

AGENDA



BOARD OF EDUCATION

August 15, 2024

Beach Street Middle School
17 Beach Street
7:30 p.m.

Submitted by:
Dr. Paul Romanelli
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
August 15, 2024

Beach Street Middle School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted at the opening of the meeting. Each person or representative of a group will be limited to three minutes.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the July 9, 2024 Annual Reorganizational Meeting, the July 9, 2024 Regular Meeting and the July 29, 2024 Special Meeting.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) Policy Committee {6/4/2024}
 1. Code of Conduct Second Reading
 2. Code of Conduct Adoption
 - B) Education Committee {8/12/2024}
 - C) Finance Committee {8/12/2024}
 - D) Buildings & Grounds Committee {8/12/2024}
- IX. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Contracts
 1. Brookville Center for Children's Services, Inc. Special Education 2024-2025
 2. DaVinci Education & Research, LLC Consultant Services 2024-2025
 3. Developmental Disabilities Institute Special Education 2024-2025
 4. Dragonfly ABA Consultant Services 2024-2025
 5. Eden II School for Autistic Children Consultant Services 2024-2025
 6. Home Care Therapies, LLC, d/b/a Horizon Healthcare Staffing Consultant Services 2024-2025
 7. Long Island Developmental Consulting, Inc. (LIDC) Consultant Services 2024-2025
 8. Long Island Tutorial Services Consultant Services 2024-2025
 9. Metro Therapy, Inc. Consultant Services 2024-2025
 10. Milestones in Homecare, Inc. Consultant Services 2024-2025
 11. New York Therapy Placement Services, Inc. Consultant Services 2024-2025
 12. PPT Therapies of Western Suffolk, PT, OT, SLP, LLP Consultant Services 2024-2025
 13. Serene Home Nursing Agency Consultant Services 2024-2025
 14. Tender Age Pediatric Therapies Consultant Services 2024-2025
 - C) Approval of Surplus
 1. Miscellaneous books – Beach Street Middle School
 2. Miscellaneous books – Udall Road Middle School
 - D) Approval of Resolutions
 1. Tax Levy 2024-2025

X. PRESIDENT'S REPORT

- A) Approval of Resolution re: destruction of unused ballots and full ballot booklets not used at the January 23, 2024 Bond Vote for the High School Pool.
- B) Approval of Resolution re: State Environmental Quality Review Act – SEQRA Resolution – Proposed Site Improvements and Construction Project (including Kitchen Renovation and Parking Lot) at Masera Middle School
- C) Appointment of Board Committees/Liaisons 2024-2025
- D) Approval of Stipulation of Settlement and Release – student A

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

ANNUAL REORGANIZATIONAL MEETING OF THE BOARD OF EDUCATION
July 9, 2024 – Beach Street Middle School

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

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Volz

The Constitutional Oath of Office was administered by Attorney Thomas Volz to newly elected trustees, Richard Antonello and Debbie Brown.

Mr. Tussie opened the floor for nominations for President of the Board of Education for the 2024-2025 school year. Richard Antonello nominated Anthony Tussie for President and there were no other nominations. In favor were Mr. Antonello, Mr. Bedell, Mrs. Brown, Mrs. Kelly, Mrs. Marks, and Mr. McCann. No one was opposed. Mr. Tussie abstained. Motion passed 6-0.

Peter McCann nominated Debbie Brown for Vice President of the Board of Education for the 2024-2025 school year. In favor were Mr. Tussie, Mr. Antonello, Mr. Bedell, Mrs. Kelly, Mrs. Marks, and Mr. McCann. Mrs. Brown abstained. Motion passed 6-0.

The Constitutional Oath of Office was administered by Attorney Thomas Volz to President Tussie and to Vice President Brown.

Mr. Tussie expressed his appreciation and gratitude for the nomination. Mr. Tussie thanked his fellow Board members for trusting him with this position again. Mr. Tussie wished Debbie Brown best of luck as the new Vice President of the Board.

Meeting was called to order at 7:38 p.m. followed by the Pledge.

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

Building Inspections:

Bayview Elementary	Udall Road Middle School
Manetuck Elementary	West Islip High School
Oquenock Elementary	Kirdahy
Paul J. Bellew Elementary	Masera
Beach Street Middle School	Westbrook

Motion was made by Debbie Brown, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve a consent agenda for the following items listed on the agenda:

1. Appointment of Board Committees/Liaisons for the 2024-2025 school year.
2. Appointment of Elizabeth Davis as District Clerk, Maureen O'Connor (alternate) for the 2024-2025 school year.
3. Appointment of Deborah Falcon as District Treasurer and Kristi Macchione as Deputy Treasurer for the 2024-2025 school year.
4. Appointment of Anne Kuhlwillm; alternates Rhonda Rauch and Rosemary Dowling as Board of Registration for the 2024-2025 school year.
5. Treasurer's Bond set amount at \$1,000,000.00 for the 2024-2025 school year.
6. Claims Auditor's Bond set amount at \$1,000,000.00 for the 2024-2025 school year.
7. Appointment of Patricia Plompen as Claims Auditor for the 2024-2025 school year.
8. Appointment of Robert Nocella as Purchasing Agent for the 2024-2025 school year.
9. Appointment of Christine Kearney as Deputy Purchasing Agent for the 2024-2025 school year.
10. Appointment of Elizabeth Davis as Records Access Officer for the 2024-2025 school year.
11. Appointment of New York State Insurance Reciprocal as insurance carrier for the 2024-2025 school year.
12. Appointment of Volz & Vigliotta, PLLC as Attorney/Legal Officer for the 2024-2025 school year.
13. Appointment of Chief/School Physicians for the 2024-2025 school year as follows:
L. Atkinson, RPA; Dr. Jules Cohen; Dr. Costa Constantatos; Dr. Sarita Duchatelier and Dr. Keith Chu Cheong, Pediatric Neurology; Yvette Feis, PhD, Neuropsychologist; Dr. Eugene Gerardi; Dr. Richard Gold; Dr. Joseph Grillo, Chief School Physician; Island Gastroenterology Consultants, P.C; Dr. Roger Keresztes; Dr. Jack Marzec; Dr. Brian McHugh; Dr. Jennifer Mingione, Internal Medicine; Dr. Jorge Montes; Dr. Tracy Onal; Dr. Gregory Puglisi; Dr. Leonard Savino; Dr. Phil Schrank; Amna Sher, MD; Dr. Robert A. Smolarz; South Shore Neurologic Associates; Joseph Tommasino, RPA; Emergency Medical Technician Coverage for Athletic Events: Robert Mallimo, Richard Naeder, Dean Timmons, Kristine Ostrem, Robert Mallimo Jr., Matthew Mallimo.
14. Newspapers Designated to Carry Legal Notices for the 2024-2025 school year as follows: Babylon Beacon, Islip Bulletin and Newsday.
15. Depositories Designated for the 2024-2025 school year as follows: J.P. Morgan Chase, HSBC, NYCLASS, Empire National Bank, People's United Bank, N.A., T.D. Bank and Webster Bank.
16. Appointment of Committee on Special Education and Committee on Pre-School Special Education/Alternates/Secretaries for the 2024-2025 school year (list included in supplemental file).
17. Appointment of District Team – New Compact for Learning for the 2024-2025 school year as follows: Luann Dunne, teamsters Local 237 Clerical; Denise Hayes, PTA-Elementary; Tiffany Pepitone PTA-Middle School; Patricia McCabe PTA-High School; Student Senate Representative, WIHS Student; Student Senate Representative, WIHS Student; Dr. Paul Romanelli, Superintendent; Rhonda Pratt, WIASA – Elementary; Dr. Daniel Marquardt, WIASA – Middle School; Andrew O'Farrell, WIASA – High School; Karen Desz, WITA – Elementary; Michele Holt, WITA – Middle School; Joseph Dixon, WITA – High School.
18. Appointment of Health and Wellness Alliance Committee Members for the 2024-2025 school year as follows: Lauren Albanese, Lindsay Bevis-Hamchuk, Debbie Brown, Angie Carpenter, Marcelle Crudele, Christina Elefante, Kiersten Girardi, Erin Harris, Jannette Hofmann, Tim Horan, Tara Howe, Grace Kelly-Peleg, Sharon Kerrigan, RN, Shanan Mauro, Patty McCabe, Peter McCann, Tricia Mileti, Kristin Miller, Dawn Morrison, John Mullins, Kristin Miller, Dawn Mullins, Noreen Panzner, Nicole Perperis, Rhonda Pratt, Lee-Ann Puccia, RN, Nicole Rosenberg, Dave Rubano, Carrie Russo, Meghan Schou, Diana Sepe, Marc Soto-YES, Melanie Steinweis, Ariana Stubbmann, Lynn Summers, Barbara Vouris-YES. Dr. Joseph Grillo & Dr. Gregory Puglisi – Chief School Physicians.

19. Adoption of the following resolution and appointment of Impartial Hearing Officers for the 2024-2025 school year: WHEREAS, the Regulations of the Commissioner of Education, Pursuant to Sections 207, 3214, 4403, 4404 and 4410 of the Education Law, Part 200, amended January 2007, Section 200.2(e) states that “the Board of Education or trustees of each school district shall establish a list of: (1) The names and statement of the qualifications of each impartial hearing officer who is: (i) certified by the Commissioner of Education pursuant to section 200.1(x)(2) of this Part and; (ii) available to serve in the district in hearings conducted pursuant to Education Law section 4404(1). Appointment of impartial hearing officers pursuant to Education Law section 4404(1) shall be made only from such list and in accordance with the rotation selection process prescribed herein and the timelines and procedures in section 200.5(j) of this Part. Such names will be listed in alphabetical order. Selection from such list shall be made on a rotational basis beginning with the first name appearing after the impartial hearing officer who last served or, in the event no impartial hearing officer on the list has served, beginning with the first name appearing on such list. Should that impartial hearing officer decline appointment, or if, within 24 hours, the impartial hearing officer fails to respond or is unreachable after reasonable efforts by the district that are documented and can be independently verified, each successive impartial hearing officer whose name next appears on the list, shall be offered appointment, until such appointment is accepted. The name of any newly certified impartial hearing officer who is available to serve in the district shall be inserted into the list in alphabetical order (list included in supplemental file).”
20. Appointment of George Christopher Marzuk as Hearing Officer for Superintendent’s Hearings for the 2024-2025 school year.
21. Appointment of Lisa DiSibio as Data Protection Officer for the 2024-2025 school year.
22. Dates/building sites for the 2024-2025 Regular and Planning Session meetings of the West Islip Board of Education (list included in supplemental file).
23. Date/time for 2025 West Islip High School Commencement Exercises - Friday, June 27, 2025 at 6:00 p.m.
24. Adoption of resolution re: District’s participation in ECIA Title I Program and other federal programs for 2024-2025 and authorization for the Superintendent to apply for all federal funds for the 2024-2025 school year (resolution in supplemental file).
25. Adoption of resolution re: designation of Superintendent to determine entitlement for attendance of the schools of the district (resolution in supplemental file).
26. Adoption of resolution re: certification of qualified Lead Evaluators of teachers and building principals having successfully completed the training requirements (resolution in supplemental file).
27. Adoption of resolution re: certification of qualified Lead Evaluators and evaluators of teachers having successfully completed the training requirements (resolution in supplemental file).
28. Adoption of resolution re: certification of coordinators in accordance with the requirements of the Dignity for All Students Act (resolution in supplemental file).
29. Adoption of resolution re: Chief Emergency Officer (resolution in supplemental file).
30. Appointment of James Cameron as Title IX Compliance Officer for the 2024-2025 school year.
31. Appointment of Instructional Review Committee for the 2024-2025 school year as follows: Dawn Morrison, Assistant Superintendent for Curriculum and Instruction; Andrew O’Farrell, Secondary Principal; Rhonda Pratt, Elementary Principal; To be named as appropriate, Program Director; Kristyna Acerno, Library-Media Specialist; Tina Schaefer, Secondary Teacher; Christina Krueer, Elementary Teacher; To be named as appropriate, Community Member.
32. Appointment of Maureen O’Connor and Elizabeth Davis (alternate) as person authorized to accept service re: subpoenas, lawsuits, etc. for the 2024-2025 school year.
33. Appointment of Board of Education as Audit Committee for the 2024-2025 school year.
34. Appointment of Cullen & Danowski, LLP as Internal Auditor
35. Appointment of R.S. Abrams & Co., LLP as District Auditor(s) for the 2024-2025 school year.
36. Cell Phone Usage as per Board Policy 5570 (list included in supplemental file).
37. Adoption of the following resolution re: empowering Board President to authorize member attendance at conferences, workshops, conventions, etc. {Board Policy No. 2320}: BE IT RESOLVED *that the Board of Education of the West Islip UFSD designates the President of the Board of Education to authorize Board of Education member attendance at conferences, conventions, workshops, etc. for the 2024-2025 school year.*

Meeting adjourned at 7:39 p.m. on motion by Debbie Brown, seconded by Richard Antonello and carried when all Board members present voted in favor.

REGULAR MEETING OF THE BOARD OF EDUCATION
July 9, 2024 – Beach Street Middle School

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

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Volz

Meeting called to order at 7:39 p.m.

APPROVAL OF MINUTES:

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the minutes of the June 18, 2024 Planning Session.

PERSONNEL

Motion was made by Debbie Brown, seconded by Richard Antonello and carried when all Board members present voted in favor to approve the following 7/9/2024 Personnel Agenda item T-1 as listed below:

TEACHERS

T-1

RESIGNATION

Brittany DiLuciano, World Languages
Effective July 1, 2024
(High School)

Louis Riley, Elementary
Effective June 30, 2024
(Manetuck)

Motion was by Debbie Brown, seconded by Richard Antonello and carried when all Board members present voted in favor to approve the following **TEACHING: PROBATIONARY APPOINTMENTS:**

Katlyn Colace, World Languages, effective August 30, 2024 through August 29, 2027 (West Islip High School; Step 1A ⁴, replacing Brittany DiLuciano {resigned}).

Christine Breslin, Elementary, effective August 30, 2024 through August 29, 2028 (Paul J. Bellew; Step 1 ⁴, {new position}).

Regina Hartnett, Elementary, effective August 30, 2024 through August 29, 2028 (Bayview, Step 1A ⁴, replacing Maria Lucie {retired}).

Jillian Ruffo, Special Education, effective August 30, 2024 through August 29, 2028 (Oquenock, Step 1A ⁴, {new position}).

Jessica Schilling, Special Education, effective August 30, 2024 through August 29, 2028 (Manetuck, Step 1A ⁴, {new position}).

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

Motion was by Debbie Brown, seconded by Richard Antoniello and carried when all Board members present voted in favor to approve the following 7/9/2024 Personnel Agenda items T3, T1A, CL-1, CL-2 and Other as listed below:

T-3 PART-TIME APPOINTMENT

April Virga, ASL (.4)
Effective August 30, 2024
(Beach Street and Udall; Step 1A¹ {pro-rated}; {new position})

TEACHING ASSISTANTS

TA-1 RESIGNATION

Jillian Ruffo, Special Education
Effective July 1, 2024
(Manetuck)

CIVIL SERVICE

CL-1 CHANGE IN TITLE

Rosemary Reichert, Senior Account Clerk
Effective July 10, 2024
(District Office; Step 7; change from Senior Office Assistant replacing Eva Gonzalez {resigned})

Paul Shields, Acting Custodial Worker III
Effective July 9, 2024 through October 9, 2024
(Kirdahy; Step 2; change from Custodial Worker I; replacing Robert Verito {LOA})

CL-2 PROBATIONARY APPOINTMENT

Jacqueline Signorelli, Part-Time Food Service Worker
Effective August 29, 2024
(Beach Street; \$16.54/hr; replacing Khaleda Gousuzzaman {resigned})

OTHER

MENTOR PROGRAM 2023-2024

Mentor
Caryn Drezner (Katlyn Colace, World Languages)

PERMANENT SUBSTITUTE TEACHER RESIGNATION

Christina Bonfiglio
Effective July 5, 2024
(Oquenock)

OTHER
continued

PERMANENT SUBSTITUTE TEACHER RESIGNATION

Helene Mendez
Effective June 27, 2024
(Oquenock)

PREFERRED SUBSTITUTE

Scott Mattera
Effective July 1, 2024
(High School; \$178.78/day; {reassigned})

PREFERRED SUBSTITUTE (PART-TIME)

April Virga (.6)
Effective August 30, 2024
(High School; \$107.27/day; {new position})

REGENTS REVIEW 2023-2024

Mathematics
Melanie Vecchione

SUBSTITUTE TEACHER REINSTATED

Christina Bonfiglio, effective September 4, 2024
Helene Mendez, effective September 4, 2024

REPORT OF BOARD COMMITTEES

Buildings and Grounds Committee (6/18/2024): Mrs. Brown reported on the meeting held 6/18/2024. Items reviewed included air conditioning rebate from PSEG that totaled \$672,212.00. Tom Cahill from PSEG presented the rebate information to the committee. Masera/BOCES roof is mostly completed, trim work is remaining, concrete sidewalks, paving, HVAC, interior finishes, etc. have been completed. The Board of Education will tour Masera-BOCES in August and will report back. Summer camp and cleaning project have all been scheduled and are on track. The High School basement cleanout was done in May and completed with great success. The Beach Street Middle School waste ejection pumps replacement project has been started and in progress. The District Office Security vestibule renovation is on schedule and front entrance has been demolished.

Special Education Committee: Mrs. Brown reported on the abbreviated meeting held 7/9/2024 via telephone. Items reviewed included ESY (Extended School Year), IEPs from CSE and CPSE recommendations from respective committees and will be approved at this evening's meeting.

Policy Committee:

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the following item # 1 Annual Review listed below:

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}

The policies listed under the annual review are from the old policy manual. As the policy manual continues to be updated there will be new policy numbers and titles associated with these policies listed above.

There was a new policy manual reading of the items listed below.

2. Second Reading – Series 0000 Philosophy, Goals & Objectives
3. Third reading – Series 1000 Community Relations
4. First reading – Code of Conduct

CURRICULUM REPORT:

Mrs. Morrison congratulated and welcomed all the new hires and is looking forward to collaborating with them.

Mrs. Morrison advises that the Summer Investigations program for grades 1-5 is up and running at Paul J. Bellevue and approximately 140 students are attending. Students are engaged in the Foundations and Ready to Rise program to support their grade level literacy needs, along with hands-on, interactive math activities. The district received the AP and IB results from the June exams and results will be reviewed, along with the Regents exams and shared at an upcoming meeting. The data reviewed will be utilized to inform instruction for the 2024-2025 school year. All AP exams will be administered digitally in the Spring of 2025. Summer PD for teachers and staff has commenced. PD sessions are focusing on the Science of Reading, the utilization of various technology applications to supplement instruction, effective implementation of the district's electronic use policy; the Profile of a Graduate and much more.

New Teacher orientation will take place on August 27, 28 and 29th. Superintendent's Conference days are August 30th and September 3rd.

FINANCIAL MATTERS:

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve 2024 – 2025 General Fund budget transfers 4419-4423 and Capital Fund budget transfer 4420.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Tax Anticipation Resolution re: Authorizing the issuance of not to exceed \$20,000,000 Tax Anticipation Notes in anticipation of the receipt of taxes levied or to be levied for the fiscal year ending June 30, 2025.

**TAX ANTICIPATION NOTE RESOLUTION OF WEST ISLIP UNION
FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW
YORK, ADOPTED JULY 9, 2024, AUTHORIZING THE ISSUANCE OF
NOT TO EXCEED \$20,000,000 TAX ANTICIPATION NOTES IN
ANTICIPATION OF THE RECEIPT OF TAXES LEVIED OR TO BE
LEVIED FOR THE FISCAL YEAR ENDING JUNE 30, 2025**

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 \$20,000,000.00, 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, 2024 and ending June 30, 2025, 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 one of the following: 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 Richard Antonello and duly put to a vote on roll call, which resulted as follows:

AYES: 7

NOES: 0

The resolution was declared adopted.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve 2024-2025 Contracts: Center for Developmental Disabilities Consultant Services; Access 7 Consultant Services Inc.; Health Source Group, Inc. Consultant Services; Nassau Suffolk Services for the Autistic, Inc./The Martin C. Barell School Consultant Services; Nassau Suffolk Services for the Autistic, Inc./The Martin C. Barell School Special Education; NYSARC, Inc., Suffolk Chapter Special Education; Reach for the Stars Tutoring, Inc. Consultant Services; United Cerebral Palsy Association of Greater Suffolk, Inc. Special Education.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Surplus: Miscellaneous books - Oquenock Elementary; Cardiac Science Powerheart AED G3 - Districtwide; Large Stand Mixer - West Islip High School; Miscellaneous I.T. Equipment – Districtwide.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the following Bids 2024-2025: Bagels; Bread; Dairy; Direct Diversion; Drinks-Non-Student; Drinks-Student; Frozen; Grocery; Ice Cream; Meat; Paper and Disposables; Snack-Compliant; Snacks – Non-Compliant; Kitchen Equipment and Smallwares.

PRESIDENT'S REPORT:

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve resolution re: 2024-2025 Income Eligibility Guidelines for Free and Reduced Lunch.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Contract of Superintendent of Schools – amended dates – 7/1/2024-6/30/2029.

BE IT RESOLVED that the Board of Education of the West Islip UFSD hereby approved Amendment #1 to Dr. Romanelli's terms and conditions of employment for the amended dates July 1, 2024-June 30, 2029 and authorizes the Board President to sign the Agreement.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Memorandum of agreement re: WITA Teaching Assistants' Chapter.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Memorandum of Agreement re: WITA Nurses' Chapter

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve The Bridges Academy Second Amendment to the Lease Agreement.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve After School Kids Under Supervision, Inc. Sixth Amendment to the Lease Agreement.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Compact for Learning Plan.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Resolution re: Capital Improvements Projects at Masera.

RESOLUTION:

BE IT RESOLVED by the Board of Education of the West Islip Union Free School District the West Islip Union Free School District agrees to approve the following capital improvements projects at the newly renamed Masera Middle School, as presented by the lessee, Eastern Suffolk BOCES: (i) Renovations to the existing Kitchen (\$1,172,158); and (ii) a New Parking Lot (\$973,575). Funding for these projects is to be provided entirely by the Agency, not by the West Islip Union Free School District, and shall include all related Soft Costs (i.e. environmental pre-construction testing, soil analysis, soil borings/geotechnical report, advertising fees, copy fees, Architectural/Engineering design fees, Construction Management fees, etc.) Renovations to the Kitchen shall include, but not be limited to: new mechanical and plumbing equipment, new kitchen cooking/serving equipment, new electrical power, new floor/ceiling/wall finishes, and light general construction. The new Parking Lot shall include, but not be limited to: construction of a new (71) stall parking lot located at the front of the school adjacent to Udall Road and inclusive of new asphalt paving, new concrete curbs, new drainage, new signage, new site lighting, and new fencing.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Resolution re: State Environmental Quality Review Act – SEQRA Resolution – Proposed Site Improvements and Construction Project at Masera.

RESOLUTION:

BE IT RESOLVED by the Board of Education of the West Islip Union Free School District the West Islip Union Free School District agrees to approve the following:

SEQRA RESOLUTION

WHEREAS, the West Islip Union Free School District Board desires to embark upon the following improvements at the Masera Learning Center as set forth herein and as listed in the working budget: (1) construction of a new 27,000 sf parking lot including curbs, sidewalks, site lighting, drainage, and landscaping (hereinafter collectively referred to as the "Project"); and

WHEREAS, said capital improvements are subject to classification under the State Environmental Quality Review Act (SEQRA); and

WHEREAS, construction of a new 27,000 sf parking lot is not classified as a Type I Action or Type II Action as determined under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.4 and 617.5; and

WHEREAS, for Unlisted Actions the lead agency making a determination of significance must: (1) consider the action as defined in Sections 617.2(b) and 617.3(g); (2) review the EAF, the criteria contained in Section 617.7(c) and any other supporting information to identify the relevant areas of environmental concern; (3) thoroughly analyze the identified relevant areas of environmental concern to determine if the action may have a significant adverse impact on the environment; and (4) set forth its determination of significance in a written form containing a reasoned elaboration and providing reference to any supporting documentation; and

WHEREAS, the Board, as the only involved agency, has examined all information related to the capital improvement project and has determined that the Project is classified as an Unlisted Action and determined pursuant to Section 617.7(c) of the SEQR Regulations that the Project will have no significant adverse impact on the environment; and

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby declares itself lead agency in connection with the requirements of the State Environmental Quality Review Act; and

BE IT FURTHER RESOLVED, that the Board hereby declares that the Project is an Unlisted Action, with a Negative Declaration which require no further review under SEQRA; and

BE IT FURTHER RESOLVED, that the Board hereby shall forward an official copy of this Resolution to the New York State Education Department together with a copy of the correspondence from the New York State Office of Parks, Recreation and Historic Preservation in connection with its request for approval of the listed Project from the New York State Education Department

Motion was made by Debbie Brown, seconded by Richard Antonello, 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, 2025.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve resolution re: the Board of Education approves the recommendations of the Special Education Committee of students as listed in the District's back-up and authorizes the District to arrange for appropriate services.

BE IT RESOLVED that the Board of Education approves the recommendations of the Special Education Committee of students as listed in the District's backup and authorizes the District to arrange for appropriate services.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve BOCES Multi-Year Service Agreement - Instructional Computers (Project #WI-49-030724-2024-2028) – 7/1/2024 to 6/30/2028.

SUPERINTENDENT'S REPORT

Dr. Romanelli expressed that with every new year comes new, exciting possibilities. One of things he loves most about working in the world of education is starting a new school year, which we are in the process of preparing for. The first cabinet meeting for this school year was held earlier today and we reflected on the many of the accomplishments that happened throughout this past school year and are looking forward to continuing the work we have been doing to make West Islip the best district we can possibly be. A big priority this year will be remaining Future Focused which will be our theme that will be discussed at Superintendent's Conference Day.

Dr. Romanelli stated that the district is proud to have been a step ahead of many of the initiatives coming out of New York State from Mrs. Morrison's leadership in the curriculum office. We have a development of our Profile of a Graduate, which preceded the New York State Portrait of a Graduate that recently came out.

Dr. Romanelli stated that the cell phone policy launching in the coming school year is a hot topic in many districts and the government level, which we are ahead of the curve. The new graduation requirements being proposed by New York State are in line with all the work that we have been doing regarding performance based assessments and multiple ways to demonstrate mastery of knowledge. We are very happy with all that work that has been taking place and looking forward to staying future focused and being ahead of the curve. We are continuing working on a number of initiatives already underway including crafting a district statement on artificial intelligence, launching a mental health sub-committee as part of our Health and Wellness initiative, the expansion of our IB program at the High School, and reviewing achievement and attendance at all levels. 2024-2025 is going to be our best school year yet and we are working hard this summer to get ready for that.

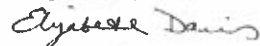
Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to adjourn to Executive Session at 7:55 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:23 p.m. on motion by Richard Antonello, seconded by Grace Kelly, and carried when all Board members present voted in favor.

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to adjourn to Super-Executive Session at 8:25 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting adjourned at 8:30 p.m. on motion by Debbie Brown, seconded Grace Kelly, and carried when all Board members present voted in favor.

Respectfully submitted,



Elizabeth Davis
District Clerk

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

SPECIAL MEETING OF THE BOARD OF EDUCATION

July 29, 2024 – Beach Street Middle School Room 108

PRESENT: Mr. Tussie, Mr. Antonello, Mrs. Kelly, Mrs. Marks
ABSENT: Mr. Bedell, Mrs. Brown, Mr. McCann
ADMINISTRATORS: Dr. Romanelli, Mrs. Pellati, Mrs. Morrison, Mr. Cameron
ATTORNEY: None

Meeting was called to order at 4:00 p.m. followed by the Pledge.

PERSONNEL

Motion was by Richard Antonello seconded by Christina Marks, and carried when all Board members present voted in favor to approve the following **TEACHING: PROBATIONARY APPOINTMENT:**

Kevin Judge, Elementary, effective August 30, 2024 through August 29, 2027 (Manetuck; Step 2⁴, replacing Louis Riley {resigned}).

Motion was made by Richard Antonello, seconded by Christina Marks and carried when all Board members present voted in favor to approve the following personnel consent agenda items T1, CL-1, CL-2, CL-3, CL-4, CL-5 and Other as listed below:

TEACHERS

T-1 PROBATIONARY APPOINTMENT

Jessica Sanders, Psychologist
Effective August 30, 2024 through August 29, 2028
(St. John the Baptist and Bridges Academy; Step 1A¹, replacing Jessica Phillips {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.

CIVIL SERVICE

CL-1 CHANGE IN STATUS

Kristi Macchione, Account Clerk
Effective July 30, 2024
(District Office; Step 2; change from provisional appointment)

CL-2 RECALL

Teri Brett, Paraprofessional
Effective August 30, 2024
(Paul J. Bellew; Step 2)

CIVIL SERVICE, continued

CL-2

RECALL, continued

Pyper Ahrens, Paraprofessional
Effective August 30, 2024
(Paul J. Bellew; Step 2)

Sabina Collins, Paraprofessional
Effective August 30, 2024
(Manetuck; Step 2)

Rosemarie Maggio, Paraprofessional
Effective August 30, 2024
(Beach Street; Step 2)

Wendy Parks, Paraprofessional
Effective August 30, 2024
(High School; Step 2)

Erin Scileppi, Paraprofessional
Effective August 30, 2024
(Beach Street; Step 2)

Kailey Gross, Paraprofessional
Effective August 30, 2024
(Paul J. Bellew; Step 2)

Judy Abtey, Paraprofessional
Effective August 30, 2024
(Paul J. Bellew; Step 2)

Virginia Gomez, Paraprofessional
Effective August 30, 2024
(Udall; Step 2)

Scarlette Sanchez, Paraprofessional
Effective August 30, 2024
(Paul J. Bellew; Step 2)

Stacy Spisak, Paraprofessional
Effective August 30, 2024
(Udall; Step 2)

Angelina Archer, Paraprofessional
Effective August 30, 2024
(Udall; Step 2)

Jennifer Ulrich, Paraprofessional
Effective August 30, 2024
(Paul J. Bellew; Step 2)

CL-3

RESIGNATION

Marisol Blanco, Biotechnology Lab Aide
Effective July 16, 2024
(High School)

CIVIL SERVICE, continued

CL-3 RESIGNATION, continued

John Carey, Network & Systems Technician
Effective July 22, 2024
(Districtwide)

Christina Robiglio, Paraprofessional
Effective July 23, 2024
(Paul J. Bellew)

Nicole Rosenberg, Part-Time Food Service Worker
Effective June 25, 2024
(Udall)

CL-4 RETIREMENT

Barry Cronin, Driver Messenger
Effective July 25, 2024
(30.93 years)

CL-5 SUBSTITUTE PARAPROFESSIONAL (\$16/hr)

Christina Robiglio, effective September 4, 2024

OTHER

PERMANENT SUBSTITUTE TEACHER (\$150)

Olivia Capitano, Paul J. Bellew
Effective August 30, 2024 through June 27, 2025

SUBSTITUTE TEACHER (\$130 per diem)

*Gabriella Shank, effective September 4, 2024, *student teacher*

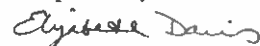
SUBSTITUTE TEACHER RESIGNATION

Marisol Blanco, effective July 16, 2024

**Conditional pending fingerprinting clearance*

Meeting adjourned at 4:03 p.m. on motion by Richard Antoniello, seconded Christina Marks, and carried when all Board members present voted in favor.

Respectfully submitted by,



Elizabeth Davis
District Clerk

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

PERSONNEL:

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

ADMINISTRATIVE

A-1 CHANGE IN RATE INTERIM ADMINISTRATOR

Wayne Cronk, Assistant Principal
Effective August 20, 2024
(High School; \$800 per diem)

TEACHERS

**T-1 LEAVE OF ABSENCE (unpaid)
(Pursuant to the Family Medical Leave Act of 1993-
12-week continuous medical coverage)**

Danielle Rufrano, English
Effective September 4, 2024 through November 26, 2024
(Beach)

T-2 CHILD-REARING LEAVE OF ABSENCE (unpaid)

Kathleen Albretsen, Guidance
Effective August 30, 2024 through June 30, 2025
(Beach)

T-3 REGULAR SUBSTITUTE

Jamie Doherty, Guidance
Effective August 30, 2024 through June 30, 2025
(Beach; Step 1A ¹; replacing Kathleen Albretsen {LOA})

Jaden Mule, World Languages
Effective August 30, 2024 through June 30, 2025
(High School; Step 1A ¹; replacing Elizabeth Daddi {LOA})

Craig Perrino, Health
Effective August 30, 2024 through November 7, 2024
(Beach Street, Paul J. Bellew and Bayview; Step 1 ¹; replacing Shanan Mauro {LOA})

Jacqueline Turcios-Bonilla, ENL
Effective August 30, 2024 through June 30, 2025
(Oquenock and Udall; Step 1A ¹; replacing Tatiana Lisica {LOA})

TEACHING ASSISTANTS

TA-1 RESIGNATION

Maria Pascarella, Special Education
Effective July 1, 2024
(Oquenock)

CIVIL SERVICE

CL-1 CHANGE IN TITLE

Melissa Belle, Custodial Worker I
Effective August 19, 2024
(Bayview; Step 1; change from Part-Time Food Service Worker; replacing Joseph Finn {retired})

Paul Quigley, Driver Messenger
Effective August 19, 2024
(Districtwide; Step 12; change from Groundskeeper 1; replacing Barry Cronin {retired})

CL-2 RECALL

Christina Chiarelli, Paraprofessional
Effective August 30, 2024
(Paul J. Bellew; Step 2)

Melissa Schafer, Paraprofessional
Effective August 30, 2024
(Paul J. Bellew; Step 2)

CL-3 RESIGNATION

Maria Corso, Paraprofessional
Effective August 2, 2024
(High School)

Constance Jones, Part-Time Food Service Worker
Effective July 1, 2024
(Bayview)

Catherine Sinchi, Paraprofessional
Effective July 30, 2024
(Oquenock)

Jennifer Ulrich, Paraprofessional
Effective July 26, 2024
(Paul J. Bellew)

CL-4 PROBATIONARY APPOINTMENT

*Jaelyn Acerra, School Nurse
Effective August 29, 2024
(Paul J. Bellew; Step 1; replacing Laurie Farrell-Luquer {retired})

*Barbara Liroso, Part-Time Food Service Worker
Effective August 29, 2024
(\$16.54/hr; Udall; replacing Nicole Rosenberg {resigned})

**Conditional pending fingerprinting clearance*

CIVIL SERVICE, continued

CL-4 **PROBATIONARY APPOINTMENT, continued**

*Patricia Karatnytsky, Senior Office Assistant
Effective August 19, 2024
(High School; Step 1; replacing Pamela Riker {retired})

Mary Spilabotte, Part-Time Food Service Worker
Effective August 29, 2024
(\$16.54/hr; Bayview; replacing Constance Jones {resigned})

CL-5 **GUARD I** (\$20.74/hr)

*Joseph Pontillo, effective August 16, 2024

CL-6 **GUARD II** (\$24.20/hr)

*Jeffrey Hill, effective August 16, 2024
John O'Neill, effective August 16, 2024

OTHER

ADULT EDUCATION INSTRUCTORS FALL 2024

Marilyn Balkam (Beginner Line Dancing) \$45/hr
Lenny Butler (Community CPR/First Aid) \$35/hr
Jake Caramico (How Money Works) no cost to West Islip
Kim Crichton (Yoga, Stretch, Body Sculpt) \$45/hr
James Grover (Basketball) \$45/hr
Matthew Haszinger (Volleyball) \$45/hr
Phyllis Hintze (Ballroom Dancing) \$35/hr
Evan Levy (Social Security Planning) no cost to West Islip
Bruce Lieberman (Defensive Driving) no cost to West Islip
Jane Loehle (Aquacise) \$45/hr
Matthew Corbett (Lifeguard) \$25/hr
Kaitlin Murphy (Lifeguard) \$25/hr
Diane Sharkey (Beginner Line Dancing) \$45/hr
Nizza Tasayco (Volleyball) \$45/hr
Richard Tesoro (About Boat Safety) no cost to West Islip
Robert Watts (Introduction to Guitar/Piano) \$40/hr

CURRICULUM WRITING 2024-2025

Once Upon a Crime (Melissa Muma and Dawn Divisconti)
Senior Reflections (Virginia Scudder)
World Literature (ACE) (Linda Gifford)
Library K-1 (Danielle Blaise and Gina Hildebrandt)

**Conditional pending fingerprinting clearance*

OTHER, continued

FALL 2024 MIDDLE SCHOOL COACHES

CHEERLEADING

Nikole Aponte, 7-8 Udall Coach
Kaylee Martin, 7-8 Beach Coach

BOYS SOCCER

Nick Pfeiffer, 7-8 Udall Coach

West Islip Union Free School District

CODE OF CONDUCT

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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	Amanda Harvey	(631) 504-5660
Paul J. Bellew Elementary School	Rhonda Pratt	(631) 504-5680
Beach Street Middle School	Anthony Bridgeman	(631) 930-1600
Udall Road Middle School	Daniel Marquardt	(631) 930-1650
West Islip High School	Andrew O’Farrell	(631) 504-5800
Districtwide	Dawn Morrison	(631) 930-1559

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 school 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	
a	Homicide
b	Forcible or other Sex Offenses
c	Robbery: forcible stealing of property from a person by using or threatening the use of physical force
d	Kidnapping
e	Assault with Serious Physical Injury: causing physical injury to another person requiring hospitalization
f	Assault with Physical Injury: engaging in behavior which could potentially cause a serious risk of injury to other students, staff members, or oneself
g	Reckless Endangerment: engaging in behavior which creates a risk of injury to self or others
h	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	Fighting / Minor Altercations: two or more parties contributing to a situation by physical means
j	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
k	Verbal Abuse: disrespectful language or gestures to another person
l	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

a	<i>Violations of BOE Policy 7315 and related guidelines regarding student use of personal electronic devices</i> will be addressed as per page 12, section B of the Code of Conduct. BOE Policy 7315 and related guideline documents can be located on the homepage of every building's website under Important Links.
b	<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.
c	<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>
d	<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.
e	<i>Abuse of School Computers:</i> Damage of equipment/software through physical act or electronic means or otherwise violating the Acceptable Use Policy (AUP)
f	<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
g	<i>Use of electronic device on school property or function to download or visit inappropriate websites</i>
h	<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>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:
 - Representation by counsel.
 - To question complaining witnesses against the pupil
 - To present witnesses and evidence on the pupil's behalf.
 - To have the Superintendent issue subpoenas on the pupil's behalf.
 - To make a statement on his/her own behalf.
 - To have a record maintained.
 - To findings of fact by the Superintendent.
 - To prior notice of contents of the pupil's records, and the opportunity to rebut its effect before penalty is determined.
 - 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: *(check which applies)*

- | | | | |
|----------------------------------------------------|-----------------------------------------------|-------------------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> <i>Bus</i> | <input type="checkbox"/> <i>Cafeteria</i> | <input type="checkbox"/> <i>Classroom</i> | <input type="checkbox"/> <i>Hallway</i> |
| <input type="checkbox"/> <i>Parking Lot</i> | <input type="checkbox"/> <i>Recess</i> | <input type="checkbox"/> <i>Locker Room/Gym</i> | <input type="checkbox"/> <i>Cyber</i> |
| <input type="checkbox"/> <i>Off School Grounds</i> | <input type="checkbox"/> <i>Specify</i> _____ | <input type="checkbox"/> <i>Other</i> _____ | <input type="checkbox"/> <i>Specify</i> _____ |

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.

Print Name

S _____
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 (<i>specify</i>)	_____	_____

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

Principal/Designee

Signature

Date

WEST ISLIP UFSD
2023-24 Budget Transfers - General Fund
School Board Meeting - August 15, 2024

AGENDA ITEM IX. A)
 BUSINESS ITEMS
 RM 8/15/2024

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4424	06/30/2024	<i>Transfer for final WEX gasoline invoice 23-24</i>			
		A 1620.429-999-4999	TELEPHONE	1,249.05	
		A 1620.503-999-4999	GASOLINE & DIESEL		1,249.05
4425	06/30/2024	<i>Reclass for additional Section XI fees</i>			
		A 5540.406-359-6025	TRANSPORTATION FOR EDUCATIONAL TRIPS - SCIENCE	7,178.62	
		A 2855.423-999-4675	PROF & TECHNICAL SERVICES		7,178.62
4428	06/30/2024	<i>Reclass for payment of balance of Cullen & Danowski bills for 23-24</i>			
		A 2110.198-999-4499	SALARY - UNUSED DAYS & RETIREMENT INCENTIVE	3,000.00	
		A 1320.405-109-4499	AUDITING FEES		3,000.00
4430	06/30/2024	<i>To reclass for late invoice Reladyne PO 240647</i>			
		A 5540.406-999-4675	TRANSPORTATION FOR EDUCATIONAL TRIPS - ATHLETICS	909.85	
		A 5510.507-999-5099	OILS AND LUBRICANTS		909.85
4434	06/30/2024	<i>Milage reimb - Glibbery increase for additional</i>			
		A 2855.423-999-4675	PROF & TECHNICAL SERVICES	210.52	
		A 2110.430-999-4499	TRAVEL EXPENSES - DISTRICTWIDE		210.52
4435	06/30/2024	<i>Increase for unpaid bills May & June PO 240783 Kidz Educ</i>			
		A 1620.492-999-4999	BOCES SERVICES	2,630.21	
		A 2070.420-999-4199	STAFF DEVELOPMENT	3,729.08	
		A 2110.120-159-4499	K-3 TEACHERS - OQUENOCK	854.94	
		A 2250.411-999-4299	TUITION	6,687.30	
		A 5540.406-999-4821	TRANSPORTATION FOR EDUCATIONAL TRIPS - MUSIC	3,610.40	
		A 9050.870-999-4499	UNEMPLOYMENT INSURANCE	3,072.23	
		A 2250.423-999-4299	PROF & TECHNICAL SERVICES		20,584.16
DEBIT/CREDIT TOTALS				33,132.20	33,132.20
NET AMOUNT					-

Approved: Paul Romanelli Date: 8/12/24
 Dr. Paul Romanelli, Superintendent of Schools

WEST ISLIP UFSD
2024-25 Budget Transfers - General Fund
School Board Meeting - August 15, 2024

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4432	07/30/2024	<i>Supplies during the 24-25 school year</i>			
		A 1240.432-109-4399	MEETING EXPENSE	2,000.00	
		A 1240.518-109-4399	SUPPLIES, GENERAL		2,000.00
DEBIT/CREDIT TOTALS				2,000.00	2,000.00
NET AMOUNT					-

Approved: Paul Romanelli Date: 8/12/24
 Dr. Paul Romanelli, Superintendent of Schools

WEST ISLIP UFSD
2024-25 Budget Transfers - Capital Fund
School Board Meeting - August 15, 2024

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO	
4426	07/10/2024	<i>To reclass for Parkline PO for Interfund</i>				
		H 1620.298-10-2425	GEN CONST - 24-25 INTERFUND FUNDS - DISTRICT OFFICE	1,601.25		
		H 1620.298-11-2425	GEN CONST - 24-25 INTERFUND FUNDS - BAYVIEW		0.25	
		H 1620.298-14-2425	GEN CONST - 24-25 INTERFUND FUNDS - MANETUCK		1,051.00	
		H 1620.298-15-2425	GEN CONST - 24-25 INTERFUND FUNDS - OQUENOCK		550.00	
4427	07/10/2024	<i>\$50M Bond - Ph 6 HS CIS</i>				
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	13,682.00		
		H 1620.293-08-039	GEN CONSTRUCT - 50M BOND - PHASE 6 - HIGH SCHOOL		13,682.00	
4429	07/17/2024	<i>50M Bond Ph 6 PJB/transportation bldb</i>				
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	111,916.00		
		H 1620.293-05-027	GEN CONST - 50M BOND - PHASE 6 - PJ BELLEW		111,916.00	
4431	07/25/2024	<i>\$50M Bond Ph 6 HS repairs at entrance</i>				
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	8,530.00		
		H 1620.293-08-039	GEN CONSTRUCT - 50M BOND - PHASE 6 - HIGH SCHOOL		8,530.00	
4433	07/30/2024	<i>50M Bond Ph 6 for Magnetic Makerboards at Manetuck & PJB for the start of school</i>				
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	13,974.99		
		H 1620.293-03-024	GEN CONST - 50M BOND - PHASE 6 - MANETUCK		4,364.25	
		H 1620.293-05-027	GEN CONST - 50M BOND - PHASE 6 - PJ BELLEW		9,610.74	
4436	07/31/2024	<i>50M Bond Ph 6 Beach additional paving</i>				
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	32,945.00		
		H 1620.293-10-029	GEN CONST- 50M BOND - PHASE 6 - BEACH		32,945.00	
DEBIT/CREDIT TOTALS				<u>182,649.24</u>	<u>182,649.24</u>	
NET AMOUNT					<u><u>-</u></u>	

Approved: Paul Romanelli Date: 8/12/24
 Dr. Paul Romanelli, Superintendent of Schools

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

This Agreement is entered into this 1st day of July, 2024 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, 2024 through June 30, 2025, 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

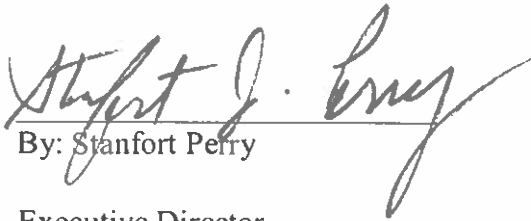
- a. The DISTRICT agrees to defend, indemnify and hold harmless the SCHOOL, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, 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.



By: Stanford Perry

Executive Director

WEST ISLIP UNION
FREE SCHOOL DISTRICT

By:

President, Board of Education

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July, 2024**, 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, 2024** through **June 30, 2025**, 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 2024-2025

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 **2024-2025 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.

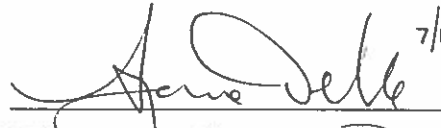
K. ENTIRE AGREEMENT

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:  7/16/24
Suzanne Deire
Director of Business

BY: _____
President, Board of Education



Da Vinci Education & Research
2024-2025

Student Services

Specialized Instruction on-site at Da Vinci	\$117/hr
Specialized Instruction (in district/virtual, 1:1)	\$132/session
Specialized Instruction (in district/virtual, group)	\$132 for 1st student/session \$76 for each additional student/session
Student/Teacher Consultation (in district/virtual)	\$214/up to one hr
Student/Teacher Consultation w/Specialized Instruction	\$214/up to one hr
CSE Participation/Team Meetings	\$214/up to one hr
Resource Room Services (in district/virtual)	\$51/ per half hour session/per child

Student Assessment/Evaluation

Independent Educational Evaluation	\$2,295
-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	\$1,836
-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	\$841
-Education Evaluation by Special Educator	\$306

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

Bilingual Assessment Services

Bilingual Psychological Evaluation	\$969
Bilingual Educational Evaluation	\$867
Bilingual Social History	\$357
Report Summary Translated into Spanish	\$306
Translation and Editing of reports	\$102/page

Assistive Technology Services

Assistive Technology Consultation (in district/virtual, 1:1) \$214/up to one hr
Assistive Technology Consultation (in district/virtual, group) \$214 for 1st student/up to one hr
\$40 for each additional student/up to one hr

Full Independent Assistive Technology Evaluation \$1,887
-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 \$765
-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 \$1,020
(excludes Superintendent's Conference Day)
-1 to 2 Hour Staff Development Mini-Workshops

Occupational Therapy Services

Occupational Therapy Session (in district/virtual, 1:1) \$56/30 min
Occupational Therapy Session (in district/virtual, group) \$56 for 1st student/30 min
\$25 for each additional student/30 min

Behavioral Services

Functional Behavior Assessment/Behavior Intervention Plan \$178/hr
Behavior Consultation (Non-BCBA) \$127/hr
Behavior Consultation (BCBA) \$153/hr
Behavior Intervention Service (Non-BCBA) \$137/hr
Behavior Intervention Service (BCBA) \$158/hr
Family Training (Non-BCBA) \$137/hr
Family Training (BCBA) \$158/hr
ABA and SEIT Services (Home or School) \$51/30 min
Behavior Counseling \$76/30 min
Psychotherapy Session (in person/virtual, 1:1) \$153/hr
Co Parenting Therapy Session (in person/virtual) \$204/hr
Reunification Therapy Session (in person/virtual) \$204/hr

Executive Function Mini-Workshop Training \$1,606
-2-3 Hour Staff Development Mini-Workshops

Individual Executive Functioning Training Sessions \$204/hr
-5 session package \$918

Speech-Language Services

Speech Evaluation \$612
Speech Therapy Session (in district/virtual, 1:1) \$56/30 min
Speech Therapy Session (in district/virtual, group) \$56 for 1st student/30 min
\$25 for each additional student/30 min

Professional Development and Training Packages

2 to 3 Hour Superintendent's Conference Day Seminar \$2,142
unlimited participants

1 to 5 Day Customized Staff Development Workshops \$3,213/day

Daily Consulting Rates \$2,677/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

DaVinci Education and Research, LLC

Supplemental Agreement dated this 1st day of July, 2024 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.]*

Davinci utilizes Google Workspace & Click up. Google is subject to audits by 3rd party auditors to conform to industry standards for data security, transparency and accountability. We have signed a Business Associate Agreement with Google for HIPAA compliance. Clickup is hosted on Amazon Web services. It is SOC2 and HIPAA compliant, ISO 27001 certified and encrypted not allowing 3rd party viewing.

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 DeLRe

Print Name: _____

Title: Director of Business

Title: _____

Date: 7/16/24

Date: _____

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

This Agreement is entered into this 1st day of July, 2024 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 Developmental Disabilities Institute, (hereinafter "SCHOOL"), having its principal place of business for the purpose of this Agreement at 99 Hollywood Drive, Smithtown, NY 11787.

WITNESSETH

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, 2024 through June 30, 2025, 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

iv. Automobile Insurance:

1) Limit \$1,000,000 Combined Single Limit

v. Umbrella Liability

1) Coverage:

Umbrella Form, or Excess Follow Form of primary general liability, Sexual Abuse and Molestation, School Leaders Errors & Omissions/Professional Liability and Automobile Liability.

2) Minimum Limit: \$10,000,000

3) Additional Insured:

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

- b. New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the School's discretion. The insurance carrier must have an A.M. Best Rating of at least A, X.
- c. In the event any of the aforementioned insurance policies are materially changed, cancelled or not renewed, the SCHOOL shall notify the DISTRICT in writing within thirty (30) days of such cancellation or nonrenewal.
- d. The policies shall state that the organization's coverage shall be primary, non-contributory coverage for the DISTRICT, its Board, employees and volunteers.
- e. DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or similar such forms to verify endorsement as may be used by the respective insurer. A copy of the endorsement shall be attached to the certificate of insurance.
- f. Upon the execution of this Agreement, the SCHOOL 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.

- 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: Janice Bohne
Developmental Disabilities Institute (DDI)
99 Hollywood Drive
Smithtown, NY 11787**

- 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.**

DEVELOPMENTAL DISABILITIES
INSTITUTE (DDI)

Kim M. Kubasek
By: Kim M. Kubasek

Chief Executive Officer

Date 7-22-21

WEST ISLIP UNION
FREE SCHOOL DISTRICT

By:

President, Board of Education

Date _____

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

RIDER TO SERVICE AGREEMENT

RIDER to the Agreement dated as of **July 1, 2024** 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 **on a Monday, Tuesday, or Wednesday**. 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 **on a Wednesday, Thursday, or Friday**.
5. If a student is placed elsewhere or moves out of the District, the District will no longer be financially responsible, dependent on drop letter received from District.
6. 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

7-22-24
Date

Board of Education

Printed Name

Date

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July, 2024**, 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 **Dragonfly ABA** (hereinafter the "CONSULTANT"), having a principal mailing address of 3 Hynes Court, Farmingdale, New York 11735.

A. TERM

1. The term of this Agreement shall be from **July 1, 2024** through **June 30, 2025**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

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.

C. SERVICES AND RESPONSIBILITIES

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

SEE ATTACHED 2024-2025 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 **2024-2025 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.

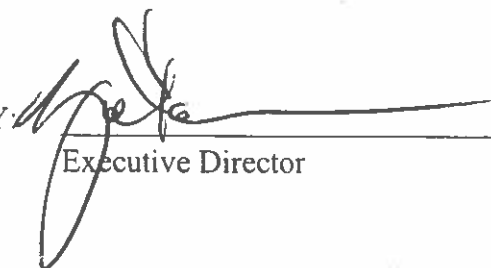
K. ENTIRE AGREEMENT

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.

Dragonfly ABA

West Islip Union Free School District

BY: 
Executive Director

BY: _____
President, Board of Education

Dragonfly Applied Behavior Analysis PC - 2024/2025 Rate Sheet

Description of Special Education Service to be Provided	Hourly Rate
Categories:	
ABA Home Service Educational Programming Training & Workshop	130/hr
ABA BIS Instruction, home	130/hr BCBA 75/hr Behavioral Technician
ABA Instruction – Teacher’s Aide	75/hr Behavioral Technician
ABA Paraprofessional ABA 101 Training & Workshop	130/hr
ABA Paraprofessional – 1:1	75/hr Behavioral Technician
ABA School Consultation	130/hr
ABA School Consultation w/ BCBA	130/hr
ABA Services – Special Education Services	130/hr BCBA / 75/hr Behavioral Technician
Administrative Consultation with District Administration	130/hr BCBA / 75/hr Behavioral Technician
After School Program 1:1	130/hr BCBA / 75/hr Behavioral Technician
Behavioral Intervention Services, home based	130/hr BCBA / 75/hr Behavioral Technician
Behavioral Intervention Services Classroom w/ BCBA	130/hr
Classroom Aide 1:1 BIS	75/hr
Classroom Observations w/ BCBA	130/hr BCBA
Consulting Services - Inter-Collaborative (Behavior, Academic, Mental Health, Legal)	130/hr
Consultative Services - "Ongoing Autism School Consult" Services	130/hr
Consultative Services – Vocational	130/hr
Consultative Services – Vocational w/ BCBA	130/hr
Curriculum Development	130/hr
Curriculum Development w/ BCBA	130/hr
FBA/BIP Services	130/hr
FBA/BIP Services w/ BCBA	130/hr
Home Program Supervision	130/hr
Home Program Supervision w/ BCBA	130/hr
In-Home ABA Therapy Parent Training	130/hr
In-Home ABA Therapy Parent Training – Direct Therapy	130/hr
In-Home ABA Therapy Parent Training – w/ BCBA	130/hr
In-Home Behavior Specialist/Itinerant Behavior Specialist	130/hr BCBA / Special Education Teacher; 75/hr Behavioral Technician
In-Home Coordination w/ BCBA	130/hr
In-Home Supervision & Parent Training - Other Appropriate Licensure	130/hr
In-Home Supervision & Parent Training – w/ BCBA	130/hr
In-Home Teacher Technician/Itinerant Teacher Technician	130/hr BCBA / 75/hr Behavioral Technician

· Job Development, Job Coaching	130/hr BCBA / 75/hr Behavioral Technician
· Life Skills/Vocational Exploration Push-In	130/hr BCBA / 75/hr Behavioral Technician
· Paraprofessional – 1:1	75/hr Behavioral Technician
· Paraprofessional Training	130/hr
	130/hr
· Parent Conference Informing Session w/ BCBA	130/hr
	130/hr
· Parent Training & Counseling	130/hr
	130/hr
· Parent Training & Counseling w/ BCBA	130/hr
	130/hr
· Parent Training - Group	130/hr
	130/hr
· Parent Training & Counseling – Group w/ BCBA	130/hr
	130/hr
· Presentations – 1 hour	130/hr
	130/hr
· Presentations – ½ day	130/hr
	130/hr
· Professional Development/ Staff Training	130/hr
	130/hr
· Program Based Consultations	130/hr
	130/hr
· Program Based Consultations w/ BCBA	130/hr
	130/hr
· Program Based Consultations Evaluation w/ Report	130/hr
	130/hr
· Selective Autism Consultation	130/hr
	130/hr
· Selective Autism Consultation w/ BCBA	130/hr
	130/hr
· Social Skills – Group Session	130/hr
	130/hr
· Special Education Services – Individual	130/hr BCBA / 75/hr Behavioral Technician
· Special Education Services – 1:1 Aide	130/hr BCBA / 75/hr Behavioral Technician
· Staff Development - full day	130/hr
· Staff Development - 1/2 day	130/hr
· Staff Development - 5 Day Pre-packaged Prof Dev Courses - up to 30 participants	130/hr
· Staff Development - 2-3 hour Superintendent's Conf Day seminar - unlimited participants	130/hr
· Staff Development - 2-5 Day Customized Staff Development Workshops - up to 30 participants	130/hr
· Staff Training Seminars	130/hr
· Supervision with BCBA	130/hr
· Teacher Technician	75/hr Behavioral Technician
· Therapy Services - Social Skills Group	130/hr

Therapy Services - Social Skills Group w/ BCBA	130/hr
Workshop - Basic ABA Training (4-16 hours)	130/hr
Workshop - Behavior Management (1.5 hours)	130/hr
Workshop - Fostering Effective Interactions with Parents (3 hours)	130/hr
Workshop - Data Collection (1.5 hours)	130/hr
Workshop - District - 1.5 hours	130/hr
Workshop - District - 2 hours	130/hr
Workshop - District - 2.5 hours	130/hr
Workshop - District - 3 hours	130/hr
Workshop - District - 3.5 hours	130/hr
Workshop - District - 4 hours	130/hr
Workshop - District - 4.5 hours	130/hr
Workshop - District - 5 hours	130/hr
Other Services	
Job Coaching/ Travel Training- 1 Student	130/hr BCBA / 75/hr Behavioral Technician
Functional Behavioral Assessment (FBA) & Behavior Intervention	130/hr

Supplemental Agreement between the

West Islip Union Free School District

and

Dragonfly Applied Behavior Analysis PC

Supplemental Agreement dated this 1st day of July, 2024 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and **Dragonfly ABA**, 3 Hynes Court, 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 Dragon Fly ABA.

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 records are stored safely & electronically on Dropbox with HIPAA protection. Dropbox and Sendit Secure are utilized to share protected documents. Please see the attached data security and privacy plan for your records.

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.

Dragonfly ABA

By: _____

Print Name: _____

Title: _____

Date: _____


West Islip Union Free School District

By: _____

Print Name: _____

Title: _____

Date: _____


Print Name: Zoe Papazogian
Title: Owner Executive Director
Date: 7/1/24

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2024**, 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, 2024** through **June 30, 2025**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

SEE ATTACHED ADDENDUM A

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 for residential placement shall be in 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.

Eden II School for Autistic Children

West Islip Union Free School District

BY: 

BY: _____

DATED: 6/17/24

DATED: _____



THE GENESIS SCHOOL PROGRAM
INSTRUCTIONAL SERVICES RATES
FY 2024-2025
Revised 4/4/24

During the 2024-2025 program year, the District shall pay the following rates for Tuition and 1:1 Aide:

Tuition:

\$10,623.00 per student (1.0 fte) for the summer 2 mo. Session (billed at the end of August).

\$6,373.60 per student (1.0 fte), per month, for the 10 mo. Session (billed monthly).

1:1 Aide:

\$5,551.00 per student (1.0 fte) for the summer 2 mo. Session (billed at the end of August).

\$3,330.90 per student (1.0 fte), per month, for the 10 mo. Session (billed monthly).

\$185.05 per day (1.0 fte) if applicable pursuant to NYSED guidelines for first week and last week of program period.

Note:

Tuition and 1:1 Aide rates are determined and set by the Commissioner of the NYSED for the Eden II / Genesis Programs for each program year. The above rates are the certified rates by NYSED for program year July 1, 2023 through June 30, 2024.

If at anytime during or subsequent to the respective program year the Tuition and/or 1:1 Aide rates for the Eden II / Genesis Programs are modified upward or downward by the Commissioner of the NYSED, the parties shall adjust their contract, billing and payment records accordingly to reflect the rate change.



RATE SHEET – FY 2024 / 2025

SERVICES		RATES
Autism/Behavioral Consultation		150/hr
Home Consultation		150/hr
Home/School Coordination		145/hr
Parent Training		145/hr
Behavior Intervention Supervision		110/hr
In-Home Special Education Teacher		90/hr
Behavior Intervention Services		60/hr
Counseling		145/hr
Speech Therapy		115/hr
Social Skills – Individual/ Group Sessions		110/hr
Speech Clinic Feeding Evaluation- (Hourly Rate) Functional Communication Training –(Hourly Rate) IEP/Program Review- (Hourly Rate) Specialized Training-(Hourly Rate)		1,200 -Augmentative / Alternative Communication (AAC)Evaluation
Assessments / Evaluations Psychological-750/1,000 Speech-750/1,000 Educational – 750/1000 ADOS- 1500 Autism Specialty Report-1500 Psycho-Social-500 Vocational/Transition Assessment-750 Functional Behavior Assessment(FBA)-150/hr Behavior Intervention Plan(BIP)-150/hr Diagnostic Evaluation-3,000		Assessment- no standardized testing Evaluation-standardized testing
Job Coach		60/hr
Job Developer		90/hr
Guardianship Consultation / Affidavit form		150/hr
Transition Consultation		150/hr
Programmatic Consultation Staff Development Services		ABA Classroom Development-\$150/hr Ongoing Autism/ABA Classroom Consultation Services-150/hr Autism Program Evaluation- 150/hr 600/ Half Day Training / 1,200. Full Day Training (Other rates / duration available) NYSED Mandated Autism Coursework Training (Call for rates)
Social/ Vocational Preparation Program		\$8,700.00/ 6-week summer session 350/week for 10week afterschool program (10m)

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July, 2024**, 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 **Homecare Therapies LLC/dba Horizon Healthcare Staffing** (hereinafter the "CONSULTANT"), having a principal mailing address of 20 Jerusalem Avenue, 3rd floor, Hicksville, NY 11801.

A. TERM

1. The term of this Agreement shall be from **July 1, 2024** through **June 30, 2025**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

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

C. SERVICES AND RESPONSIBILITIES

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

**NURSING SERVICES AS PER ATTACHED RATE SHEET
FOR SUMMER AND FALL 2024-2025**

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 **2024-2025 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.



NON-HIRE CLAUSE
Contract for Services
2024-2025 School Year

Non- Hire:

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

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

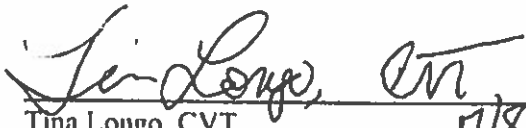
If School District decides to hire a Horizon Staff person furnished by Horizon, School District agrees to pay:

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

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

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

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


Tina Longo, CVT
Director of Medical Services
Horizon Healthcare Staffing
7/8/2024

Print Name - Board of Education

Signature - Board of Education

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.

Homecare Therapies LLC/
dba Horizon Healthcare Staffing

West Islip Union Free School District

BY: *Lia Lopez, 10/28/2021* BY: _____
Executive Director President, Board of Education

Horizon
Healthcare
Staffing



Horizon Group

Please be advised that the rate schedule being submitted by Home Care Therapies d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions for West Islip School District are valid through June 30, 2025. The rate schedule is subject to yearly rate increases and will be based on West Islip School District approval for each subsequent year.

Homecare Therapies LLC/dba Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions
Services and Rates

2024-2025

Registered Nurse (RN)	\$69.80 per hour	- Health Office / Trip
Registered Nurse (RN)	\$72.80 per hour	- 1:1 (Skilled Nursing Services)
Registered Nurse Specialty	\$77.80 per hour	- 1:1 (enhanced nursing services for medically fragile special needs students) *
RN Overnight School Trips	\$72.80 per hour	- Day Hours (7:30 am- 8:30 pm)
	\$10.00 per hour	- On-Call hours (8:30 pm-7:30 am)**
Registered Nurse Visit (dispense meds)	\$125.00 per visit	
Licensed Practical Nurse (LPN)	\$57.00 per hour	- Health Office / Trip
Licensed Practical Nurse (LPN)	\$61.00 per hour	- 1:1 Skilled Nursing Services
Licensed Practical Nurse (LPN) Specialty	\$63.00 per hour	- 1:1 (enhanced nursing services for medically fragile special needs students) *
Certified Nursing Assistant (CNA)	\$33.80 per hour	****
Home Health Aide	\$33.80 per hour	****
Paraprofessional	\$33.00 per hour	
Student Transportation ONLY-RN	\$100.00 per hour	(1.5 hour minimum each way) ***
Student Transportation ONLY- LPN	\$75.00 per hour	(1.5 hour minimum each way) ***
Student Transportation ONLY- CNA/PARA	\$60.00 per hour	(2.0 hour minimum each way) *** & ****
Psychologist- Ph.D.	\$150.00 per hour	
Psychologist- Master Level	\$105.00 per hour	
Social Worker	\$66.00 per hour	
Board Certified Behavior Analyst (BS)	\$80.00 per hour	
Board Certified Behavior Analyst (MS)	\$105.00 per hour	
Board Certified Behavior Analyst (Ph. D)	\$130.00 per hour	
Registered Behavior Technician (RBT)	\$70.00 per hour	
ABA Evaluations	\$145.00 per hour	(one hour minimum per evaluation)
Teaching Assistant (NYS certified)	\$48.00 per hour	
Teacher's Aide (Instructional- non-certified)	\$37.00 per hour	

Horizon
Healthcare
Staffing



Horizon Group

- * **Registered Nurse/ Licensed Practical Nurse Specialty requested for a student will need additional authorization.**
- ** **If the clinician's services are required during the on-call hours, the rate will be \$72.80 per hour for the duration of the time the nurse's services is required.**
- *** **This service is only for students needing a clinician on the bus ride to and from school and NOT in school during the day.**
- **** **Often individuals with these titles do not have a car to travel to the assignment. School may authorize, in writing, up to \$40 per day in travel reimbursement that would be paid to the assigned individual. This would be added to the invoice.**

- **If the same clinician works in the School District more than 40 hours in a week, Horizon will bill 1.5 times the rates above to account for overtime.**
- **The minimum daily school assignment (s) is four (4) hours. School or trip assignments lasting less than four (4) hours will be billed for the entire four (4) hours.**
- **Cancellation: School may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift: otherwise, a 50% charge will be billed for the lost shift wages.**
- **If a clinician must stay beyond the student's scheduled IEP or school hours, Horizon reserves the right to bill School District for the extra time involved.**

Horizon
Healthcare
Staffing



Horizon Group

Related Educational Services - Session Rates

Occupational and Physical Therapist	\$64.00	per thirty (30) minute individual session at one site for 2 or more students.
	\$64.00	per group of 1 in a thirty (30) minute group session. \$20 per each additional student.
	\$225.00	per evaluation
CSE Consultation Meetings for OT, PT, ST	\$61.20	per thirty (30) minute session (billing will be prorated for longer sessions) *
PTA and COTA	\$58.00	per thirty (30) minute individual session at one site for two (2) or more students. *
	\$58.00	per group of 1 in a thirty (30) minute group session. \$15 for each additional student.
Speech Therapist	\$70.00	per thirty (30) minute individual session at one site for 2 or more students.
Speech Therapist	\$70.00	per group of 1 in a thirty (30) minute group session. \$25 for each additional student.
	\$250.00	per evaluation
Speech Therapist – Bi-Lingual	\$78.00	per thirty (30) minute individual session at one site for 2 or more students.
	\$78.00	per group in a thirty (30) minute group session. \$25 per each additional student.
	\$275.00	per evaluation
Prepare Reports/ Documentation		Billed at \$40 per half hour (prior school district authorization required)

Supplemental Agreement between the

West Islip Union Free School District

and

Homecare Therapies LLC/dba Horizon Healthcare Staffing

Supplemental Agreement dated this 1st day of July, 2024 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and, **Homecare Therapies LLC/dba Horizon Healthcare Staffing**, 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 **Homecare Therapies LLC/dba Horizon Healthcare Staffing**.

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.]*

Foreign Employers have our IT Staffers who have 24/7 oversight of Foreign owned servers. Password Protection, Firewalls, Encryption while in motion & @ rest -

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.

**Homecare Therapies LLC/dba
Horizon Healthcare Staffing**

By: Tina Longo, CTT
Print Name: Tina Longo, CTT
Title: Director
Date: 6/28/2024

West Islip Union Free School District

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

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July, 2024**, 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, 2024** through **June 30, 2025**, 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 as per attached 2024-2025 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 shall be as per **attached 2024-2025 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.

I. SEVERABILITY

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

J. GOVERNING LAW

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

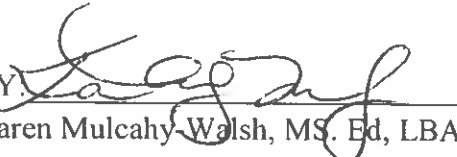
K. ENTIRE AGREEMENT

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

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

Long Island Developmental Consulting, Inc.

West Islip Union Free School District

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

BY: _____



LIDC Services Inc.
1355 Stony Brook Rd
Stony Brook NY ~~11780~~ 11790
Phone 631-285-6400 Fax 631-285-6523

2024-2025 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
- ❖ School Aged Itinerant Teacher Home Programming/ Behavior Intervention Services Provider (BCBA) \$125 per hour
- ❖ 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) \$110 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) \$120 per hour
- ❖ BIS / Consultation and/ or Parent Training with BCBA (Licensed/ Board Certified Behavior Analyst) \$130 per hour
- ❖ Staff Training Seminars (NYS Certified Teacher or (LBA/BCBA) \$130 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 \$ 130 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. \$130 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
Long Island Developmental Consulting, Inc.**

Supplemental Agreement dated this 1st day of July, 2024 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 11790.

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

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

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

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"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.
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- 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:

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Lisa DiSibio, *District Data Coordinator*

West Islip UFSD

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- 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;
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 - 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.

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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.]*

~~PII data will be protected using encryption while in motion and at rest as reflected by all email communications being sent via SSL. Any remote connectivity is made via secured point to point VPN with encrypted connection utilizing complex passwords. PII will be stored in a manner as to protect its security and to mitigate any potential security risks. Specifically, all student data and/or teacher or principal data will be stored by on an internal secured server. The security of this data will be ensured as the server is behind a firewall in accordance with best practices. Backups of all data are taken nightly and kept in a fireproof safe. Periodic random tests restores of data are done bi-monthly.~~

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.
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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.

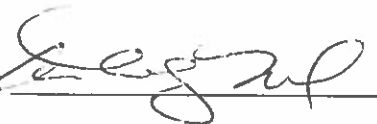
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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 Mulkahy Welsh

Print Name: _____

Title: Executive Director

Title: _____

Date: 6/22/24

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July, 2024**, 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 Tutorial Services** (hereinafter the "CONSULTANT"), having a principal mailing address of 93 W. Main Street, West Sayville, NY 11796.

A. TERM

1. The term of this Agreement shall be from **July 1, 2024** through **June 30, 2025**, 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:

Home Instruction 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 2024-2025 rate sheet**.

E. INSURANCE

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

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

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

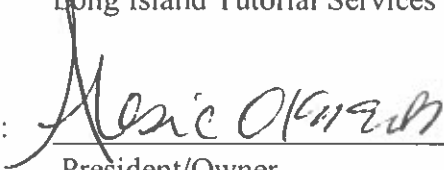
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

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

Long Island Tutorial Services

West Islip Union Free School District

BY:



President/Owner

BY: _____

President, Board of Education

Vendor: _LI Tutorial Services, Inc. _

Description of Services to be Provided	Rates	
	Hourly Rate	Other Rates (if applicable) 1/2 Hour Daily
Categories:		
ABA Instruction	80	
ABA Services – Special Education Services	80	
Absent Student	54	
Certified Reading Instructor	80	
Classroom Aide	37	
Computer Training	150	
Consultative Services – Vocational	80	
Counseling	80	
CSE Report Writing and meeting attendance	54	
CSE / CSE Presentation - Attendance	54	
Curriculum Development	80	
Early Intervention Evaluation (<3 years of age)	80	
Educational Evaluation – Bilingual	80	
Education by Special Educator Evaluations	80	
Handwriting –	70	
Home Program Supervision	70	
Home Programming	75	
Home Programming w/ BCBA	140	
Home Tutoring	54	
Home Tutoring – Pick up Regents Exam	54	
Home Tutoring – Return Regents Exam	54	
Hospital-Based Instruction - 1:1	55	
In-Home Supervision & Parent Training	80	
In-School ABA Consultation & Spec. Ed. Services (SEIT)	120	
In-School Workshops and Presentations	150	
Job Development, Job Coaching	75	
Language Dominance Evaluation	75	
Life Skills	70	
Life Skills/Vocational Exploration Push-In	70	
Locations 20 miles or more from Center/District	70	

Vendor: LI Tutorial Services, Inc.

	Rate
No Staff Meet	54
Outreach Clinic	55
Parent Conference Informing Session w/ BCBA	150
Parent Training & Counseling	79
Pick up of exams/return exam during midterms and final marks	54
Pick up and return of NYS Assessment Exams	54
Prep period when no work provided by school- 1 hour per week	54
Presentations – 1 hour	150
Professional Development/ Staff Training	150
Resource Room	54
SAT Instruction	78
Special Education Services – 1:1 Aide	37
Speech	80
Staff Development - full day	1500 (day)
Staff Development - 1/2 day	800 (1/2 day)
Staff Development - 5 Day Pre-packaged Prof Dev Courses - up to 30 participants	7300 (pkg)
Staff Development - 2-3 hour Superintendent's Conf Day seminar - unlimited participants	150 hr
Staff Development - 2-5 Day Customized Staff Development workshops - up to 30 participants	150 hr
Staff Training Seminars	150
SW-PBS, Behavior & Discipline In Service (Regulatory & Clinical)	37
Teacher Assistant	55
Tutoring rate-on-site at vendor location	TBD
Workshop – District - Based on program	
Other Services	

Please review the RFP General Information, Contract Terms and Conditions which shall be deemed part of the contract. Kindly acknowledge your agreement to an understanding of these terms and conditions by initialing on each page where indicated. Please return this part of the RFP and the General Information with your proposal.

West Islip SD
24-25

Vendor: LI Tutorial Services, Inc.

Item	Quantity	Unit Price	Total Price	Notes
1	1	100.00	100.00	100.00
2	1	100.00	100.00	100.00
3	1	100.00	100.00	100.00
4	1	100.00	100.00	100.00
5	1	100.00	100.00	100.00
6	1	100.00	100.00	100.00
7	1	100.00	100.00	100.00
8	1	100.00	100.00	100.00
9	1	100.00	100.00	100.00
10	1	100.00	100.00	100.00
11	1	100.00	100.00	100.00
12	1	100.00	100.00	100.00
13	1	100.00	100.00	100.00
14	1	100.00	100.00	100.00
15	1	100.00	100.00	100.00
16	1	100.00	100.00	100.00
17	1	100.00	100.00	100.00
18	1	100.00	100.00	100.00
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23	1	100.00	100.00	100.00
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95	1	100.00	100.00	100.00
96	1	100.00	100.00	100.00
97	1	100.00	100.00	100.00
98	1	100.00	100.00	100.00
99	1	100.00	100.00	100.00
100	1	100.00	100.00	100.00

Proposer Name and Title: _____

**Supplemental Agreement between the
West Islip Union Free School District
and
Long Island Tutorial Services**

Supplemental Agreement dated this 1st day of July, 2024 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Long Island Tutorial Services, 93 W. Main Street, West Sayville, NY 11796.

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 Tutorial Services.

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.

Long Island Tutorial Services

By: _____

Print Name: _____

Title: _____

Date: _____

West Islip Union Free School District

By: _____

Print Name: _____

Title: _____

Date: _____

Alexia Olsen
Alexia Olsen EdM
Principal
7/11/24

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July, 2024**, 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, Inc.** (hereinafter the "CONSULTANT"), having a principal mailing address of ~~P.O. Box 6005, Hauppauge, NY 11788-9005~~
1363 Veterans Memorial Highway, Ste 8, Hauppauge, NY 11788. (W)

A. TERM

1. The term of this Agreement shall be from **July 1, 2024** through **June 30, 2025**, 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 and evaluations per attached 2024-2025 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 2024-2025 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

2. 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).
3. 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.

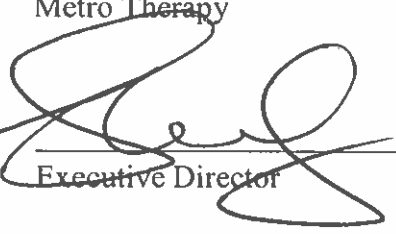
J. GOVERNING LAW

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.

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, 2024-June 30, 2025)

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>					

	OT	PT	ST	Bilingual ST
SCREENINGS	\$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

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

Schedule A – Page 2 of 2

BEHAVIOR TRAINING	
40-hour Registered Behavior Technician Training*	
<i>*additional RBT fees to BACB apply</i>	
Up to 10 Participants	\$4500.00
Each additional participant	\$100.00
RBT Competency Test Administration	\$150.00 per hour
On-going RBT Supervision	\$150.00 per hour
10-hour ABA Intensive	\$2500.00

SPECIAL RATE SCHEDULE	PER ½ HOUR
Resource Room Consultant Teacher	
Individual	\$45.00
Group of 2 students	\$35.00 per student
Group of 3-5 students	\$30.00 per student
Home Instruction (special education resource room) (Certified Special Educator directly addressing IEP goals or 504 Plan)	\$50.00
Vision Services	\$63.00
Teacher of the Deaf Services	\$63.00
Teaching Assistant	\$20.00
Assistive Technology/AAC Consults (including meeting participation)	\$100.00

	CSE	Team
MEETINGS	\$50.00 per ½ hour	\$50.00 per ½ hour

TRANSLATIONS	
Reports	\$35.00 per page
Interpreting	\$50.00 per ½ hour
Proctoring	\$50.00 per ½ hour

	Full Day	½ Day	Per Hour (2 hours or less)
STAFF DEVELOPMENT	\$1500.00	\$750.00	\$250.00

Scheduling Consultation: A ½ per session fee will be charged per student, during the first two weeks of the school year until scheduling is completed. Scheduling is meeting the child, meeting the teachers and all staff, and preparing the schedule.

Reports: All progress reports, annual review testing and goals will be inputted in to the School District IEP system at no charge. If Metro Therapy, Inc. is required to input SPAMS, Medicaid Notes or any other report, a charge of \$60.00 per half hour per therapist per month.

Administrative Staffing Options – available upon request; contact us for additional information.

Cancelled Sessions: If parent or district school does not provide 24-hour notice of student cancellation, service provider may choose to charge for the cost of cancelled session and perform required paperwork or other student-related work.

FOR CONTRACTS WITH RENEWAL CLAUSES (EXTENSIONS) – WE RESERVE THE RIGHT TO INCREASE RATES UPON THE RENEWAL BY 2% OR THE COST OF LIVING ALLOWANCE, WHICHEVER IS LOWER ON THE DATE OF THE RENEWAL.

Supplemental Agreement between the

West Islip Union Free School District

and

Metro Therapy, Inc.

Supplemental Agreement dated this 1st day of July, 2024 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Metro Therapy, Inc., the ("Contractor") located at ~~P.O. Box 6005, Hauppauge, New York 11788-9005~~ **1363 Veterans Memorial Hwy, Ste 8, Hauppauge, NY 11788.** (A)

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:

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.]*

Records are stored in a database accessed via business applications controlled by RVPs and HR. After case completion, access is revoked after 45 days, allowing for note submission. Data in the system is only available to authorized users. Service providers have access only to records relevant to their caseload. Annual security training is providing to employee and our providers which includes the handling of confidential information. Onboarding includes written agreements detailing compliance policies and requirements that must be acknowledged by employees and service providers. Data is protected while in motion and at rest using encryption. Data in transit is protected by TLS encryption; sensitive data is secured in database: MS Azure.

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:

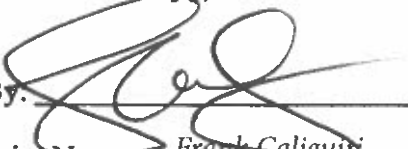
a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor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

Metro Therapy, Inc.

By: 
Print Name: Frank Caliguri
Title: Director of Pediatric Services
Date: 7/10/24

West Islip Union Free School District

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

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July, 2024**, 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, 2024** through **June 30, 2025**, 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 2024-2025 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 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.

Milestones in Home Care, Inc.

West Islip Union Free School District

BY:

Kelly Dymanti

BY: _____

Quote Sheet

2024-2025 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 \$73.00/hr.

LPN Services \$68.00/hr.

**Supplemental Agreement between the
West Islip Union Free School District
and
Milestones in Home Care, Inc.**

Supplemental Agreement dated this 1st day of July, 2024 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.]*

All data is stored in locked fireproof filing cabinets or on secure encrypted server. These are maintained by our data security specialists. Only employees that are required access to data are given permission and access. Data will be encrypted while in motion and at rest.

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
Print Name: Kelly Duranti
Title: CFO
Date: 7/3/24

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

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July, 2024**, 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 **New York Therapy Placement Services, Inc.** (hereinafter the "CONSULTANT"), having a principal mailing address 299 Hallock Avenue, Port Jefferson Station, NY 11776.

A. TERM

1. The term of this Agreement shall be from **July 1, 2024** through **June 30, 2025**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

SEE ATTACHED 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 2024-2025 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.

New York Therapy Placement Services, Inc.

West Islip Union Free School District

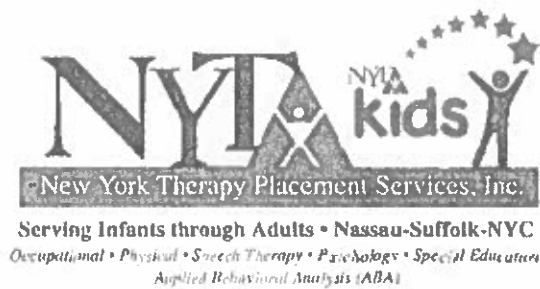
BY:



Chief Operating Officer

BY:

President, Board of Education



This agreement made between New York Therapy Placement Services, Inc., 299 Hallock Avenue, Port Jefferson Sta., NY 11776, hereinafter referred to as the Agency and West Islip Public Schools, 100 Sherman Avenue., West Islip, NY 11793, hereinafter referred to as the School. The terms of this agreement shall extend from July 1, 2024 to June 30, 2025.

NOW THEREFORE, IT IS MUTUALLY AGREED, AS FOLLOWS:

- I. At the School's request, the Agency will place the following service providers: occupational therapists, speech pathologists, physical therapists, special education teachers, ABA aides and certified social workers, to provide related services to school age children as mandated by the student's IEP.

The Agency will bill the School the following rate for professional services rendered by service providers placed by the Agency:

OCCUPATIONAL THERAPY

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$45.00	\$33.00 per student
Child Seen at Home or at Private or Parochial School	\$65.00	\$35.00 per student

Total Classroom Push-in Model	45 minutes	30 Minutes
OT Consultations	\$110.00 per session	\$80.00 per session

Kindergarten Hand Skills	45 minutes	30 minutes
Week 1-6	\$110.00 per push-in entire class	
Week 6-12		\$80.00 per 30 minutes group session
<u>Handwriting Programs</u>		\$80.00 per group session

Long Island Services & Evaluations
 Sensory Gym &
 Speech Language Center
 299 Hallock Avenue
 Port Jeff Station, NY 11776
 631 473 4284
 Fax: 631-331-2204

New York City Services & Evaluations
 500 Bi County Blvd - Suite 450
 Farmingdale, NY 11735
 718 264-1640
 212 752 1316
 Fax 631 420 8636

PHYSICAL THERAPY

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$55.00	\$33.00 per student
Child Seen at Home or at Private or Parochial School	\$70.00	\$33.00 per student

SPEECH THERAPY

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$45.00	\$33.00 per student
In District: Bilingual	\$55.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$65.00	\$33.00 per student
Child Seen at Home or at Private or Parochial School: Bilingual	\$70.00	\$35.00 per student

Speech Push-in Classroom Program /Speech Improvement Group	\$80.00 per 30 minute group session
-------------------------------------------------------------------	--------------------------------------------

VISION THERAPY

Service Location	30 Min. Individual (Rate Per Session)
In District	\$62.00
Child Seen at Home or at Private or Parochial School	\$62.00

INDIVIDUAL STUDENT/TEACHER CONSULTATIONS

OT/PT/SP Consults (per 30 minutes)	\$ 50.00
Sensory Consults (per 60 minutes)	\$100.00
Vision Consultations (per 30 minutes)	\$ 60.00
Assistive Tech Consult/Training (15 minutes)	\$ 50.00
Classroom Consultation/Co-Teaching (per 60 minutes)	\$ 150.00

EVALUATIONS

EVALUATION TYPE	MONOLINGUAL RATE	BILINGUAL RATE
OT/PT/SP Screenings	\$ 90.00	\$ 110.00
OT/PT Evaluation/Re-Evaluation/Triennials	\$ 200.00	\$ 330.00
OT Evaluation with Sensory Profile	\$ 260.00	\$ 350.00
Speech Evaluation	\$ 290.00	\$ 390.00
Speech Feeding Evaluation	\$ 390.00	\$ 490.00
Augmentative and Alternative Communication (AAC) Evaluation	\$1,500.00	\$ 1,600.00
Vision Evaluation	\$ 390.00	\$ 490.00
Social History Evaluation	\$ 130.00	\$ 230.00
Classroom Observation	\$ 90.00	\$ 90.00
Educational Evaluation	\$ 290.00	\$ 390.00
Reading Evaluation	\$ 290.00	\$ 390.00
Psychological Evaluation	\$ 690.00	\$ 890.00
Psychological/Education Evaluation	\$ 890.00	\$ 1,150.00
Assistive Technology Evaluation	\$ 1,500.00	N/A
Annual Review Protocol	\$ 60.00	\$ 60.00
ADOS	\$ 690.00	\$ 790.00

Participation at CSE/TEAM Meetings/Program Reviews:

To be prorated by the individual rate for all services

Remote Sessions:

Remote sessions to be billed at the same rate as in-person sessions for all services

Absent Student:

To be billed at the scheduled session rate when sufficient notice (24-hours) is not provided

Scheduling Sessions:

A scheduling session will be billed at \$35.00 per child one time at the onset of the service. This includes meeting and consulting with the student/teacher/staff in order to prepare an appropriate schedule for students.

RESOURCE ROOM/ HOME TUTORING

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$50.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$55.00	\$35.00 per student

READING SPECIALIST

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$60.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$65.00	\$35.00 per student

TEACHER OF THE DEAF/HARD OF HEARING

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$60.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$65.00	\$35.00 per student

PARENT TRAINING

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate Per Group)
By Special Educator	\$55.00	N/A
By other Master's Level Clinician	\$55.00	N/A
By BCBA	\$75.00	N/A

COUNSELING

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$60.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$65.00	\$35.00 per student

BEHAVIORAL SERVICES

Service	Rate Per Hour
Teachers Assistant ABA homebased	\$ 55.00
1:1 Teachers Aide by Paraprofessional school-based	\$ 55.00
Services with Registered Behavior Technician	\$ 58.00
Special Educator ABA homebased	\$ 110.00
BCBA Supervision	\$150.00
Behavioral Consultation by BCBA	\$150.00
Behavior Intervention Services by BCBA	\$150.00
ABA by BCBA	\$150.00
FBA/BIP	\$150.00
Autism Consultation/Training by BCBA	\$150.00

EXTENDED SCHOOL DAY-AFTER SCHOOL PROGRAM

TYPE OF SERVICE	Rate Per Hour Up to 12 Students per group 2024-2025
BCBA/Special Education Group Behavioral Services	\$250.00
Paraprofessional/Registered Behavior Technicians	\$50.00
Parent Training for Group Participants by Special Education Teacher	\$150.00
Parent Training for Group Participants by BCBA	\$250.00

ADDITIONAL BEHAVIORAL STAFF TRAINING & BEHAVIORAL SUPPORT PROGRAMS

TYPE OF SERVICE	Rate Per Hour
Center Based ABA After School Support (Port Jefferson Location)	\$150.00 BCBA \$58.00 RBT
ABA Staff Training by BCBA	\$175.00
40 Hour RBT Training to Staff	\$150.00 per participant

VIRTUAL/PHONE TRANSLATIONS

\$95.00 Flat Fee up to 1 hour
\$45.00 per 30 minutes after 1 hour

IN-PERSON TRANSLATIONS

\$110.00 Flat Fee up to 1 hour
\$55.00 per 30 minutes after 1 hour

WRITTEN TRANSLATIONS

\$28.00 per page for written translations

EDUCATIONAL STRATEGIES TASK FORCE

Includes professional development seminars and workshops. Staff training, consultation and coaching options.

WORKSHOPS

Full Day: \$1600.00
Workshops under Three hours: \$800.00
Strategic Coaching: \$150.00 per hour (Minimum of 5 hours per day)

NOTES

1. Sessions in excess of 30 minutes will be prorated based on the 30-minute rate.
2. Students that have a group recommendation on their IEP but lack an appropriate group due to age, functioning, scheduling issues, or prescription issues will default to an individual session until an appropriate group becomes available.

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

and

NEW YORK THERAPY PLACEMENT SERVICES, INC.

Supplemental Agreement dated this **1st day of July, 2024** between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, and **New York Therapy Placement Services, Inc.**, (the "Contractor") located at 299 Hallock Avenue, Port Jefferson Station, NY 11776.

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

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**See Attached NYTPS Data
Privacy and Security Plan**

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

**New York Therapy Placement Services,
Inc.**

WEST ISLIP UFSD

By: John F. Johnson

By: _____

Print Name: John F. Johnson

Print Name: _____

Title: Chief Operating Officer

Title: President, Board of Education

Date: 7/8/24

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2024**, 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 PPT Therapies of Western Suffolk, PT, OT, SLP, LLP (hereinafter the “**CONSULTANT**”), having a principal mailing address of 77 Veterans Memorial Highway, Suite 5, Commack, New York 11725-3410.

A. TERM

1. The term of this Agreement shall be from **July 1, 2024** through **June 30, 2025**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the **DISTRICT** is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

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

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 2024-2025 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.

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.

PPT Therapies of Western Suffolk, PT, OT, SLP, LLP West Islip Union Free School District

BY: 
Executive Director

BY: _____
President, Board of Education



PPT Therapies

Formerly Pediatric Physical Therapy Associates

77 Veterans Highway, Suite 5
Commack, NY 11725-3410

Office 631.499.4344 • Fax 631.499.4383

Email: ppttherapies@gmail.com

Physical Therapy
Occupational Therapy
Speech/Language Therapy

www.ppttherapies.com
email: ppttherapies@optonline.net

2024 – 2025 RATE SHEET

West Islip Public Schools

100 Sherman Ave.
West Islip, NY 11795
(631) 930-1547

- **Physical Therapy – Occupational Therapy – Speech & Language Therapy**
- **Consultation**
- **Evaluation Services**

Individual Session – School Based Service	\$ 65.00 per 30 minute session \$130.00 per 60 minute session
Individual Session - *Home Based Service	\$ 75.00 per 30 minute session \$150.00 per 60 minute session
Group Session	\$ 75.00 per group of 2 students per 30 minute session \$ 90.00 per group of 3 or more students per 30 minute session
Evaluation	\$180.00 Including written report
Annual Review	\$ 65.00 Including written report
CPSE/CSE Meeting Attendance	\$ 65.00 per 30 minutes
Meeting by Phone/Virtual Meeting	\$ 65.00 per 30 minutes
Consultation as per IEP	\$ 65.00 per 30 minutes
Update IEP/Frontline Quarterly	\$ 32.50 per 15 minutes per student
Update IEP/Frontline Upcoming School Year Draft (includes present levels & goals)	\$ 65.00 per student
Annual Review Meeting	\$ 65.00 per 30 minutes
Team Meeting	\$ 65.00 per 30 minutes
Consultation with Staff (Not an IEP Service)	No Charge
Parent Communication	No Charge
Adaptive Equipment (Includes Assessment, Recommendation, Ordering & Servicing)	\$ 65.00 per 30 minutes

*Home Based rates apply to any Parochial or Private School located off-District premises.

PPT THERAPIES OF WESTERN SUFFOLK, PT, OT, SLP, LLP

77 Veterans Hwy, Suite 5, Commack, NY 11725-3410

Tax ID: 45-5553648

Email: ppttherapies@gmail.com

T: 631-499-4344

F: 631-499-4383

Supplemental Agreement between the

West Islip Union Free School District

and

PPT Therapies of Western Suffolk, PT, OT, SLP, LLP

Supplemental Agreement dated this 1st day of July, 2024 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and PPT Therapies of Western Suffolk, PT, OT, SLP, LLP, (the "Contractor") located at 77 Veterans Memorial Highway, Suite 5, 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 PPT Therapies of Western Suffolk, PT, OT, SLP, LLP.

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.

**PPT THERAPIES OF WESTERN SUFFOLK
PT, OT, SLLP, LLP**

West Islip Union Free School District

By: 

By: _____

Print Name: Keith Larkin, Jr

Print Name: _____

Title: Vice President

Title: _____

Date: 6/25/27

Date: _____

PPT Therapies of Western Suffolk, PT, OT, SLP, LLP
Data Security and Privacy Plan

1. Implementation of applicable data security and privacy contract requirements over the life of the Contract:
 - a. PPT Therapies (PPT) will continue to use, at the District's direction, the Frontline Education Secure website to document service provision and progress updates. Printed copies will be provided to the District upon request. PPT will continue to maintain a copy of record in a secured file cabinet on our premises.
2. Exclusive Purposes for Data Use:
 - a. PPT will only use student data to document activities and progress for related service sessions, for billing of related service sessions, for documenting progress over the course of the school year (i.e. quarterly progress marks, annual reviews) and evaluations.
3. Data Accuracy/Correction Practices:
 - a. Parents, students, teachers or principal who seek to challenge the accuracy of PII (District Data) will do so by contacting the District. If a correction to data is deemed necessary, the District will notify PPT. PPT agrees to facilitate such corrections within 21 calendar days of receiving the District's written request.
4. Subcontractor Oversight Details:
 - a. PII (District Data) received by a Subcontractor will be received, assessed and used only to perform the Subcontractors' services pursuant to the Service Agreement with the District. The Subcontractor will only share PII with entities or person authorized in the Service Agreement. The Subcontractor is contracted with PPT and is required to adhere to, at a minimum, materially similar data protection obligations imposed on PPT by state and federal laws and regulations, and the Service Agreement.
5. Security Practices:
 - a. Digital District Data is only stored on the Frontline Education website. Printed copies are maintained at the PPT office in Commack, NY.
 - b. Frontline Education provides a secure website for IEP access, entering and maintaining session notes, and a document repository for other reports. PPT maintains a paper file for students in a locked file cabinet in our offices. PPT will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
6. Contract Lifecycle Practices:
 - a. This Agreement expires June 30, 2025 per Service Agreement
 - b. Student data (or teacher or principal data) is retained at least 1 year after the student turns 21 years old.
 - c. Printed Student data is shredded in accordance with HIPAA guidelines.
7. Encryption Practices:
 - a. Data encryption is applied in accordance with Education Law 2-d 5(f)(5)
8. Training Practices:
 - a. Annual training on federal and state law governing confidentiality is provided for all officers, employees, or subcontractors who have access to student (or teacher or principal data).

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2024**, 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 **Serene Home Nursing Agency**, (hereinafter the "CONSULTANT"), having a principal mailing address of 42 Academy Street, Patchogue, NY 11772.

A. TERM

1. The term of this Agreement shall be from **July 1, 2024** through **June 30, 2025**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

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

C. SERVICES AND RESPONSIBILITIES

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

SEE ATTACHED RATE SHEET – 2024-2025

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 **2024-2025 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.

Serene Home Nursing Agency

West Islip Union Free School District

BY: Kristi Maulip, COO
Executive Director 6/24/2024

BY: _____
President, Board of Education

Serene Home Nursing Agency

42 Academy Street
 Patchogue, NY 11772
 (631) 696-9669 x 135 - Office
 (631) 366-8313 - Fax

West Islip Union Free School District 2024-2025 Service Rates

RN Assessment	\$191 per visit
RN School Nurse (up to 2 hours)	\$191.00
RN School Nurse (over 2 hours)	\$93.00 per additional hour rounded up to next hour
RN Private Duty Nurse (up to 2 hours)	\$191.00
RN Private Duty Nurse (over 2 hours)	\$93.00 per additional hour rounded up to next hour
Nurse to accompany student to and from school on bus	\$196.00 up to 2 hours per trip
Nurse to accompany student to and from school on bus	\$102.00 per additional hour per trip
LPN Private Duty Nurse (up to 2 hours)	\$181.00
LPN Private Duty Nurse (over 2 hours)	\$76.00 per additional hour rounded up to next hour
Physical Therapy visit up to 1 hour	\$197.00 (up to 1 hour)
Physical Therapy visit (over 1 hour)	\$124.00 per additional hour rounded up to next hour
Occupational Therapy visit up to 1 hour	\$197.00 (up to 1 hour)
Occupational Therapy visit (over 1 hour)	\$124.00 per additional hour rounded up to next hour
Speech Therapy visit up to 1 hour	\$197.00 (up to 1 hour)
Speech Therapy visit (over 1 hour)	\$124.00 per additional hour rounded up to next hour
Aide Services (up to 6 hours)	\$222.00
Aide Services- per additional hour (over 6-hour base day)	\$37.00 per additional hour rounded up to next hour
CNA (up to 6 hours)	\$234.00
CNA per additional hour (over 6-hour base day)	\$39.00 per additional hour rounded up to next hour

*Please note, the above rates are courtesy discounted rates from our published rates. For billing purposes, any services provided for less than a full hour will be rounded up to a full billable hour.

Supplemental Agreement between the
West Islip Union Free School District
and
Serene Home Nursing Agency

Supplemental Agreement dated this 1st day of July, 2024 between the West Islip Union Free School District (the “District”), located at 100 Sherman Avenue, West Islip, New York and **Serene Home Nursing Agency** (the “Contractor”) located at 42 Academy Street, Patchogue, NY 11772.

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 Serene Home Nursing Agency.

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 data privacy/security plan (EW)

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.

SERENE HOME NURSING AGENCY

By: Kristi Mandlias

Print Name: Kristi Mandlias

Title: COO

Date: 6/24/2024

WEST ISLIP UNION FREE SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July 2024** 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 1227-2 Montauk Highway, Oakdale, NY 11769.

A. TERM

The term of this Agreement shall be from **July 1, 2024 through June 30, 2025** inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

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

SEE ATTACHED SERVICES AND FEE SCHEDULE

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

with any relevant criminal or professional misconduct.

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

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

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

C. COMPENSATION:

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

SEE ATTACHED SERVICES AND 2024-2025 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
 1227-2 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.

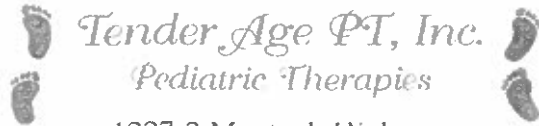
Tender Age Pediatric Therapies

West Islip Union Free School District

 *Lori Teitler-Rivera* President

By: Lori Teitler-Rivera, President

By: President, Board of Education



Tender Age PT, Inc.

Pediatric Therapies

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 2024-2025

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: \$47.00 per 30 minute session
Group Session: \$71.00 per 30 minutes for up to 5 students
Consultant Session: \$47.00 per 30 minute session
Monolingual OT/PT Evaluation: \$200.00 per evaluation
Bilingual OT/ PT Evaluation : \$275.00 per evaluation
Monolingual Speech Evaluation: \$250.00 per evaluation
Bilingual Speech Evaluation: \$370.00 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
Tender Age Pediatric Therapies**

Supplemental Agreement dated this 1st day of July, 2024 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 1227-2 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.]

TenderAge stores data using individualized passwords, encryption, firewalls, virus and malware programs as well as HIPAA compliant programs. Paper records are kept in locked file cabinets in locked file rooms. Records are disposed of by shredding or deleting following guidelines/laws on how long records must be kept.

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: Lori M. Teitelbaum
Print Name: Lori M Teitelbaum
Title: President
Date: 7/10/2024

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



Lauren Lay
Director of Secondary ELA, ENL & 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: July 2024
RE: Beach Surplus

I am requesting the surplus of books from the Beach ELA Book Room.
These materials are in poor condition or are no longer used in the curriculum.

Total Copies Surplused: 1000

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

Cc: Dr. Bridgeman, Artie Machowicz, Vickie Wolfe



Lauren Lay
Director of Secondary ELA, ENL & 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: July 2024
RE: Udall Surplus

I am requesting the surplus of books from the Udall ELA Book Room.
These materials are in poor condition or are no longer used in the curriculum.

Total Copies Surplused: 1000

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

Cc: Dr. Marquardt, Andrew Moschetto

AGENDA ITEM
BUSINESS ITEMS

RESOLUTION: 2024-2025 TAX LEVY

WHEREAS, the estimated expenditures for the West Islip Union Free School District, for the school year 2024-2025 in the amount of \$138,761,990 proposed in accordance with Section 1716 of the Education Law, were approved by the voters of the District on May 21, 2024, and,

WHEREAS, the estimated expenditures for the West Islip Public Library, for the fiscal year 2024-2025 in the amount of \$4,509,627 proposed in accordance with Section 259 of the Education Law, were approved by the voters of the District on April 9, 2024 for a total approved budget of \$143,271,617 therefore,

BE IT RESOLVED, that the 2024-2025 tax levy in the amount of \$93,402,547 for the West Islip Union Free School District and \$4,349,627 for the West Islip Public Library, for a combined tax levy of \$97,752,174 be approved and levied upon the real property of the District.

(The tax levy of \$93,402,547 for the School District plus \$45,359,443 other income as estimated on July 1, 2024, including State Aid, \$4,375,000 Appropriated from Reserves and \$850,000 of Appropriated Fund Balance equals a budget of \$138,761,990. The tax levy of \$4,349,627 for the Public Library plus \$160,000 other income as estimated on July 1, 2024 equals a budget of \$4,509,627).

RESOLUTION

Upon the order of the commissioner of education per Education Law §2034(6), when a period of six months from the date of election has elapsed without any proceeding being commenced in regard to such election, the board of education may by written resolution order the destruction of unused ballots and full ballot booklets.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby approves, the destruction of unused ballots and full ballot booklets not used at the January 23, 2024 Bond Vote for the High School Pool.

**STATE ENVIRONMENTAL QUALITY REVIEW ACT
SEQRA RESOLUTION
NOTICE OF DETERMINATION OF NON-SIGNIFICANCE
PROPOSED SITE IMPROVEMENTS AND CONSTRUCTION PROJECT
MASERA LEARNING CENTER**

WHEREAS, the West Islip Union Free School District Board desires to embark upon the following improvements at the Masera Learning Center as set forth herein and as listed in the working budget: (1) the complete renovation of the existing kitchen, and (2) construction of a new 27,000 sf parking lot including curbs, sidewalks, site lighting, drainage, and landscaping (hereinafter collectively referred to as the "Project"); and

WHEREAS, said capital improvements are subject to classification under the State Environmental Quality Review Act (SEQRA); and

WHEREAS, the complete renovation of the existing kitchen and construction of a new 27,000 sf parking lot is not classified as a Type I Action or Type II Action as determined under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.4 and 617.5); and

WHEREAS, for Unlisted Actions the lead agency making a determination of significance must: (1) consider the action as defined in Sections 617.2(b) and 617.3(g); (2) review the EAF, the criteria contained in Section 617.7(c) and any other supporting information to identify the relevant areas of environmental concern; (3) thoroughly analyze the identified relevant areas of environmental concern to determine if the action may have a significant adverse impact on the environment; and (4) set forth its determination of significance in a written form containing a reasoned elaboration and providing reference to any supporting documentation; and

WHEREAS, the Board, as the only involved agency, has examined all information related to the capital improvement project and has determined that the Project is classified as an Unlisted Action and determined pursuant to Section 617.7(c) of the SEQR Regulations that the Project will have no significant adverse impact on the environment; and

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby declares itself lead agency in connection with the requirements of the State Environmental Quality Review Act; and

BE IT FURTHER RESOLVED, that the Board hereby declares that the Project is an Unlisted Action, with a Negative Declaration which require no further review under SEQR; and

BE IT FURTHER RESOLVED, that the Board hereby shall forward an official copy of this Resolution to the New York State Education Department together with a copy of the correspondence from the New York State Office of Parks, Recreation and Historic Preservation in connection with its request for approval of the listed Project from the New York State Education Department

J.C. Broderick & Associates, Inc.

Environmental/Construction Consulting & Testing



1775 Expressway Drive North
Hauppauge, NY 11788
631.584.5492
Fax: 631.584.3395
www.jcbroderick.com

June 14, 2024

Mr. James Bosse
West Islip Union Free School District
100 Sherman Avenue
West Islip, New York 11795

Re: SEQRA Review and Determination for Renovations of the Kitchen and New Parking Lot at:

**Site: Masera Learning Center
650 Udall Road
West Islip, New York 11795**

JCB#: 24-58179

Dear Mr. Bosse:

J.C. Broderick & Associates, Inc. (JCB) performed a New York State Environmental Quality Review Act (SEQRA) review of the proposed scope of work, which was provided to JCB by BBS architects, Landscape Architects and Engineer, P.C. and includes a complete renovation of the kitchen and construction of a new 27,000 sf parking lot at the Masera Learning Center (hereinafter referred to as the "Project"). It is our opinion that the scope of work is categorized as an Unlisted Action under 6 NYCRR Part 617 (State Environmental Quality Review). Attached please find the Short Environmental Assessment Forms for Unlisted Actions for the Masera Learning Center which concluded that based upon the information and analysis performed, the proposed actions WILL NOT result in any significant adverse environmental impacts under Environmental Conservation Law, Article 8.

The New York State Parks, Recreation and Historic Preservation Law, Section 14.09, requires State agencies to consult with the commissioner if it appears that any project which is being planned may or will cause any change, beneficial or adverse, in the quality of any historic, architectural, archeological or cultural property that is listed on the National Register of Historic Places or property listed on the State Register of Historic Places or that is determined by the commissioner to be eligible for listing on the State Register of Historic Places. It requires State agencies, to the fullest extent practicable, consistent with other provisions of the law, to avoid or mitigate adverse impacts to such properties, to fully explore all feasible and prudent alternatives and to give due consideration to feasible and prudent plans which would avoid or mitigate adverse impacts to such property.

The New York State Office of Parks, Recreation and Historic Preservation (OPRHP) and the New York State Education Department (SED) have signed a Letter of Resolution (Designation of Exemptions) in a memorandum of understanding (SED MOU #023-024) for the purpose of expediting the review of projects in accordance with Article 14; Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law. The Letter of Resolution allows a school district or public library's licensed professional to determine if a scope of work will have an impact on the character of historic resources based upon previous submissions or the age and design of the building. The Letter of Resolution also lists specific project scope of works in Attachment 1 of the MOU that were commonly submitted to OPRHP that are now considered exempt from the review.

The following is a summary of the status associated with the above referenced Projects.

June 14, 2024

Mr. James Bosse

West Islip Union Free School District

SEQRA Review and Determination for Renovations of the Kitchen and Construction of a New Parking Lot at:

Masera Learning Center

650 Udall Rd., West Islip, NY 11795

JCB#: 24-58179

- Masera Learning Center - This building is greater than 50 years old; however, has been previously determined to be "Not Eligible" for inclusion in the State or National Register of Historic Places. The SED MOU states, "Buildings or structures over 50 years of age or older that have been previously evaluated by OPRHP and found to not meet the criteria for inclusion in the State and National Register (S/NR) are exempt from further review."
 - Complete renovation of the existing kitchen.

The SED Letter of Resolution states "where the project involves site work or any other activity that will lead to ground disturbance, those portions of the project shall be submitted for OPRHP's review of possible impacts to archeological resources." As such the following proposed scope of work was submitted to OPRHP for review.

- Constructing a new 27,575.49 sf parking lot.

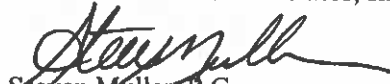
The OPRHP reviewed the proposed project for the construction of a new 27,000 sf parking lot in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law) and concluded that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

Attached to this letter, please find the Short Environmental Assessment Forms, relevant Cultural Resource Information System's documentation of "Not Eligible" status for the above school, and OPRHP project review letter. Also attached, please find the OPRHP Project Review Exemption Forms identified above, which must be signed by the District's architect.

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

Sincerely,

J.C. Broderick & Associates, Inc.



Steven Müller, P.G.

Director, Subsurface Division

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information				
Name of Action or Project: Masera Learning Center - Site Improvement Project				
Project Location (describe, and attach a location map): 650 Udall Road, West Islip, New York 11795				
Brief Description of Proposed Action: Renovation of the kitchen and construction of a new 27,575.49 sf parking lot.				
Name of Applicant or Sponsor: West Islip Union Free School District		Telephone: 631-893-3217 E-Mail: J.Bosse@wi.k12.ny.us		
Address: 100 Sherman Avenue				
City/PO: West Islip		State: New York	Zip Code: 11795	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYS School Education Department			NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		10.97 acres		
b. Total acreage to be physically disturbed?		0.63 acres		
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		10.97 acres		
4. Check all land uses that occur on, are adjoining or near the proposed action:				
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland				

	NO	YES	N/A
5. Is the proposed action, <ul style="list-style-type: none"> a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan? 	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. <ul style="list-style-type: none"> a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action? 	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. <ul style="list-style-type: none"> a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? 	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. <ul style="list-style-type: none"> a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

EAF Mapper Summary Report

Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri Thailand, NGCC, OpenStreetMap contributors, and the GIS User Community, Esri, HERE, Garmin, USGS, NPS

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

**STATE ENVIRONMENTAL QUALITY REVIEW ACT
NEGATIVE DECLARATION
NOTICE OF DETERMINATION OF NON-SIGNIFICANCE
PROPOSED SITE IMPROVEMENTS AND CONSTRUCTION PROJECT
MASERA LEARNING CENTER**

Date: May 20, 2024

This notice is issued pursuant to Article 8 of the Environmental Conservation Law (State Environmental Quality Review Act) and the implementing regulations therefor at 6 NYCRR Part 617. The West Islip Union Free School District (hereinafter referred to as the "District"), as lead agency, has determined, based upon review of the Unlisted SEQRA Review prepared by J.C. Broderick & Associates, Inc. (JCB), on behalf of the District, that the proposed action described below will not have a significant effect on the environment, and pursuant to 6 NYCRR 617.9(a)(S)(i), as such, an Environmental Impact Statement ("EIS") will not be prepared.

Name of Action: Proposed Complete Renovation of the Existing Kitchen and Construction of a New 27,000 sf Parking Lot

SEQRA Status: Unlisted

Conditioned Negative Declaration: No

Description of Action: The proposed site improvement project includes the complete renovation of the existing kitchen and construction of a new 27,000 sf parking lot located on the east side of the existing building. The site improvement also includes curbs and sidewalks, asphalt driveway and parking, drainage, and landscaping.

Project Location: Masera Learning Center
650 Udall Road
West Islip, New York 11795

Reasons Supporting this Determination:

In accordance with the State Environmental Quality Review Act ("SEQRA") and its implementing regulations at 6 NYCRR Part 617, the District has determined that this project is an Unlisted Action. A coordinated review was not conducted.

Pursuant to 6 NYCRR §617.6(a)(3), a short EAF has been prepared for treatment by the lead agency as an Environmental Assessment Form for the purpose of determining significance. Based upon the information contained in the short EAF, the District, as lead agency, and after due deliberation, review, and analysis of the short EAF, and the criteria set forth in 6 NYCRR §617.7, determines that the proposed action will not result in significant adverse impacts to the environment. This determination is supported by the following:

Soils and Topography

It is expected that the proposed site improvements and construction of the new parking lot would involve the removal of approximately 1000 cubic yards of material and the disturbance of most of the 0.63±-acre construction site. Prior to any construction, specific erosion and sediment control measures would be implemented. Included would be the strategic placement of silt fences and hay bales to prevent overland runoff, stockpile protection, installation of storm drain silt control measures, use of a stabilized construction entrance, phasing of development activities to limit the total area of land disturbed at any one time, and installation of foundations, pavement and/or landscaping as soon as possible after soil disturbance, to effectively limit the extent of soil exposure. Additionally, the installation of drywells and regrading activities would control and direct the routes of stormwater on-site to minimize the impacts associated with overland flow. However, the site is relatively flat throughout, such that high runoff velocities are not expected to contribute to an increased potential for erosion during periods of soil disturbance.

The Masera Learning Center site is relatively flat. No significant grading activities are proposed in connection with any of the proposed improvements, such that the existing grade of the site will remain beyond implementation of the proposed action.

Overall, therefore, the proposed improvement project at the Masera Learning Center site would not result in any substantial increase in the potential for erosion or sedimentation, and thus, no significant adverse impacts associated with same would be expected.

Water Resources

With respect to sanitary waste, the quantity of sanitary waste generated at the Masera Learning Center site is currently directed to the municipal sanitary system. As such, no significant adverse impacts associated with sanitary waste are expected.

The demand for potable water at the Masera Learning Center site is not expected to change as the new and updated kitchen facility and parking lot is not expected to increase the amount of building staff and or visitors. As a result, there would be no significant adverse impacts to potable water supplies.

As a result of the proposed action, the total area of impervious surfaces at the site would increase by 0.63± acres increasing the total volume of stormwater runoff generated at the site. The parking lot stormwater will be collected using drywells and leaching pools. As all stormwaters would be accommodated on-site, and appropriate methods would be used to ensure adequate stormwater filtration back to the groundwater table, no significant adverse impacts associated with stormwater runoff and drainage would be expected.

Based on the aforementioned erosion and sediment control measures to be implemented during construction (e.g., strategic placement of silt fences and hay bales to prevent overland runoff, stockpile protection, installation of storm drain silt control measures, use of a stabilized construction entrance, etc.), no significant adverse impacts associated with stormwater runoff would be expected during construction activity.

**State Environmental Quality Review Act
Negative Declaration
Notice of Determination of Non-Significance
West Islip Union Free School District
Proposed Kitchen Renovation and Construction of a new 27,000 sf Parking Lot**

Overall, therefore, the proposed improvement project at the Masera Learning Center site would not result in significant adverse impacts to the ground or surface water quality or quantity, flooding, leaching or drainage problems.

Land Use and Community Character

Upon implementation of the proposed action, the Masera Learning Center site will operate a new 27,000 sf parking lot supplying available spaces to park automobiles for the building staff and visitors.

The total area of impervious surfaces at the Masera Learning Center site would increase by 0.63± acres as a result of the proposed action.

The proposed action includes the construction of a new 27,000 sf parking lot on the east side of the building. The new parking lot facility will replace an existing grass area and providing same or similar benefits beyond implementation of the proposed action as under existing conditions such that no related significant adverse land use impacts are anticipated.

Overall, therefore, the proposed project at the Masera Learning Center site would not result in a substantial change in the use, or in its capacity to support existing uses, or an impairment of the character or quality of existing community or neighborhood character. Thus, there would be no significant adverse land use impacts or impacts upon community character.

Transportation

As a result of the implementation of the proposed action, the number of vehicular trips is not expected to increase significantly as a result of the new parking lot as compared with existing conditions.

Overall, based on the above, the proposed action is not expected to result in substantial adverse changes in existing traffic levels. Thus, there would be no significant adverse transportation impacts.

Aesthetics

The proposed action will convert an existing grass area into a new 27,000 sf parking lot. Although this will change the visual aesthetics of the area, it is consistent with other areas within the site and neighborhood. Therefore, the visual aesthetics of the site will not be significantly impacted.

The proposed improvements include the construction of the new 27,000 sf parking lot. The parking lot will be designed to minimize traffic in residential neighborhoods and public roadways. No new significant adverse impacts are expected.

Overall, therefore, the proposed project at the Masera Learning Center site would not result in significant adverse impacts to the character or quality of aesthetic resources.

**State Environmental Quality Review Act
Negative Declaration
Notice of Determination of Non-Significance
West Islip Union Free School District
Proposed Kitchen Renovation and Construction of a new 27,000 sf Parking Lot**

Cultural Resources

The subject property does not contain, nor do they lie adjacent to, any resources listed on the State or National Registers of Historic Places. All proposed improvements would occur within existing disturbed areas. Therefore, no significant adverse impacts upon known historic or cultural resources would be expected to result from implementation of the proposed action.

Use and Conservation of Energy

While the demand for electricity is not expected to incrementally increase, the proposed renovated and updated kitchen facility and new parking lot will be designed in accordance with the current, more energy-efficient fixtures and building codes.

Based on the above, the proposed action will not result in a major change in the quantity or type of energy used, and there would be no significant adverse energy impacts.

Soil Waste Management

The maintenance and operation of the renovated kitchen facility and new parking lot is not expected to increase the quantity of solid waste generated. Best practices are expected to be followed regarding recycling and solid waste management; therefore, the proposed project is not expected to generate a significant quantity of solid waste.

Other Criteria Set Forth in 6 NYCRR §617.7

1. The potential air quality impacts associated with the proposed action would be associated with emissions from vehicles and fugitive dust during grading and construction activities. To mitigate the potential air quality impacts, proper practices would be employed, including the prohibition of continuous vehicle idling and having a water truck on-site to wet soils during dry periods (to control dust). It is noted that there are no projected significant adverse traffic impacts associated with vehicular trips to or from the site, and thus, no significant traffic delays (or vehicle idling) are expected to result from implementation of the proposed project. Overall, no significant adverse impacts to air quality are expected.
2. Construction activities would not take place during sensitive overnight hours, and thus, no significant adverse noise impacts will result from same. Upon completion of the proposed projects, the noise environment of the subject sites would be similar to the existing condition. As such, the proposed action would not result in significant adverse noise impacts.
3. None of the subject properties are located within a Critical Environmental Area ("CEA"), and thus, the environmental characteristics of a CEA would not be impaired by the implementation of the proposed action.

**State Environmental Quality Review Act
Negative Declaration
Notice of Determination of Non-Significance
West Islip Union Free School District
Proposed Kitchen Renovation and Construction of a new 27,000 sf Parking Lot**

4. Implementation of the proposed action will not create a material conflict with a community's current plans or goals as officially approved or adopted.
5. The proposed action will not result in the creation of a hazard to human health.
6. Implementation of the proposed action would not result in a change in the use of the subject property, as the existing use as a learning center would remain. No agricultural, open space or recreational resources would be affected by the proposed project. Furthermore, the proposed action will not substantially change the use of land, including agricultural, open space or recreational resources, or its capacity to support existing uses.
7. The proposed action will not encourage or attract a large number of people to the subject site compared to the number of people who would come to the subject site absent the action.
8. The proposed action will not create a material demand for other actions that would result in one of the above consequences.
9. Implementation of the proposed action will not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a significant adverse impact on the environment.
10. Implementation of the proposed action will not result in cumulative impacts that would meet any of the criteria set forth in the 6 NYCRR §617.7.

For Further Information:

Contact Person: Mr. James Bosse

Address: West Islip Union Free School District
100 Sherman Avenue
West Islip, New York 11795

Telephone Number: 631-893-3217



USN Details

10305.001284: Building - Not Eligible


MASERA LEARNING CENTER, 1955
650 UDALL RD, ISLIP NY

Close

- Overview
- Inventory Data
- NR Status (0)
- MCDs (1)
- Children (0)
- Determinations (0)
- Photos (0)
- Atts. (0)
- Agmts. (0)
- Projects (0)
- Surveys

Type: Building
 Classification: Building
 Parent USN:
 Is Contributing:
 Is Demolished:
 Is in a Certified District:
 Is a National Historic Landmark:
 Is State Board Approved:
 Is State Register Listed:

No Photo Available



Eligibility: Not Eligible

Notes:

County	MCD
Suffolk	ISLIP (Town)



Initial Submission Accepted

The New York State Historic Preservation Office (SHPO) has accepted the following initial submission and created a new project record.

Initial Submission Token: 3K787S1D38GJ

New Project Number: 24PR04335

Project Type: Consultation

Project Name: Eastern Suffolk BOCES, Masera Learning Center

New Submission Number: 24PR04335.001

If you contact SHPO about this project, please reference the Project Number.

New York State Historic Preservation Office

Peebles Island State Park, P.O. Box 189, Waterford, NY 12188-0189

518-237-8643 | <https://parks.ny.gov/shpo>

CRIS: <https://cris.parks.ny.gov>

Are you registered to vote? [Register to vote online today](#). Moved recently? Update your information with the NYS Board of Elections. Not sure if you're registered to vote? [Search your voter registration status](#).

Who sent this email?

This email is a notification from the [New York State Cultural Resource Information System \(CRIS\)](#). CRIS is an online service administered by the [New York State Division for Historic Preservation](#), also known as the New York State Historic Preservation Office (SHPO), which is a division of [New York State Parks, Recreation & Historic Preservation](#).

This message pertains to a submission for a consultation project. Please see SHPO's [Environmental Review](#) web page for more information about the consultation process.

Why did I receive this email?

The submission's contact list included your email address.

What do I need to do?

You do not need to take any action at this time. The initial submission is now under SHPO review as project submission 24PR04335.001.

What will happen next?

SHPO will review the submission. If SHPO sends comments or questions in response to this submission, the project contacts will receive an email notification with a link to SHPO's correspondence.

What else can I do?

Please see the following help topics for more information about managing projects in CRIS:

- [How do I check the review status of my project?](#)
- [How long does SHPO take to review projects?](#)
- [Submit New Information for an Existing Project](#)

Where can I get help?

Please visit the CRIS Online Help System: <https://cris.parks.ny.gov/CRISHelp>

If you still have questions about CRIS, please contact CRIS Help at CRISHelp@parks.ny.gov.

For any other questions, please call SHPO at 518-237-8643.



**New York State
Parks, Recreation and
Historic Preservation**

KATHY HOCHUL
Governor

RANDY SIMONS
Commissioner Pro Tempore

May 21, 2024

Steven Muller
Director
J.C. Broderick & Associates, Inc.
1775 Expressway Drive North
Hauppauge, NY 11788

Re: SED
West Islip Union Free School District
BOCES, Masera Learning Center 650 Udall Rd,
West Islip, NY 11795 24PR04335

Dear Steven Muller:

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project.

Based upon this review, it is the opinion of OPRHP that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above. If you have any questions, please contact Virginia Bartos at the following email address:

Virginia.Bartos@parks.ny.gov

Sincerely,

R. Daniel Mackay

Deputy Commissioner for Historic Preservation
Division for Historic Preservation



West Islip UFSD
Board of Education
Officers and Committee Members
 2024-2025



OFFICERS: President: Anthony Tussie
 Vice President: Debbie Brown

TRUSTEES: Richard Antonello
Quinn Bedell
Grace Kelly
Christina Marks
Peter McCann

COMMITTEES:

Audit Committee	<u>Full Board</u>		
Buildings and Grounds Committee	<u>Debbie Brown</u>	<u>Peter McCann</u>	<u>Christina Marks</u>
Education Committee	<u>Debbie Brown</u>	<u>Richard Antonello</u>	<u>Christina Marks</u>
Finance Committee	<u>Christina Marks</u>	<u>Grace Kelly</u>	<u>Peter McCann</u>
Legislative Action Committee	<u>Debbie Brown</u>	<u>Peter McCann</u>	<u>Grace Kelly</u>
Policy Committee	<u>Christina Marks</u>	<u>Debbie Brown</u>	<u>Richard Antonello</u>
Public Relations Committee	<u>Grace Kelly</u>	<u>Quinn Bedell</u>	<u>Christina Marks</u>
Safety and Security Committee	<u>Peter McCann</u>	<u>Grace Kelly</u>	<u>Christina Marks</u>
Liaison to Council of PTA	<u>Quinn Bedell</u>	<u>Grace Kelly</u>	
Liaison to Health & Wellness	<u>Debbie Brown</u>	<u>Grace Kelly</u>	
Liaison to Special Education	<u>Debbie Brown</u>	<u>Christina Marks</u>	<u>Quinn Bedell</u>
Liaison to Student/School Board	<u>Peter McCann</u>	<u>Quinn Bedell</u>	
NYSSBA Convention Voting Delegate	<u>Richard Antonello</u>	<u>Peter McCann¹</u>	
NYSSBA Legislative Contacts	<u>Richard Antonello</u>	<u>Peter McCann</u>	
Islip School Boards Association	<u>Peter McCann</u>	<u>Grace Kelly¹</u>	

¹Alternate

BUILDING INSPECTIONS

Bayview Elementary School	<u>Quinn Bedell</u>	Masera	<u>Anthony Tussie</u>
Manetuck Elementary School	<u>Richard Antonello</u>	Kirdahy	<u>Richard Antonello</u>
Oquenock Elementary School	<u>Debbie Brown</u>	Westbrook	<u>Peter McCann</u>
Paul J. Bellew Elementary School	<u>Grace Kelly</u>		
Beach Street Middle School	<u>Christina Marks</u>		
Udall Road Middle School	<u>Peter McCann</u>		
West Islip High School	<u>Anthony Tussie</u>		