ADD'L HRS.	60,000.00	
		A 1620.410-999-4999	FUEL OIL & HEATING GAS	170,000.00	
		A 1621.160-999-4499	12-MONTH NON-CERTIFIED	22,000.00	
		A 1621.166-999-4499	MAINTENANCE - ADD'L HRS.	30,000.00	
		A 2250.411-999-4299	TUITION	100,000.00	
		A 9010.810-999-4499	EMPLOYEE RETIREMENT	415,000.00	
		A 9901.950-999-4499	TRANSFER SPECIAL AID FUND	40,000.00	
		A 1621.433-999-4999	MAINTENANCE PROJECTS		857,000.00
4314	06/28/2023	<i>Reclass for electric invoices</i>			
		A 1620.410-999-4999	FUEL OIL & HEATING GAS	35,000.00	
		A 1620.407-999-4999	ELECTRIC		35,000.00
DEBIT/CREDIT TOTALS				\$ 986,947.28	\$ 986,947.28
NET AMOUNT					-

Approved: Paul Romanelli Date: 7/6/23
 Dr. Paul Romanelli, Superintendent of Schools

TAX ANTICIPATION NOTE RESOLUTION OF WEST ISLIP UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW YORK, ADOPTED JULY 11, 2023, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$25,000,000 TAX ANTICIPATION NOTES IN ANTICIPATION OF THE RECEIPT OF TAXES LEVIED OR TO BE LEVIED FOR THE FISCAL YEAR ENDING JUNE 30, 2024

RESOLVED BY THE BOARD OF EDUCATION OF WEST ISLIP UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW YORK, AS FOLLOWS:

Section 1. Tax Anticipation Notes (herein called "Notes") of West Islip Union Free School District, in the County of Suffolk, New York (herein called "District"), in the principal amount of not to exceed \$25,000,000, and any notes in renewal thereof, are hereby authorized to be issued pursuant to the provisions of Sections 24.00 and 39.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law").

Section 2. The following additional matters are hereby determined and declared:

(a) The Notes shall be issued in anticipation of the collection of real estate taxes levied or to be levied for school purposes for the fiscal year commencing July 1, 2023 and ending June 30, 2024, and the proceeds of the Notes shall be used only for the purposes for which said taxes are levied.

(b) The Notes shall mature within the period of one year from the date of their issuance.

(c) The Notes are not issued in renewal of other notes.

(d) The total amount of such taxes remains uncollected at the date of adoption of this resolution.

Section 3. The Notes hereby authorized shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the District, and the faith and credit of the District are hereby pledged to the punctual payment of the principal of and interest on the Notes and unless the Notes are otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget of the District and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 4. Subject to the provisions of this resolution and the Law, and pursuant to Sections 50.00, 56.00, 60.00 and 61.00 of the Law, the power to sell and issue the Notes authorized pursuant hereto, or any renewals thereof, and to determine the terms, form and contents, including the manner of execution, of such Notes, and to execute tax certifications relative thereto, is hereby delegated to the President of the Board of Education, the chief fiscal officer of the District.

Section 5. The Notes shall be executed in the name of the District by the manual signature of the President of the Board of Education, the Vice President of the Board of Education, the District Treasurer, the District Clerk, or such other officer of the District as shall be designated by the chief fiscal officer of the District, and shall have the corporate seal of the District impressed or imprinted thereon which corporate seal may be attested by the manual signature of the District Clerk.

Section 6. This resolution shall take effect immediately.

The adoption of the foregoing resolution was seconded by Board Member _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

INTEROFFICE MEMO

DATE: 6/23/2023
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELJATI, M. STEINWEIS
FROM: ROB NOCIELLA, PURCHASING AGENT
RE: SEALED BIDS – BAGELS

Item: Bagels (RFP #632 07/01/23 to 06/30/24)
Publication: Nassau/Suffolk Newsday April 6, 2023
Fund to be Charged: Cafeteria
Bid Opening: May 5, 2023
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 11
Bidding 1

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 Bagels in the following dollar amounts:

Modern Italian Bakery	\$5,520.00
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INTEROFFICE MEMO

DATE: 6/23/23
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – BREAD

Item: Bread (RFP #625 07/01/23 to 06/30/24)
Publication: Nassau/Suffolk Newsday April 6, 2023
Fund to Be Charged: Cafeteria
Bid Opening: May 5, 2023
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 3
Bidding 1

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 Bread in the following dollar amounts:

Modern Italian Bakery	\$91,788.75
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INTEROFFICE MEMO

DATE: 6/23/23
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E.PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – COFFEE WITH EQUIPMENT

Item: Coffee with Equipment (RFP #623 7/1/23 to 6/30/24)
Publication: Nassau/Suffolk Newsday April 6, 2023
Fund to be Charged: Cafeteria
Bid Opening: May 5, 2023
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 9
Bidding 8

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 Coffee with Equipment items in the following dollar amounts:

Colonial Coffee Co.: \$1,032.27

INTEROFFICE MEMO

DATE: 6/23/23
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS - DAIRY

Item: Dairy (RFP #612 07/01/23 to 06/30/24)
Publication: Nassau/Suffolk Newsday April 6, 2023
Fund to be Charged: Cafeteria
Bid Opening: May 5, 2023
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 16
Bidding 5

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 Dairy in the following dollar amounts:

Ace Endico	\$18,129.01
Mivila Foods	\$12,292.00
Totals	\$30,421.01

INTEROFFICE MEMO

DATE: 6/23/23
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E PELLATI, M. STEINWEIS
FROM: ROB NOCIELLA, PURCHASING AGENT
RE: SEALED BIDS – DIRECT DIVERSION

Item: Direct Diversion (RFP #608 07/01/23 to 06/30/24)
Publication: Nassau/Suffolk Newsday January 17, 2023
Fund to be Charged: Cafeteria
Bid Opening: February 3, 2023
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 45
Bidding 17

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	\$167,809.77
Hormel/Jennie O Turkey Store	\$ 6,258.00
JTM Food Group	\$ 9,141.60
Maid-Rite Specialty Foods	\$ 19,140.00
Mivila Foods	\$ 11,579.84
Nardone Bros. Baking Co.	\$ 62,913.28
Rich Products Corp	\$ 31,141.50
Tyson	\$ 1,927.56
Total:	\$309,911.55

INTEROFFICE MEMO

DATE: 6/23/23
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: CONTRACT EXTENSION (1 YEAR) - DISHWASHER CLEANING SUPPLIES

Item: Dishwasher Cleaning Supplies (RFP #591 07/01/23 to 06/30/24)
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 3
Bidding 1

RECCOMENDATION:

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 Dishwasher Cleaning Supplies in the following dollar amounts:

Ecolab	\$2,371.97
Total	\$2,371.97

INTEROFFICE MEMO

DATE: 6/23/23
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – GROCERIES

Item: Groceries (RFP #617 07/01/23 to 06/30/24)
Publication: Nassau/Suffolk Newsday April 6, 2023
Fund to be Charged: Cafeteria
Bid Opening: May 5, 2023
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 16
Bidding 5

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 Groceries items in the following dollar amounts:

Ace Endico	\$47,633.27
Jaybee Distributors	\$ 1,631.85
Mivila Foods	\$20,398.52
RC Foods	\$ 529.20
Total	\$70,192.85

INTEROFFICE MEMO

DATE: 6/23/23
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – FROZEN

Item: Frozen (RFP #630 07/01/23 to 06/30/24)
Publication: Nassau/Suffolk Newsday April 6, 2023
Fund to be Charged: Cafeteria
Bid Opening: May 5, 2023
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 16
Bidding 5

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 Frozen items in the following dollar amounts:

Ace Endico	\$152,003.33
Mivila Foods	\$ 37,521.88
Total	\$189,525.21

INTEROFFICE MEMO

DATE: 6/23/23
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCHILLA, PURCHASING AGENT
RE: SEALED BIDS – ICE CREAM WITH EQUIPMENT

Item: Ice Cream with Equipment (RFP # 609 07/01/23 to 06/30/24)
Publication: Nassau/Suffolk Newsday April 6, 2023
Fund to be Charged: Cafeteria
Bid Opening: April 28, 2023
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 12
Bidding 1

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 Ice Cream with Equipment in the following dollar amounts:

American Classic Ice Cream	\$40,264.50
Total	\$40,264.50

INTEROFFICE MEMO

DATE: 6/23/23
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS - MEAT

Item: Meat (RFP #615 07/01/23 to 06/30/24)
Publication: Nassau/Suffolk Newsday April 6, 2023
Fund to Be Charged: Cafeteria
Bid Opening: May 5, 2023
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 16
Bidding 4

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 Meat in the following dollar amounts:

Ace Endico	\$ 1,373.04
Island Wholesale Meats and Foods	\$12,847.20
Total	\$14,220.24

INTEROFFICE MEMO

DATE: 6/23/23
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – PAPER, DISPOSABLES & CLEANING SUPPLIES

Item: Paper (RFP #616 07/01/23 to 06/30/24)
Publication: Nassau/Suffolk Newsday April 6, 2023
Fund to be Charged: Cafeteria
Bid Opening: May 5, 2023
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 15
Bidding 5

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 Paper, Disposables and Cleaning Supplies in the following dollar amounts:

Appco Paper & Plastics Corp.	\$24,156.36
Interboro Packaging Corporation	\$ 1,342.80
J & F Supplies	\$55,215.10
Mivila Foods	\$ 79.70
WB Mason	\$ 85.71
Total	\$80,879.67

INTEROFFICE MEMO

DATE: 6/23/23
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – SNACKS - SMART

Item: Snacks - Smart (RFP #618 07/01/23 to 06/30/24)
Publication: Nassau/Suffolk Newsday April 6, 2023
Fund to Be Charged: Cafeteria
Bid Opening: May 5, 2023
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 8
Bidding 5

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 Snacks - Smart items in the following dollar amounts:

Ace Endico	\$120,202.40
Canteen Refreshments	\$ 2,560.00
Jaybee Distributors	\$ 45,461.07
Mivila Foods	\$ 3,000.00
Total	\$171,223.47

INTEROFFICE MEMO

DATE: 6/23/23
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCIELLA, PURCHASING AGENT
RE: SEALED BIDS – SNACKS NON-COMPLIANT

Item: Snacks Non-Compliant (RFP #619 07/01/23 to 06/30/24)
Publication: Nassau/Suffolk Newsday April 6, 2023
Fund to be Charged: Cafeteria
Bid Opening: May 5, 2023
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 8
Bidding 5

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 Snacks Non-Compliant items in the following dollar amounts:

Ace Endico	\$ 526.89
Big Geysar	\$ 195.00
Jaybee Distributors	\$ 540.45
Total	\$1,562.43

INTEROFFICE MEMO

DATE: 6/23/23
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E.PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – STUDENT BEVERAGES WITHOUT EQUIPMENT

Item: Student Beverages without Equipment
(RFP #611 07/01/23 to 06/30/24)

Publication: Nassau/Suffolk Newsday April 6, 2023

Fund to be Charged: Cafeteria

Bid Opening: May 5, 2023

Place of Opening: South Huntington School District

Number of Companies Bidding: Invited to Bid 9
Bidding 8

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	\$ 8,840.06
Big Geysler	\$ 28,603.59
Jaybee Distributors	\$ 37,146.06
Libeety Coca Cola Beverages	\$ 75,000.00
Total	\$149,229.71

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2023**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Access 7 Services, Inc.**, (hereinafter the "CONSULTANT"), having a principal mailing address of 6080 Jericho Turnpike, Suite 200, Commack, NY 11725.

A. TERM

1. The term of this Agreement shall be from **July 1, 2023** through **June 30, 2024**, 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 district-wide, as follows:

SEE ATTACHED 2023-2024 SERVICES AND RATES

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as per **2023-2024 attached Rate Sheet**.

E. INSURANCE

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

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

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Access 7 Services, Inc.

West Islip Union Free School District

BY:



President

BY: _____



Access 7 Services Inc.

WEST ISLIP UNION FREE SCHOOL DISTRICT Rates 2023-2024

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
ABA Skills Assessments		Individual	\$105.00	\$84.00		
ABA Skills Assessments	Spanish	Individual	\$147.00	\$84.00	\$2,625.00	6 hours
Administration Workshop (6hrs)						
Assistive Technology - Staff Development and Training			\$105.00			
Assistive Technology (AT) Consultation Services		Parent(s)	\$110.00	\$84.00		
Assistive Technology (AT) Consultation Services	Spanish	Parent(s)	\$125.00	\$84.00		
Assistive Technology (AT) Consultation Services		Individual	\$131.00	\$84.00		
Assistive Technology (AT) Consultation Services	Spanish	Individual	\$150.00	\$84.00		
Augmentative/Alternative Communication Evaluation (SLP)		Individual		\$84.00	\$2,310.00	
Augmentative/Alternative Communication Evaluation (SLP)	Spanish	Individual		\$84.00	\$2,700.00	
Augmentative/Alternative Communication Services		Individual	\$288.00	\$84.00		2 Hour Minimum
Augmentative/Alternative Communication Services	Spanish	Individual	\$315.00	\$84.00		2 Hour Minimum
Autism Consultation (BCBA/LBA/Doctoral)		Individual	\$168.00	\$84.00		
Autism Diagnostic Observation Schedule (ADOS)		Individual		\$84.00	\$1,350.00	
Autism Diagnostic Observation Schedule (ADOS)	Spanish	Individual		\$84.00	\$2,100.00	
Behavior Rating Scale (by Psychologist)		Individual	\$236.00	\$84.00		
Behavior Rating Scale (by Psychologist)	Spanish	Individual	\$341.00	\$84.00		
Behavior Rating Scale (by Special Educator)		Individual	\$184.00	\$84.00		
Behavior Rating Scale (by Special Educator)	Spanish	Individual	\$205.00	\$84.00		
Behavior Services by BCBA-HOME		Individual	\$152.00	\$84.00		
Behavior Services by BCBA-HOME	Spanish	Individual	\$170.00	\$84.00		
Behavior Services by BCBA-SCHOOL		Individual	\$132.00	\$84.00		
Behavior Services by BCBA- SCHOOL	Spanish	Individual	\$157.00	\$84.00		
Behavior Services by NON-BCBA-HOME		Individual	\$105.00	\$84.00		
Behavior Services by NON-BCBA-HOME	Spanish	Individual	\$147.00	\$84.00		

***Group is two or more students per session
 ***No charge to district on provider absence
 or school closure

6060 Jericho Turnpike, Suite 200 Commack NY 11725
 Phone: 631 864 7770 Fax 631 864 7773
 Email: jd@access7online.com



WEST ISLIP UNION FREE SCHOOL DISTRICT Rates 2023-2024

Access 7 Services Inc.

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
Behavior Services by NON-BCBA-SCHOOL		Individual	\$105.00	\$84.00		
Behavior Services by NON-BCBA-SCHOOL	Spanish	Individual	\$147.00	\$84.00		
Behavioral Aide (1:1 Paraprofessional)		Individual	\$53.00	\$84.00		
Behavioral Intervention Plan (BIP) Development		Individual		\$84.00	\$420.00	
Counseling in Home		Individual	\$105.00	\$84.00		
Counseling in School		Individual	\$95.00	\$84.00		
Counseling in School		Group	\$158.00	\$84.00		
CSE Chair and Administrative Consultant		Individual			\$1,450.00	DAILY RATE
Educational Consultant		Individual	\$368.00	\$84.00		
Educational Consultant full-day				\$84.00	\$2,100.00	
Educational Consultant half-day				\$84.00	\$1,250.00	
Evaluations - Assistive Technology (AT)		Individual		\$84.00	\$1,450.00	
Evaluations - Assistive Technology (AT)	Spanish	Individual		\$84.00	\$2,100.00	
Evaluations - Educational		Individual		\$84.00	\$290.00	
Evaluations - Educational	Spanish	Individual		\$84.00	\$375.00	
Evaluations - Functional Analysis		Individual		\$84.00	\$3,600.00	
Evaluations - Occupational Therapy		Individual		\$84.00	\$210.00	
Evaluations - Reading		Individual		\$84.00	\$375.00	
Evaluations - Wilson Reading		Individual		\$84.00	\$425.00	
Evaluations - Orton Gillingham		Individual		\$84.00	\$475.00	
Evaluations - Physical Therapy		Individual		\$84.00	\$315.00	
Evaluations - Psychiatric		Individual		\$84.00	\$2,100.00	
Evaluations - Psychoeducational		Individual		\$84.00	\$1,575.00	
Evaluations - Psychoeducational	Spanish	Individual		\$84.00	\$2,600.00	
Evaluations - Psychological		Individual		\$84.00	\$1,300.00	

***Group is two or more students per session
 ***No charge to district on provider absence
 or school closure

6060 Jericho Turnpike, Suite 200 Commack NY 11725
 Phone: 631 864 7770 Fax 631 864 7773
 Email: jd@access7online.com



WEST ISLIP UNION FREE SCHOOL DISTRICT Rates 2023-2024

Access 7 Services Inc.

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
Evaluations - Psychological	Spanish	Individual		\$84.00	\$2,100.00	
Evaluations - Social History		Individual		\$84.00	\$260.00	
Evaluations - Social History	Spanish	Individual		\$84.00	\$325.00	
Evaluations - Speech Language		Individual		\$84.00	\$325.00	
Extended Day/After School program/Specialized Instruction		Group	\$158.00	\$84.00		
Feeding Therapy		Individual	\$168.00	\$84.00		
Feeding Therapy		Parent(s)	\$168.00	\$84.00		
Feeding Therapy		Staff/CSE member(s)	\$168.00	\$84.00		
Functional Behavior Assessments (by BCBA)		Individual		\$84.00	\$950.00	
Functional Behavior Assessments (by BCBA)	Spanish	Individual		\$84.00	\$1,575.00	
Home Tutoring/Instruction		Individual	\$105.00	\$84.00		
Job Coach On Site		Individual	\$132.00	\$84.00		
Nurse : Registered Nurse (RN)		Individual	\$100.00	\$84.00		
Nurse: LPN		Individual	\$80.00	\$84.00		
Occupational Therapy at Home		Individual	\$137.00	\$84.00		
Occupational Therapy at School		Individual	\$132.00	\$84.00		
Occupational Therapy at School		Group	\$200.00	\$84.00		
Occupational Therapy Classroom Consultation - in School		Individual	\$158.00	\$84.00		
Occupational Therapy Consultant in School		Individual	\$132.00	\$84.00		
Occupational Therapy Handwriting Groups		Group		\$84.00	\$105.00	Per Class
Occupational Therapy Whole Class Push-Ins		Group		\$84.00	\$105.00	Per Class
Occupational Therapy Screening		Individual		\$84.00	\$80.00	
Parent Counseling & Training by BCBA-HOME			\$152.00	\$84.00		
Parent Counseling & Training by BCBA- HOME	Spanish		\$170.00	\$84.00		

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WEST ISLIP UNION FREE SCHOOL DISTRICT Rates 2023-2024

Access 7 Services Inc.

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
Parent Counseling & Training by BCBA-SCHOOL		Individual	\$132.00	\$84.00		
Parent Counseling & Training by BCBA-SCHOOL	Spanish		\$157.00	\$84.00		
Parent Counseling & Training by NON-BCBA-HOME		Individual	\$105.00	\$84.00		
Parent Counseling & Training by NON-BCBA-HOME	Spanish	Individual	\$147.00	\$84.00		
Participation in Team or Parent Meetings/Program Review		Individual	\$84.00	\$84.00		
Physical Therapy		Individual	\$210.00	\$84.00		
Physical Therapy		Group	\$95.00	\$84.00		Rate per student
Physical Therapy Screening		Individual	\$105.00	\$84.00	\$105.00	
Reading Services		Individual	\$210.00	\$84.00		
Reading Services		Group	\$420.00	\$84.00		No more than 3 students
Reading Services- Wilson Reading		Individual	\$263.00	\$84.00		
Reading Services -Wilson Reading		Group	\$630.00	\$84.00		No more than 3 Students
Reading Services-Orton-Gillingham		Individual	\$315.00	\$84.00		
Reading Services-Orton-Gillingham		Group	\$790.00	\$84.00		
Resource Room Services-HOME		Individual	\$100.00	\$84.00		
Resource Room Services-SCHOOL		Individual	\$95.00	\$84.00		
Resource Room Services-SCHOOL		Group	\$152.00	\$84.00		
School Psychologist					\$735.00	DAILY RATE
School Aide (1:1 Paraprofessional)		Individual	\$35.00	\$84.00		

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WEST ISLIP UNION FREE SCHOOL DISTRICT Rates 2023-2024

Access 7 Services Inc.

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
School Shared Aide		Group	\$50.00	\$84.00		\$50 first 2 students \$15 each additional student
Special Education Teacher		Individual	\$105.00	\$84.00		
Special Education Teacher		Group	\$70.00	\$84.00		Rate per student
Speech/Language Consultant Teacher - in School						
Speech/Language Screening		Individual	\$132.00	\$84.00	\$80.00	
Speech/Language Services		Group	\$315.00	\$84.00		No more than 5 students
Speech/Language Services at Home		Individual	\$170.00	\$84.00		
Speech/Language Services at School		Individual	\$132.00	\$84.00		
Speech/PROMT Therapy		Individual	\$132.00	\$84.00		
Staff Development and Training-Aide Training			\$273.00			
Staff Development and Training- Behavioral Training			\$630.00			
Transition Coordinator		Individual	\$236.00	\$84.00		
Transition Coordinator	Spanish	Individual	\$263.00	\$84.00		
Travel Training		Individual	\$100.00	\$84.00		

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

and

Supplemental Agreement dated this 1st day of July, 2023 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Access 7 Services, Inc.,(the "Contractor") located at 6080 Jericho Turnpike, Suite 200, Commack, NY 11725.

WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d and 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 Access 7 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."

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, 2024. 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.]*

It will be stored in a fireproof password protected in a locked office within a building with 24 hour security cameras. Passwords are changed with end of service agreement or replacement of the unit.

Data in motion or at rest will be encrypted.

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

- 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:

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

7. Miscellaneous:

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

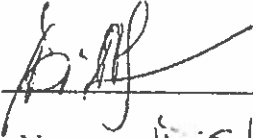
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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

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

Access 7 Services, Inc.

West Islip Union Free School District

By: 
Print Name: Bill Stefano
Title: President
Date: 6/12/2022

By: _____
Print Name: _____
Title: _____
Date: _____

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

This Agreement is entered into this 1st day of July, 2023 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 Brookville Center for Children's Services, Inc., (hereinafter "SCHOOL"), having its principal place of business for the purpose of this Agreement at 189 Wheatley Road, Brookville, New York 11545.

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, 2023 through June 30, 2024, 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.

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

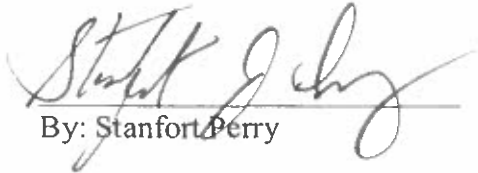
- a. The DISTRICT agrees to defend, indemnify and hold harmless the SCHOOL, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, 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: Ms. Jeanne Dowling
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795

To School: Attention: Regina Barnes,
Brookville Center for Children's Services, Inc.
189 Wheatley Road
Brookville, NY 11545

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.

BROOKVILLE CENTER FOR
CHILDREN'S SERVICES, INC.

A handwritten signature in cursive script, appearing to read "Stanford Perry", written over a horizontal line.

By: Stanford Perry

Chief Executive Officer

WEST ISLIP UNION
FREE SCHOOL DISTRICT

By: Anthony Tussie

President, Board of Education

**PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)**

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act,

Brookville Center for Children's Services, Inc.
(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

- A)
- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
 - 2) On request, furnish the New York States Department of Health, or its designee and the Secretary of the United State Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
 - 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Service Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Providers Authorized Signature: _____



Address: 189 Wheatley Road

City: Brookville

State: NY

Zip: 11545

Telephone: (516) 626-1000 Date Signed: 6/22/23

Please list the School District(s) under contract with on the back of this form.

STATEMENT OF REASSIGNMENT

Brookville Center for Children's Services, Inc.

Name of the Outside Contracted Provider


By this reassignment the above-named outside contracted provider of services agrees:

1. to reassign all Medicaid reimbursements to your school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP).
2. to accept as payment in full the contracted reimbursement rates for covered services.
3. to comply with all the rules and policies as described in your contract with the school district.
4. to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

NOTE: Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Supportive Health Services Program (SSHSP)

6/22/23

(Date)



(Outside Contract Service Provider's Signature)

West Islip Union Free School District

School District (under contract with): List additional ones on back of this form.)

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2023**, 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, 2023** through **June 30, 2024**, 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 2023 and Fall 2023-2024 as per attached
Student Information Summary and 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 2023-2024 school year.

E. INSURANCE

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

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, 2023**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Da Vinci Education & Research, LLC** (hereinafter the "CONSULTANT"), having a principal mailing address of 550 North Country Road, Suite B, Saint James, New York 11780.

A. TERM

1. The term of this Agreement shall be from **July 1, 2023** through **June 30, 2024**, 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 rate sheet

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as per attached **2023-2024 rate sheet**.

E. INSURANCE

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

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

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT


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

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

Da Vinci Education & Research, LLC

West Islip Union Free School District

BY:



Kerry Lee, Director

BY: _____

President, Board of Education



Da Vinci Education & Research
2023-2024

Student Services

Specialized Instruction on-site at Da Vinci	\$115/hr
Specialized Instruction (in district/virtual, 1:1)	\$130/session
Specialized Instruction (in district/virtual, group)	\$130 for 1st student/session \$75 for each additional student/session
Student/Teacher Consultation (in district/virtual)	\$210/up to one hr
Student/Teacher Consultation w/Specialized Instruction	\$210/up to one hr
CSE Participation/Team Meetings	\$210/up to one hr
Resource Room Services (in district/virtual)	
-Individual session(1:1)	\$50/per 30 min session
-Group session (2-5)	\$36/per child/ per 30 min session

Student Assessment/Evaluation

Independent Educational Evaluation	\$2,250
-Complete academic evaluation using standardized measures including assessment of all components of reading, writing and math. Comprehensive report findings and suggested recommendations. (CSE Participation not included)	
Functional Academic Assessment and Comprehensive Consult	\$1,800
-Includes records review, initial student screening onsite, student classroom observation, summary report of findings and recommendation, post assessment observation and screening onsite.	
-Psychological/Educational Evaluations and Psychological Evaluations	\$825
-Education Evaluation by Special Educator	\$300

Additional evaluations available upon request. Specific rates will be determined at the time of the request.

Bilingual Assessment Services

Bilingual Psychological Evaluation	\$950
Bilingual Educational Evaluation	\$850
Bilingual Social History	\$350

Report Summary Translated into Spanish	\$300
Translation and Editing of reports	\$100/page

Assistive Technology Services

Assistive Technology Consultation (in district/virtual, 1:1)	\$210/up to one hr
Assistive Technology Consultation (in district/virtual, group)	\$210 for 1st student/up to one hr \$40 for each additional student/up to one hr

Full Independent Assistive Technology Evaluation \$1,850

-Education-based evaluation created in direct consultation with all pertinent staff, parents and direct assessment for a specific student. It includes a comprehensive review of documents, artifacts and facilities to best incorporate recommendations into the student's program.
(CSE Participation not included)

Assistive Technology Consultation & Review of Documents \$750

-Includes a consultation with district personnel and review of all related documents. A written report will be included with recommendations.

Assistive Technology Mini-Workshops and Professional Development \$1,000

(excludes Superintendent's Conference Day)
-1 to 2 Hour Staff Development Mini-Workshops

Occupational Therapy Services

Occupational Therapy Session (in district/virtual, 1:1)	\$55/30 min
Occupational Therapy Session (in district/virtual, group)	\$55 for 1st student/30 min \$25 for each additional student/30 min

Behavioral Services

Functional Behavior Assessment/Behavior Intervention Plan	\$175/hr
Behavior Consultation (Non-BCBA)	\$125/hr
Behavior Consultation (BCBA)	\$150/hr
Behavior Intervention Service (Non-BCBA)	\$135/hr
Behavior Intervention Service (BCBA)	\$155/hr
Family Training (Non-BCBA)	\$135/hr
Family Training (BCBA)	\$155/hr
ABA and SEIT Services (Home or School)	\$50/30 min
Behavior Counseling	\$75/30 min
Psychotherapy Session (in person/virtual, 1:1)	\$150/hr
Co Parenting Therapy Session (in person/virtual)	\$200/hr
Reunification Therapy Session (in person/virtual)	\$200/hr

Executive Function Mini-Workshop Training \$1,575
-2-3 Hour Staff Development Mini-Workshops

Individual Executive Functioning Training Sessions \$200/hr
-5 session package \$900

Speech-Languauge Services

Speech Evaluation \$600

Speech Therapy Session (in district/virtual, 1:1 or group) \$55/per child/per 30 min

Professional Development and Training Packages

2 to 3 Hour Superintendent's Conference Day Seminar \$2,100
unlimited participants

1 to 5 Day Customized Staff Development Workshops \$3,150/day

Daily Consulting Rates \$2,625/day
per consultant

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

-Materials & Printing are an additional cost.

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

and

Supplemental Agreement dated this 1st day of July, 2023 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and DaVinci Education and Research, LLC (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 DaVinci Education and Research, LLC.

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, 2024. 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.]*

Student, Principal or Teacher data will be stored electronically in Google Workspace and ClickUp.

Please see attached Appendix E that provides information on our data security.

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.

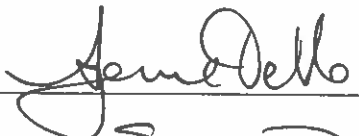
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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.

DaVinci Education and Research, LLC

West Islip Union Free School District

By: 

By: _____

Print Name: Suzanne DeLello

Print Name: _____

Title: Director of Business

Title: _____

Date: 6/19/23

Date: _____



Da Vinci Education & Research, D/B/A Da Vinci Collaborative
Data Privacy and Security

-Student data is used to track and monitor progress as well as drive instruction and adjust student programs if necessary.

-Only selective staff have access to electronic and non-electronic data.

-Da Vinci Education & Research utilizes Google Workspace to store electronic data. Google Workspace is subject to regular audits by third-party auditors to conform to industry standards for data security, transparency and accountability and attain certifications including SOC1™, (SSAE-16/ISAE-3402), SOC2™, SOC3™, ISO27001, ISO 27018:2014 and FedRAMP. In addition, DaVinci Education & Research has signed a Business Associate Agreement with Google for HIPAA Compliance.

-Da Vinci also utilizes ClickUp to store electronic data. It is hosted entirely on Amazon Web services. SOC 2 Compliant, PCI Compliant and encrypted not allowing third party viewing.

-Electronic data is stored on password-protected computers.

-All non-electronic/hard copy data is stored in a locked filing system.

-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.

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2023**, 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, 2023** through **June 30, 2024**, 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 2023-2024 school year and attached Home and Community Schedule A 2023-2024 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: Kim M. Kubasek

Kim M. Kubasek - CEC

BY: _____
President, Board of Education

Date: 6-28-23

Date: _____

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

RIDER TO SERVICE AGREEMENT

RIDER to the Agreement dated as of **July 1, 2023** 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.

Kim M. Kubasek
Chief Executive Officer

Kim M. Kubasek
Printed Name

6-28-23
Date

Board of Education

Printed Name

Date

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2023**, 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 **Eden II School for Autistic Children** (hereinafter the "CONSULTANT"), having a principal mailing address of 15 Beach Street, Staten Island, New York 10304-2713.

A. TERM

1. The term of this Agreement shall be from **July 1, 2023** through **June 30, 2024**, 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.

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

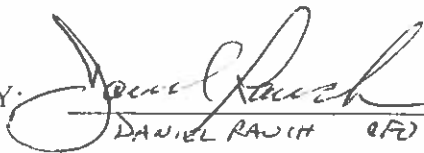
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

Eden II School for Autistic Children

West Islip Union Free School District

BY:



DANIEL RAVITT (F)

BY: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2023**, 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, 2023** through **June 30, 2024**, 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 **\$3,600.00** 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 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.

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 2023-2024 school year is \$3600. 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, 2023 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

- c. 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, 2024. 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
Print Name: Hillary Gomes
Title: Pediatric Neuropsychologist
Date: 6/29/23

By: _____
Print Name: _____
Title: _____
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, 2023**, 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, 2023 through June 30, 2024** 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.

**Schedule One
WEST ISLIP UFSD
2023 - 2024 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 Assessment, Intervention & Support Services	Rate Per 60 Minute Session
BIS and CSE & TEAM Meetings (Home)	\$120.00 per Student
BIS/Behavior Consultant BIS-Consult and CSE & TEAM Meetings (School)	\$131.00 per Student
BIS/Behavior Consultant BIS-Consult and CSE & TEAM Meetings - BCBA Doctoral (School/Home)	\$156.00 per Student
Parent Training and CSE & TEAM Meetings	\$132.00 per Student
Bilingual Parent Training and CSE & TEAM Meetings	\$156.00 per Student
BT/BIS Supervision (when requested by district) and CSE & TEAM Meetings (2)	\$153.00 per Student
ET AIDE/BI Paraprofessional Services in School (2)	\$56.00 per Student
RBT Training Program: Includes training and oversight for School District Staff	Pricing available upon request
Functional Behavior Assessment (FBA)	Rate Per 60 Minute Session
FBA by Behavior Consultant: Observation, Data Collection, Processes (10 hour minimum)	\$131.00 per Student, per 60 minutes
FBA by BCBA Doctoral: Observation, Data Collection, Processes (10 hour minimum)	\$156.00 per Student, per 60 minutes
Functional Behavior Assessment/Behavior Intervention Plan Reports NOT INCLUDED SEE EVALUATION RATE SHEET	See Eval Rates
Special Education Services - (Resource Room, Consultant Teacher)	Rate Per 60 Minute Session
Individual School Services: Resource Room Consultant Teacher Proctoring and CSE & TEAM Meetings	\$99.00 per Student
Group School Services: Resource Room Consultant Teacher/Proctoring (Min 2 - Max 5 Students)*	\$44.00 per Student**
Individual Reading Specialist and CSE & TEAM Meetings	\$131.00 per Student
Individual Home Services: Specialized Instruction and CSE & TEAM Meetings	\$109.00 per Student
Related Services -(Speech, Occupational, Physical, Counseling Therapy)	Rate Per 30 Minute Session
Individual School Services: Speech Therapy/Consult and CSE & TEAM Meetings	\$46.00
Individual School Services: Occupational Therapy/Consult and CSE & TEAM Meetings	\$61.00
Individual School Services: Physical Therapy/Consult and CSE & TEAM Meetings	\$66.00
Individual School Services: Counseling and CSE & TEAM Meetings	\$36.00
Individual Home Services: Speech, Occupational, Physical Therapy & Counseling	\$70.00
Group School Services: ST & OT (Min 2 - Max 5 Students)*	\$36.00 per Student**
Group School Services: PT (Min 2 - Max 5 Students)*	\$36.00 per Student**
Group School Services: Counseling (Min 2 - Max 5 Students)*	\$36.00 per Student**
Related Services Intervention Push-In Classroom	\$66.00 per 30 minute push-in
Related Services: ST, OT, PT, Counseling, Full Day or Half Day	Pricing Available Upon Request
Prompt & Lidcombe Program and CSE & TEAM Meetings	\$92.00
Vision/Orientation and Mobility and CSE & TEAM Meetings	\$92.00
Teacher of the Deaf (TDF) CSE & TEAM Meetings	\$61.00
Home Instruction - at Alternate Location	
Behavior Intervention Services - Alternate Location & CSE & Team Mtgs *** (1)	\$146.00 per Student/per 60 minutes
Behavior Intervention Services - Alternate Location - Additional Supports *** (1)	\$109.00 per Student/per 60 minutes
Alternate Location-Rel Svc Direct/Consult: ST, CSI, OT & PT & CSE & TEAM Mtgs (1)	\$61.00 per Student/per 30 minutes
Alternate Location: Parent Training and CSE & TEAM Mtgs (1)	\$156.00 per Student/per 60 minutes
Other Services Offered	
Assistive Technology Services or Consulting and CSE & TEAM Meetings	\$156.00 per Student per hour
Staff Development & Training (3)	\$225 hourly rate pro-rated, per speaker
Daily Rate for Services	Pricing Available Upon Request
Leave Replacement	Pricing Available Upon Request
Interim Director - Ass. Director for Special Education	Pricing Available Upon Request
Translation Services - Spanish Only	\$72.00 per 60 minutes (min. 2 hours)
Translation Services - all other Languages	\$94.00 per 60 minutes (min. 2 hours)
Workshop & Conferences - Customized to District Needs -	See Workshop Rate Sheet pg. 3
* 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 Recon hours already exist for the specific setting.	
(3) Does not include CEUs, see Workshop and Conference Rate Sheet page 3.	

Schedule One
WEST ISLIP UFSD
2023 - 2024 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	\$884
Auditory Continuous Performance Test (ACPT) *must have additional Audiological	\$360
Audiological	\$208
Assistive Augmentive Communication (AAC)	\$550
Functional Behavior Assessment Report (See Service Rate Sheet)	\$260
Behavior Intervention Plan Report (BIP)	\$260
Psychological	\$1,015
ADOS - * must have additional Social History and Classroom Observation	\$714
Social History	\$208
Classroom Observation	\$260
Educational	\$468
Reading	\$520
Occupational Therapy	\$434
PT or OT Screenings	\$102
Physical Therapy	\$408
Speech Therapy	\$134
Vision/ Orientation & Mobility Evaluation	\$495
Bilingual Evaluations	\$156 (additional per evaluation)
CSE Evaluation Meetings	\$102 per Student, per 60 minutes
CSE Meetings for ADOS	\$131 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	



District Workshop Fees (2023-24)

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 2023 - 2024 Services Agreement between Kidz Educational Services, SLP, OT, PT, LMSW, Psychology, Audiology, PLLC (hereinafter "Kidz Educational Services") and the West Islip UFSD (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 Alternate 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, 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 Alternate 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 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 placement is 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 Alternate Location rates will apply.

Provider signature _____

Provider Name, Title: Dr. Leonard Caltabiano, Chief Executive Officer

Tax ID # 84-3700766

Date 8/20/23

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, 2023 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

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, 2024. 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: 

By: _____

Print Name: Dr. Leonard F. Caltabiano

Print Name: _____

Title: CEO

Title: President, Board of Education

Date: _____

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, 2023**, 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, 2023** through **June 30, 2024**, 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 2023-2024 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 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.



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

2023-2024 List of Services and Rate Schedule

- ❖ Home Programming/ Behavior Intervention Services (NYS Certified Teacher Assistant) \$51 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, \$80 per 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) \$125per hour
- ❖ Consultation (NYS Certified Teacher, BCaBA, Social Worker or Psychologist) \$115 per hour
- ❖ BIS / 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, 2023 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Long Island Developmental Consulting, Services, Inc., 1355 Stony Brook Road, Stony Brook, New York 11780.

WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d and 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 Long Island Developmental Consulting 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, 2024. 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 data is stored on a HIPAA compliant server with updated firewalls and password protection. Data will be stored in a manner to protect its security and to mitigate any potential risks. Specifically student data, principal data are stored on an internal secured server housed in the access server room requiring rotating password protection. All email/data is encrypted while in motion and at rest with communications sent via secured SSL

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.

Long Island Developmental Consulting, Inc.

West Islip Union Free School District

By: 

By: _____

Print Name: Karen Hlubicky, LLC (S)

Print Name: _____

Title: Executive Director

Title: _____

Date: 6/21/23

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2023**, 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 **Metro Therapy** (hereinafter the "CONSULTANT"), having a principal mailing address of P.O. Box 6005, Hauppauge, NY 11788-9005.

A. TERM

1. The term of this Agreement shall be from **July 1, 2023** through **June 30, 2024**, 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.

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.

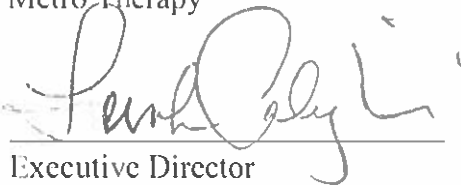
K. ENTIRE AGREEMENT

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.

Metro Therapy

BY:


Executive Director

West Islip Union Free School District

BY:

President, Board of Education

"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE
FREEDOM OF INFORMATION LAW"

SCHEDULE A – Page 1 of 2
PROPOSED RATES FOR West Islip UFSD
(July 1, 2023-June 30, 2024)

THIS SCHEDULE MUST BE ATTACHED TO ANY CONTRACT AWARDED

SERVICE	<i>In-District</i>	OT	PT	ST	Counseling
30- Minute Individual Session (Includes push-ins, pull-outs, consultation and observations)		\$44.00	\$46.00	\$44.00	\$44.00
30- Minute Group Session (up to 5 students) (Includes push-ins, pull-outs)		\$65.00	\$65.00	\$65.00	\$65.00
Whole Classroom Push-Ins – 30 minutes		\$75.00			
Handwriting Groups (up to 8 students)		\$70.00			
<i>Out-of-District: All services except Behavioral, Resource Room, Vision and Hearing provided in the home, private or parochial schools will be billed at the rate of \$50.00 per half hour session per child</i>					

SCREENINGS	OT	PT	ST	Bilingual ST
	\$44.00	\$46.00	\$100.00	\$150.00

EVALUATION	Monolingual	Bilingual
Occupational Therapy	\$190.00	\$200.00
Physical Therapy	\$190.00	\$200.00
Speech Therapy	\$275.00	\$375.00
Neuropsychological	\$3600.00	
A-DOS	\$550.00	
Psychological	\$475.00	\$575.00
Psychological/Education	\$775.00	\$875.00
Social History	\$100.00	\$175.00
Educational by Psychologist	\$375.00	\$475.00
Educational by Special Educator	\$275.00	\$375.00
Classroom Observation with report	\$100.00	
Assistive Technology AAC	\$1800.00	
Vision and Hearing	\$300.00	
Central Auditory Processing (CAP)	\$1750.00	

BEHAVIOR INTERVENTION SERVICES (Per Hour)	BCBA	Non-BCBA
Classroom Consultation	\$150.00	\$125.00
ABA Skills Assessment	\$150.00	\$125.00
FBA/BIP	\$150.00	\$125.00
BIS Family Training (In-home)	\$150.00	\$125.00
BIS Technician Supervision (In-home)	\$150.00	\$125.00
BIS Technician -Registered (In-home)		\$55.00
BIS Technician - non-Registered (In-home)		\$45.00

Supplemental Agreement between the

West Islip Union Free School District

and

Supplemental Agreement dated this 1st day of July, 2023 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Metro Therapy, the ("Contractor") located at P.O. Box 6005, Hauppauge, New York 11788-9005.

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 Metro Therapy.

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:

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.

Metro Therapy

By: 

Print Name: _____

Title: _____

Date: _____

West Islip Union Free School District

By: _____

Print Name: _____

Title: _____

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2023**, 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 **Milestones in Homecare, Inc.** (hereinafter the "CONSULTANT"), having a principal mailing address of 24 Roberts Street, Farmingdale, NY 11735.

A. TERM

1. The term of this Agreement shall be from **July 1, 2023** through **June 30, 2024**, 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:

NURSING SERVICES AS PER THE ATTACHED RATE SHEET

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

D. COMPENSATION

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

Milestones in Home Care, Inc.

West Islip Union Free School District

BY:

Kelly Dupanti

BY: _____

Quote Sheet

2023-2024 West Islip School District Proposal

DESCRIPTION AND FEE FOR SERVICES

**Milestones In Home Care, Inc.
24 Roberts Street
Farmingdale, NY 11735
516.293-0051
www.milestonesihc.com**

**Contact: Kelly Duranti RN, MSN, DON
kd@milestonesihc.com**

RN Services \$70.00/hr.

LPN Services \$62.00/hr.

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

Supplemental Agreement dated this 1st day of July, 2023 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Milestones in Home Care, Inc., 24 Roberts Street, Farmingdale, New York 11735.

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 Milestones in Home Care, 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, 2024. 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.]*

Student data will be stored in securely locked
fireproof file cabinets under the DOH regulations
Student data will only be used for medical orders

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.

MILESTONES IN HOME CARE, INC.

WEST ISLIP UNION FREE SCHOOL DISTRICT

By: Kelly Duranti

By: _____

Print Name: Kelly Duranti

Print Name: _____

Title: CFO

Title: _____

Date: 6/19/2023

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2023**, 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 **Nassau Suffolk Services for Autism – The Martin C. Borell School** (hereinafter the "CONSULTANT"), having a principal mailing address of 80 Hauppauge Road, Commack, New York 11725.

A. TERM

1. The term of this Agreement shall be from **July 1, 2023** through **June 30, 2024**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

Related Services district-wide as per attached 2023-2024 Rate Schedule

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 the amounts approved by the Commissioner of Education for the 2023-2024 school year.

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.

Nassau Suffolk Services for the Artistic Fine
Nassau Suffolk Services for Autism

West Islip Union Free School District

BY:  _____

Executive Director

Nicole Wenzel

Date 6/26/23

BY: _____

President, Board of Education



WEST ISLIP UFSD
NSSA - Rate Schedule for School Year 2023-2024

Name of Provider: Nassau Suffolk Services for the Autistic, Inc. (NSSA)

Contact Name and Title: Bonnie Eisert, Associate Executive Director, Consultation Services
Diana Mazzeo, Finance Coordinator

Address: 80 Hauppauge Road, Commack, NY 11725

Telephone #: 631-462-0386

Fax #: 631-462-4201

Website/E-Mail: www.nssainfo.org

Email: diana@nssainfo.org

Type(s) of Related Service and Rate Information for each type of Related Service that would be included in a potential agreement with the District(s):

Type of Related Service: Behavior Intervention Consultation (Indirect)

Rate Information: \$165.00/per hour

Type of Related Service: Behavior Intervention Services-Teacher/ABA Paraprofessional

Rate Information: \$85.00/per hour

Type of Related Service: Parent Training

Rate Information: \$165.00/per hour

Type of Related Service: Parent Training Workshop (Small Group)

Rate Information: \$200.00/per hour

Type of Related Service: Behavior Intervention Services – Teacher (home tutoring/instruction) or Extended Day Services

Rate Information: \$85.00/per hour

Type of Related Services: Registered Behavior Technician

Rate Information: \$85.00/per hour

WEST ISLIP UFSD
NSSA - Rate Schedule for School Year 2023-2024 (continued)

Type of Related Service: Behavior Intervention Services-Supervision Rate Information: \$165.00/per hour

Type of Related Service: Consultant Teacher or 1:1 Aide Rate Information: \$85.00/per hour

Type of Related Service: Intensive Clinical Support Instructor Rate Information: \$100.00/per hour

Type of Related Service: Functional Behavior Assessment Rate Information: \$165.00/per hour

Type of Related Service: Staff Development and Training Rate Information: \$200.00/per hour

Type of Related Service: Transition Planning Consultation Rate Information: \$200.00/per hour

Type of Related Service: Job Coach/Aide Rate Information: \$85.00/per hour

Type of Related Service: Resource Room/Learning Center Rate Information: \$85.00/per hour

Type of Related Service: Needs Assessment Rate Information: \$165.00/per hour

Type of Related Service: Vocational Counseling: Individual (Direct Service) Rate Information: \$85.00/per hour

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

Supplemental Agreement dated this 1st day of July, 2023 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and **Nassau Suffolk Services for Autism – The Martin C. Barell School**, 80 Hauppauge Road, Commack, New York 11725. . WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d and 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 Nassau Suffolk Services for Autism – The Martin C. Barell School.

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.

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

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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

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 - 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, 2024. 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.]*

_____ *per 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.

Nassau Suffolk Services for Autism, Inc.

**Nassau Suffolk Services for Autism-
The Martin C. Barell School**

West Islip Union Free School District

By: 

By: _____

Print Name: Nicole Woods

Print Name: _____

Title: Executive Director

Title: _____

Date: 6/10/13

Date: _____



Data Security and Privacy Plan

Overview

Student data security and privacy is a critical component of NSSA's ability to make informed, data-based educational decisions that impact the lives of the students we serve. The safe collection, use, protection, and management of the various types of student Personally Identifiable Information (PII) or other sensitive data is critical to our school's operations.

NSSA's information collecting systems are used only to collect and record student data for purposes related to student education, school management, reporting, or other appropriate, school-related purposes. Student PII or other sensitive data requested, collected, captured, generated, stored, or otherwise entrusted to and maintained by NSSA is only shared for legitimate educational purposes with those who are authorized, or as required by law. Reasonable care is taken to ensure that student PII or other sensitive data is never misused or disclosed to unauthorized individuals.

Storage and Security Protections:

- All student data and files that are stored electronically are kept with limited accessibility under password protected files on a server that is encrypted while in motion and at rest.
 - The use of an encrypted drive is employed for all email transmission of student data and information (e.g., OneDrive)
- Account management and access controls. Only the administrator controls the password and has the ability to change the users' password or disable the account
- All non-electronic student data and files are maintained in locked file cabinets and accessible only to staff working on the case (e.g., teacher, case manager, administrator)
- All NSSA staff attend annual and ongoing mandatory training on data security, privacy, HIPAA, and corporate compliance.



NSSA's Additional Commitments as a Third Part Contractor:

- **Contractor Lists** – NSSA will provide a list of all staff working on the contract to the school district representative.
 - NSSA will limit internal access to education records to those individuals who have a legitimate educational interest in such records (e.g., consultant teacher, behavior consultant, supervisor, department director etc.)
 - All NSSA staff attend annual mandatory training on data security, privacy, HIPAA, and corporate compliance.
 - NSSA will not use educational records for any other purpose than those explicitly authorized in the contract.
- **Data Accuracy / Correction Process** – School district personnel or parents who have a concern about the accuracy of data may communicate their concerns via email or phone call to the Executive Director.
- **Incident Reporting** – NSSA contractors will report all security incidents directly to the school district representative.
 - In the unlikely event NSSA is involved in a security incident or breach, NSSA will notify the school district in the most expedient way possible and without unreasonable delay.
- **Contractor Termination** - Upon departure of a contractor from the school district, NSSA will ensure that all sensitive information is collected and returned to the school district or destroyed within a timeframe mutually agreed upon.
- **Keycard and Security Access** - Upon termination of contract or at the request of the school district, NSSA will surrender all identification badges, access cards, equipment and supplies owned by the school district immediately.
 - Equipment and/or supplies retained by NSSA will be documented and authorized by the Executive Director



- **Auditing and Compliance** – NSSA complies with all auditing requirements. All software used by NSSA is properly inventoried and licensed.
- **Disclosure of Sub-Contractors** – NSSA does not use sub-contractors for contracted school district consultation.

Nassau Suffolk Services for the Autistic, Inc.
Company Name

Nicole Weidenbaum, Executive Director
Print Name and Title

6/26/23
Signature and Date

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

This Agreement is entered into this 1st day of July 2023 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 Nassau Suffolk Services for the Autistic, Inc. (NSSA)/The Martin C. Barell School (hereinafter "SCHOOL"), having its principal place of business for the purpose of this Agreement at 80 Hauppauge Road, Commack, NY 11725.

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, 2023 through June 30, 2024, 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:

- I. 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.
12. 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.
13. The SCHOOL shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
14. 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.
15. 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.
16. 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.

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).

17. The DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the SCHOOL to provide services pursuant to this Agreement.
18. 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.
19. 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.
20. 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

the Declaration pages of the policies, and a copy of the additional insured endorsement.

- 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 State of Education Department.
 - 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: Ms. Diana Mazzeo, Finance Coordinator
Nassau Suffolk Services for Autism
80 Hauppauge Road
Commack, NY 11725

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.

NASSAU SUFFOLK SERVICES FOR THE
AUTISTIC, INC. (NSSA)/THE MARTIN C.
BARELL SCHOOL



Nicole Weidman
Executive Director

Date: 6/10/23

WEST ISLIP UNION
FREE SCHOOL DISTRICT

President, Board of Education

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

This Agreement is entered into this **1st day of September, 2023** by and between the Board of Education of the West Islip School District (hereinafter the "**SENDING DISTRICT**"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **NYSARC, Inc. Suffolk Chapter** (hereinafter the "**RECEIVING EDUCATIONAL FACILITY**"), having its principal place of business for the purpose of this Agreement at **2900 Veterans Memorial Highway, Bohemia, New York 11716**.

WITNESSETH

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

WHEREAS, the RECEIVING EDUCATIONAL FACILITY is a 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 **September 2023 through June 30, 2024**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

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

**Full Day Educational Instruction and Related Services as
per student (s) IEP**

2. The RECEIVING EDUCATIONAL FACILITY shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.

3. All services provided by the RECEIVING EDUCATIONAL FACILITY to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the SENDING DISTRICT to the RECEIVING EDUCATIONAL FACILITY upon any modification of a student's IEP.
4. The RECEIVING EDUCATIONAL FACILITY shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. The RECEIVING EDUCATIONAL FACILITY shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the SENDING DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
6. The RECEIVING EDUCATIONAL FACILITY represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING EDUCATIONAL FACILITY represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. Upon the execution of this Agreement, the RECEIVING EDUCATIONAL FACILITY shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the RECEIVING EDUCATIONAL FACILITY providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING EDUCATIONAL FACILITY shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. The RECEIVING EDUCATIONAL FACILITY shall comply will all applicable policies of the RECEIVING EDUCATIONAL FACILITY while providing services pursuant to this Agreement.

9. The RECEIVING EDUCATIONAL FACILITY shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. The RECEIVING EDUCATIONAL FACILITY will work cooperatively with the SENDING DISTRICT'S Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The RECEIVING EDUCATIONAL FACILITY shall make relevant personnel available to participate in meetings of the SENDING DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING EDUCATIONAL FACILITY of such meetings.
11. The RECEIVING EDUCATIONAL FACILITY shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING EDUCATIONAL FACILITY in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING EDUCATIONAL FACILITY to provide services pursuant to this Agreement.
15. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING EDUCATIONAL FACILITY to render full

reports concerning the education and progress of the student(s) to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.

16. Upon reasonable prior written notice, the RECEIVING EDUCATIONAL FACILITY shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING EDUCATIONAL FACILITY.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the RECEIVING EDUCATIONAL FACILITY shall promptly give written notice of same to the SENDING DISTRICT.
18. Insurance
 - a. The RECEIVING EDUCATIONAL FACILITY, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the RECEIVING EDUCATIONAL FACILITY and the SENDING DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING EDUCATIONAL FACILITY in connection with the performance of the RECEIVING EDUCATIONAL FACILITY's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
 - b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
 - c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the RECEIVING EDUCATIONAL FACILITY shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
 - d. Upon the execution of this Agreement, the RECEIVING EDUCATIONAL FACILITY will supply the SENDING DISTRICT with a Certificate of Insurance including the SENDING DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The RECEIVING EDUCATIONAL FACILITY shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement.

See Attached Appendix A

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

D. MISCELLANEOUS

1. Termination

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

2. Defense / Indemnification

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

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

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

To RECEIVING EDUCATIONAL FACILITY:
 Mrs. Dana Luther, Director of PPS
 NYSARC-AHRC, Inc
 45 Crossways East Road
 Bohemia, NY 11716

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

6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
8. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supercedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
9. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
10. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

SENDING DISTRICT

RECEIVING EDUCATIONAL FACILITY

By: President, Board of Education



By: Executive Director

Paul H. Torres

Date: _____

Date: 6/26/23

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July 2023** by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Tender Age Pediatric Therapies** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 1227 Montauk Highway, Oakdale, NY 11769.

A. TERM

The term of this Agreement shall be from **July 1, 2023 through June 30, 2024** inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

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

SEE ATTACHED SERVICES AND FEE SCHEDULE

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

with any relevant criminal or professional misconduct.

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

personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

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

with any relevant criminal or professional misconduct.

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

personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

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

C. COMPENSATION:

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

SEE ATTACHED SERVICES AND 2023-2024 FEE SCHEDULE

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

D. MISCELLANEOUS

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

not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

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

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

4. Defense / Indemnification

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

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

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

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

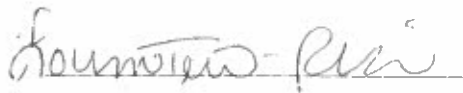
6. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce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

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

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

Tender Age Pediatric Therapies

West Islip Union Free School District



By: Lori Teitler-Rivera, President



By: President, Board of Education



1227-2 Montauk Highway
Oakdale, NY 11769
(631) 218-1545
(631) 218-2650

Physical Therapy • Occupational Therapy • Speech Therapy • Special Education • Social Work

Fees for Services 2023-2024

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

Individual Sessions: \$46.00 per 30 minute session
Group Session: \$70.00 per 30 minutes for up to 5 students
Consultant Session: \$46.00 per 30 minute session
Monolingual OT/PT Evaluation: \$190.00 per evaluation
Bilingual OT/ PT Evaluation : \$250.00 per evaluation
Monolingual Speech Evaluation: \$240.00 per evaluation
Bilingual Speech Evaluation: \$360.00 per evaluation

The agency will bill district for first absence of a child when therapist is not notified in advance.
The agency will bill district for meetings that the therapist attends.
The agency will bill an additional \$8.00 per session for any child who is seen at a parochial school, private school or at home.

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

and

Supplemental Agreement dated this 1st day of July, 2023 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and **Tender Age Pediatric Therapies** the ("Contractor") located at 1227 Montauk Highway, Oakdale, NY 11769.

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 Tender Age Pediatric Therapies.

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, 2024. 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 using individual passwords, encryption, firewalls, virus and malware protection as well as HIPAA compliant programs.

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.

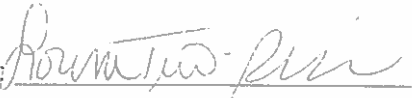
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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.

Tender Age Pediatric Therapies

West Islip Union Free School District

By: 

By: _____

Print Name: Lorinda Terrell Rivera

Print Name: _____

Title: President

Title: _____

Date: 6/27/2023

Date: _____

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

This Agreement is entered into this 1st day of July, 2023 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, 2023 through June 30, 2024, 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:

- I. 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



West Islip Public Schools

Debbie Langone

Director of Science and Engineering Technology K-12

1 Lion's Path, West Islip, NY 11795

Email: D.Langone@wi.k12.ny.us

Phone (631) 504-5809

To: Paul Romanelli
From: Debbie Langone
Date: June 22, 2023
RE: Surplus of Books

This memorandum is to request that we excess the following books from West Islip High School:

Quantity: 99
Course: Chemistry
Title: Standard Level Chemistry 2nd Edition
Author: Brown/Ford
ISBN 978-4479-5906-9

These texts were written to support an old Chemistry curriculum and do not support the new standards released from New York State.

If you need any further information, please reach out to Ms. Alvarez.

Pc: Dawn Morrison
Elisa Pellati
Jessica Alvarez



Lauren Lay
Director of ELA & Reading (6-12),
Director of ENL & Director of Library Media
West Islip School District
One Lion's Path
West Islip, New York 11795
(631)504-5846

TO: Elisa Pellati
FROM: Lauren Lay
DATE: June 21, 2023
RE: Beach Library -Weeding

I am requesting the surplus of weeded books from the Beach Library. These books are old and in poor condition.

From 9/1/2022-6/14/2023

Total Copies Weeded: 840

If you have any questions or concerns, please do not hesitate to contact me.

Cc: Andrew O'Farrell, Lisa Cosgrove



WI
WEST ISLIP PUBLIC SCHOOLS
DEPARTMENT OF ART AND MUSIC EDUCATION



Mr. Eric R. Albinder, Director
1 Lion's Path, West Islip, NY 11795
Email: e.albinder@wi.k12.ny.us
Phone: (631)504-5806 • Fax: (631)893-3270

Memorandum

To: Elisa Pellati, Assistant Superintendent for Business

From: Eric Albinder

Date: June 26, 2023

Re: Surplus of Baritone Horn

I would like to request the surplus of a baritone horn that is located at Manetuck Elementary School. This instrument is in very poor condition, beyond worth repairing, and has not even been utilized in over 10 years!

Brand – Conn
Serial Number – I.54581
Case Number – WIPS B-79

:

WI
WEST ISLIP UNION FREE SCHOOL DISTRICT
100 Sherman Avenue • West Islip, NY 11795
TEL: 631.930.1510 FAX: 631.893.3223

Food Services Department
Melanie Steinwies
Director of Food Services

MEMORANDUM

TO: Elisa Pellati
FROM : Melanie Steinweis
DATE: 6/27/23
RE: Excess of old equipment

Please see the below list of equipment that I would like to submit for excess.

Thank you,

Equipment	Asset Tag Number	Location	Reason for Excess
Pizza Warmer	1907	West Islip High School	Nonfunctional (broken)



June 30, 2023

To the Board of Education and
Ms. Elisa Pellati, CPA
Assistant Superintendent for Business
West Islip Union Free School District
100 Sherman Avenue
West Islip, New York 11795

We are pleased to confirm our understanding of the services we are to provide West Islip Union Free School District (the "District") for the fiscal year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the fiduciary fund, including the disclosures, which collectively comprise the basic financial statements of the District as of and for the fiscal year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual - General Fund
3. Schedule of Changes in the District's Total Other Post Employment Benefits Liability and Related Ratios
4. Schedule of District's Proportionate Share of the Net Pension Asset/(Liability)
5. Schedule of District's Contributions

ISLANDIA: 3033 EXPRESS DRIVE NORTH, SUITE 100 • ISLANDIA, NY 11749
WHITE PLAINS: 50 MAIN STREET, SUITE 1000 • WHITE PLAINS, NY 10606
PHONE: (631) 234-4444 • FAX: (631) 234-4234

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements, or in a separate written report accompanying our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards
2. Schedule of Change from Adopted Budget to Final Budget – General Fund and Section 1318 of Real Property Tax Law Limit Calculation
3. Schedule of Project Expenditures – Capital Projects Fund
4. Net Investment in Capital Assets

We will also audit the financial statements of the Extraclassroom Activity Funds as of and for the fiscal year ended June 30, 2024.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or

special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmations. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk of material misstatement as part of our audit planning:

Presumed risk of management override of controls.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the District and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the District, and prepare the auditee section of the Data Collection Form in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to assisting in the preparation of the financial statements, schedule of expenditures of federal awards, related notes, and preparation of the auditee section of the Data Collection Form. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes and the auditee section of the Data Collection Form and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements, schedule of expenditures of federal awards and related notes, and preparation of the auditee section of the Data Collection Form and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, related notes and auditee section of the Data Collection Form prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making a draft of the schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to individuals within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees,

grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review upon request.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare schedules we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of R.S. Abrams & Co., LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the New York State Education Department or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of R.S. Abrams & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may

intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the New York State Education Department or other oversight agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Brendan Nelson, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in May 2024 and to issue our reports no later than October 15, 2024. Our fees for these services will be based on the actual time spent at our standard, hourly rates. Our standard, hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended through the date of termination.

Based on our preliminary estimates, the audit fee for the fiscal year ending June 30, 2024 will not exceed \$46,000. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Reporting

We will issue written reports upon completion of our audit of the financial statements and Single Audit. Our reports will be addressed to management and those charged with governance of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an

opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letters of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this letter. This report reflects a peer review rating of pass, which is the highest rating for a peer review.

We appreciate the opportunity to be of service to the West Islip Union Free School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

R.S. Abrams & Co., LLP

R.S. Abrams & Co., LLP

By: *[Signature]*

Title: Partner

Date: June 30, 2023

R.S. Abrams & Co., LLP:

This letter correctly sets forth the understanding of West Islip Union Free School District.

Board of Education President: _____

Date: _____

Assistant Superintendent for Business: _____

Date: _____



Report on the Firm's System of Quality Control

To the Partners of R.S. Abrams & Co., LLP
and the Peer Review Committee of the
Pennsylvania Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of R.S. Abrams & Co., LLP (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and an audit of employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of R.S. Abrams & Co., LLP in effect for the year ended March 31, 2020 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. R.S. Abrams & Co., LLP has received a peer review rating of *pass*.

Flaherty Salmin LLP

Rochester, New York
January 5, 2021