

AGENDA



BOARD OF EDUCATION

September 12, 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
September 12, 2024

Beach Street Middle School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
 - A) West Islip UFSD District Emergency Response Plan 2024-2025
- IV. **DISCUSSION**
 - A) District Goals and Objectives 2024-2025
- V. **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.*
- VI. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the August 27, 2024 Planning Session.
- VII. **PERSONNEL**
- VIII. **CURRICULUM UPDATE**
- IX. **REPORT OF BOARD COMMITTEES**
 - A) Education Committee {9/10/2024}
 - B) Finance Committee {9/10/2024}
 - C) Buildings & Grounds Committee {9/10/2024}
 - D) Special Education Committee {9/11/2024}
- X. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Contracts
 1. Effective School Solutions Services 2024-2025
 2. Kidz Educational Services SLP, OT, PT, LMSW, Psychology, Audiology, PLLC Consultant Services 2024-2025
 - C) Approval of Donation:
Resolution re: Miscellaneous small wind turbines and propeller blades for use by the students in the West Islip High School Engineering Technology Department Value \$116,000.00
 - D) Approval of Surplus:
 1. Miscellaneous books ~ Paul J. Bellew Elementary
- XI. **PRESIDENT'S REPORT**
 - A) Approval of Memorandum of Agreement between WITA and the West Islip UFSD re: Preferred Substitute
 - B) Approval of Memorandum of Agreement between Teamsters Local 237, West Islip UFSD and Employee A
 - C) Approval of resolution re: 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
- XII. **SUPERINTENDENT'S REPORT**
- XIII. **NOTICES/REMINDERS**
- XIV. **OTHER ITEMS FOR BOARD MEMBERS INFORMATION**

- XV. **INVITATION TO PUBLIC** – *The public, at this time, is invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted by the time the first speaker is called to the podium. Each person or representative of a group will be limited to three minutes.*
- XVI. **EXECUTIVE SESSION** – *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session to consider any items for which a vote is required.*
- XVII. **CLOSING** - Adjournment

**WEST ISLIP UFSD
DISTRICT EMERGENCY RESPONSE PLAN
2024-2025**

DRAFT

Amended pursuant to Education Law §§ 2801-a and 807 (Chapter 54 of the Laws of 2016)

Board of Education Approval _____

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OVERVIEW

INTRODUCTION

The Districtwide Emergency Response Plan provides the framework for the West Islip Union Free School District (the District) to identify and implement appropriate strategies for creating and maintaining a safe and secure learning environment for its students and staff. The District's plan provides the overall guidance and direction for development of the Building-level Emergency Response Plan for each of the school buildings in the district. While the districtwide plan covers a broad scope of activities, including violence prevention, intervention and response, the building plans focus more directly on critical actions that must be taken to protect the safety of students and adults in the event of an emergency. Taken together, the district and building plans provide a comprehensive approach to addressing school safety and violence prevention, and provide the structure whereby all individuals can fully understand their roles and responsibilities for ensuring the safety of the entire school community.

When a crisis arises, no school system is immune to the negative physical or mental effects on its students, staff and the local community. Immediate, effective and responsible management and communication can address the crisis and maintain a District's integrity and credibility.

PURPOSE

West Islip School District provides for the protection of students, staff and facilities. This plan was developed in accordance with the Safe Schools against Violence in Education Act (SAVE) and pursuant to Commissioner's Regulation 155.17. The purpose of this plan is to guide administrators, district staff, students, and parents when dealing with emergency situations. All administrators will maintain a current copy of the West Islip School District Emergency Response Plan.

The Board of Education recognizes the necessity of preparing an emergency response plan that ensures the safety and health of students and staff, as well as district property, in the event of an emergency. Pursuant to this concern and the regulations of the Commissioner of Education, the Superintendent will guide the preparation of a District Emergency Response Plan and individualized Building Emergency Response Plans. Such plans will be the official guides for the District in case of fire, civil emergencies, and natural disasters; and shall provide for sheltering, evacuation, and early dismissal; written notification to students, parents and staff; and annual drills and coordination with local and county emergency preparedness personnel. The Superintendent will ensure that sufficient training to implement the plan occurs and Building Principals will be scrupulous in meeting the statutory requirement for conducting evacuation and other emergency drills to ensure orderly dispatch to designated areas under emergency conditions.

The Superintendent will provide administrative procedures to ensure that the district and building plans are in place and that they will be formally adopted by the Board of Education, and reviewed annually and updated as necessary.

The district plan is filed with the Commissioner of Education and available for public inspection on the district website. The district and building plans are filed with the local Suffolk County Police Department Third Precinct and the New York State Police. Building Emergency Response Plans will remain confidential and are not subject to disclosure.

Although the building plans incorporate the most current school safety strategies and efficiencies into the plans, it is critical to consider that the exact actions taken by the District and Building Response Teams will depend on the specific circumstances of a given situation.

DEFINITIONS

Crisis

An unpredictable, tragic event or situation that has the potential to cause a state of upset and disorganization. Some examples are severe, chronic, or life threatening illness of a student, staff member or family member; death of a student or staff member; death of a significant other to a student or staff member; traumatic event; suicide; serious accident; fire; violent school intrusion; community/national/world event; natural disaster.

Districtwide Emergency Management Team

The individuals appointed by the West Islip Union Free School District Board of Education, upon recommendation by the Superintendent of Schools, who are charged with the development and yearly review of the *Emergency Response Plan*, the *Code of Conduct* and the Dignity for All Students Act training.

Duties of the committee will be to develop and update, when necessary, the School District Emergency Response Plan in compliance with the Commissioner's Regulation 155.17. The District Team will include District Office administrators, principals, the Director of Buildings & Grounds, the transportation supervisor, the Director of School Safety, and teacher and nurse representatives.

Districtwide Emergency Response Team

The individuals who are charged with responding to a district/building crisis. The District Team will include District Office administrators, principals, the Director of Buildings & Grounds, the transportation supervisor, the Director of School Safety, and others as necessary.

District Chief Emergency Officer

The Superintendent or his/her designee is the District Chief Emergency Officer. The Chief Emergency Officer has general responsibility for coordination, overview and decision-making in implementing the district's Emergency Response Plan. The District Chief Emergency Officer will be appointed annually by the Board of Education.

The Chief Emergency Officer facilitates communication between school staff and law enforcement and/or first responders in the event of an emergency.

The Chief Emergency Officer is responsible for ensuring that all staff, parents and students are provided with information about emergency procedures.

Building Emergency Coordinator

The Principal is the Building Emergency Coordinator. The Coordinator has general responsibility for coordination, overview and decision-making in implementing the building's Emergency Response Plan. Upon notification of an emergency, the Coordinator will activate the plan as they believe appropriate.

Emergency Response Plan

The district and building Emergency Response Plans are the official guides for the District in the case of fire, civil emergencies, and natural disasters. The district plan provides broad concepts, policies, and procedures. It outlines strategies rather than provides details, and focuses on district policy. The district plan outlines the District's response to threats of violence and includes DASA and Code of Conduct requirements. The districtwide plan, approved by the Board of Education, is open for public review.

The building level plans detail specific response strategies. They are detailed plans that guide how building personnel and students should respond to an emergency in their school. Building level plans include schedules for drilling and details about evacuation procedures. Information specific to emergency communication among staff, responders and family is provided. Building level plans are confidential and are protected from disclosure under Article 6 of the Public Officers Law.

Included in the district and building plans shall be:

- a. Definitions of emergencies and procedures to be followed;
- b. Designation of a control center in anticipation of, or in response to an emergency;
- c. Identification of sites of potential emergencies;
- d. Identification of appropriate responses to emergencies;
- e. *Procedures for coordinating the use of District resources and personnel during emergencies;
- f. *Identification of District resources which may be available for use during an emergency;
- g. *A system for informing all schools within the district of the emergency;
- h. Plans for taking the following actions, if appropriate: school cancellation, early dismissal, evacuation and sheltering;
- i. *Pertinent information about each school, including floor plans, information on school population, number of staff, transportation needs and the business and home telephone numbers of key employees of the district and others, as appropriate;
- j. Procedures for obtaining assistance from local government officials;
- k. The roles and responsibilities of school safety personnel and School Resource Officers (SROs), including a memorandum of understanding with the Suffolk County Police Department.
- l. Any other information deemed relevant by the Committee. The Committee will examine and consider other recommended information for inclusion in the Plan.

* Confidential information included in Building Emergency Response Plan Only.

Building Emergency Response Teams

Each building shall establish a building emergency response team. Team members shall include, but not be limited to the principal, assistant principal, counselors, nurse, head/chief custodian, psychologist, social worker and secretary. A chain of command will be established within the building.

The responsibilities of the building team shall include to:

- a. Establish a building crisis announcement (included in the emergency response plan).
- b. Determine the location of the building command post, alternate command post, staging area and alternate staging area. These locations shall be included in the emergency response plan for each district location.
- c. Determine the needs of the command posts: emergency response kit, phone and radio system, and announcement procedure.
- d. Meet periodically to review procedures.
- e. Meet periodically with staff to review the emergency response plan.
- f. Maintain an accurate, current phone list for all students and staff.
- g. Determine the appropriate emergency response actions specific to the building for various emergency situations, which may include but are not limited to:
 1. Bomb threat
 2. Hostage situation/intruder
 3. Kidnapped/missing person
 4. Medical emergency
 5. Civil disturbance, radiological/terrorist incident
 6. Adverse weather condition
 7. Hazardous materials spill
 8. Explosion and/or fire
 9. School bus accident

Command Post

A primary command post is established and maintained in the Office of the Superintendent of Schools. A secondary command post is established and maintained in every school in the district. In the event of an emergency in a single site, a command post shall be established in that building in an area deemed appropriate for the particular emergency. All operations will be directed from the designated incident Command Post.

These command posts shall be equipped with the following:

- a. Equipment to receive messages from all sources:
 1. Emergency Broadcast System
 2. Radio receiver/transmitter on school bus frequency
 3. National Weather Bureau
- b. Telephone system
- c. Emergency lighting: generator, flashlights
- d. Office supplies
- e. List of emergency telephone numbers
- f. List of hazardous materials
- g. Maps, charts, etc.
- h. Laptop
- i. AED
- j. Medical supplies (The nurse will move all medications to the Command Post in the event of an emergency.)

Incident Commander

The Incident Commander, usually the Principal, coordinates efforts in the event of an emergency at the building level. The Incident Commander will:

- a. Take full control upon being notified of an emergency;
- b. Make immediate decisions regarding emergency responses;
- c. Order activation of appropriate responses;
- d. Notify appropriate agencies;
- e. Be prepared to turn over control to outside agencies;
- f. Perform testing of the Emergency Response Plan on an annual basis;
- g. Meet with local government and emergency service organization officials to develop procedures for advice and assistance for emergency situations that exceed the expertise and/or resources of the district. These procedures will then be incorporated into the Emergency Response Plan;
- h. Determine when and which educational agencies located within the school district shall be notified of an emergency and the action to be taken;
- i. Develop emergency management response actions with the Building Emergency Response Team for:
 1. Response actions – early dismissal, evacuation, and sheltering;
 2. Criminal offenses, natural & technological hazards, fire & explosions, system failures, and medical emergencies.

RISK REDUCTION/PREVENTION AND INTERVENTION STRATEGIES

ANNUAL TRAINING

The Superintendent of Schools shall ensure that annual training is conducted for all students and staff and for new employees within thirty (30) days of hire. Instructions shall be distributed to staff in written and verbal form, and shall include:

- a. Definitions of school violence and disciplinary consequences as per the School District Code of Conduct and Ethics Policy;
- b. Student and staff guidance on nonviolent conflict resolution, peer mediation and mentor programs;
- c. Information on early detection of potentially violent behavior;
- d. Information on how to report incidents of violence, including threats, verbal abuse, and Internet/social media threats;
- e. How to recognize and respond to school security hazards and other emergency situations;
- f. A detailed description of potential emergency situations;
- g. The names of the building emergency response team members;
- h. The method of disseminating information during an emergency;
- i. A review of post-incident procedures, including medical follow-up and counseling/referral protocols;
- j. Additional sources of information.

DRILLS

It is the duty of the principal or his/her designee to instruct and train the pupils by means of drills, so that they may, in a sudden emergency, be able to leave the school building in the shortest time possible and without confusion or panic. There shall be twelve (12) emergency drills in each school year, eight (8) of which shall be held between September 1 and December 30 of each school year. There shall be a minimum of four (4) lockdown drills. Local law enforcement shall be invited to participate in lockdown drills.

Drills shall include practice and use of the alert and warning procedures, including fire alarms when appropriate, communication systems and protocols, staff responsibilities, evacuation and sheltering procedures, and other procedures appropriate to the type of drill being performed.

In the course of at least one drill, pupils shall be instructed in the procedure to be followed in the event that a fire occurs during the lunch period, provided however, that such additional instruction may be waived where a drill is held during the regular school lunch period. Drills shall be conducted in a manner whereby students are instructed to evacuate the building using alternate routes so that they can respond in the event of a real life incident. Upon notification of an impending actual situation or drill, building principals shall direct pupils and staff to designated assembly areas or remain in classrooms as appropriate.

At least once every school year, the district will conduct a test of its emergency plan for sheltering and early dismissal. Such drills will not occur more than 15 minutes earlier than normal dismissal time. Transportation and communication procedures shall be included in the test. Pupils will be released to their assigned buses when such buses are announced as available. Normal bus schedules will be followed for the Early Dismissal Drill, but moved up for the 15-minute drill period, or in the event of a real emergency, immediately after the decision is made for an early dismissal. Parents or guardians shall be notified in writing at least one week prior to such drill.

SCHOOL SECURITY

Each school building requires all visitors to use the front door, produce identification at the security vestibule, and wear a visitor's pass that is returned upon leaving the building for the duration of the visit. Surveillance cameras are located and monitored throughout the district by trained school safety officers. School safety officers are assigned to every school in the district. Students will use designated points of entry and egress only and produce identification when requested by any adult staff member. All staff members and secondary students are required to wear a district-issued photo ID during school hours.

School safety personnel will assist in implementing aspects of the building emergency response plan. West Islip safety staff receives appropriate training and holds required certification.

EARLY DETECTION OF POTENTIALLY VIOLENT BEHAVIOR

The District-Wide Safety Team will make recommendations for appropriate annual training for students and staff in violence prevention. Training will include the early warning signs of potentially violent behavior and early intervention strategies. Informative materials relative to the early detection of potentially violent behaviors will be included, as appropriate, in curriculum materials, as well as in the Health and Wellness and district newsletters.

RESPONSES TO VIOLENT BEHAVIOR

All incidents of violence, whether or not physical injury has occurred (verbal abuse, threats of violence, etc.), as well as threats made by students, staff or visitors against others or themselves, including suicide, shall be reported immediately and be documented in writing. District personnel shall maintain a student and/or staff member's confidentiality when appropriate. There will be no reprisal for reporting incidents of violence or potential violence.

The Principal or designee shall be responsible for receiving and responding to reports, including anonymous reports. Information on the reporting process for students and staff are provided as part of the violence prevention training program at the beginning of each school year. Relationships shall be established with local law enforcement officials and emergency response agencies at the building and district levels.

Reporting of incidents

Once notified of an incident of violence or threat of physical harm made by students, staff or visitors against themselves or others, the Principal or designee will notify the local police department and activate the building response team. The area of disturbance shall be secured and assessed, and **Hold in Place** will be enacted, until the severity of the situation can be determined, at which time the appropriate emergency protocol will be initiated (evacuation, lockdown, lockout, shelter in place). Students and staff shall be briefed on the incident, and parents shall be notified.

Investigation of incidents

After an emergency or violent incident, the Superintendent and Principal will review the occurrence and determine the appropriate level of investigation and follow-up. Depending on the situation, the Superintendent may convene the District Emergency Response Team to conduct a debriefing, focusing on facts that may prevent recurrence. The investigation will collect facts on how the incident occurred, identify contributing causes, recommend corrective action, and consider changes in controls, policy and/or procedures.

Post-incident actions

The school district recognizes the importance of responding quickly and appropriately to the medical and psychological needs of students and staff following exposure to a violent incident. Individuals affected by a violent act in the school district will be provided with appropriate medical and psychological support by the Post-Incident Response Team. Provisions for confidentiality and protection from discrimination will be included to prevent victims of violent incidents or incident of violence against themselves from suffering further loss.

Disciplinary Measures

The West Islip School District Code of Conduct is the basis for determining the appropriate disciplinary measures for students who perpetrate violent behavior or disruption to the school environment through acts conducted outside of the school environment. The Code of Conduct describes the expected behavior of students, staff and visitors, and the disciplinary actions resulting for violations. A copy of the Code of Conduct may be found on the District's website.

EMERGENCY RESPONSE PROTOCOLS

The District recognizes that many different types of emergency situations may arise resulting in the need for specific or combined emergency response protocols. A detailed listing of emergency responses is included in each Building Emergency Response Plan. The Building Emergency Response Team is responsible for reviewing and updating these responses and communicating them to students and staff. Each building level plan is required to be updated annually to include possible changes in student population, staffing, location of staff and students with special needs, and building schematics; as well as any district changes to safety protocols. These changes must be submitted to the Superintendent, in writing, by September 30 of each school year.

Building administrators are required to familiarize themselves with the proper procedures for all types of emergencies that are identified in the Building Emergency Response Plan. Sheltering and staging areas should be designated in building plans. These are sites where students and staff can congregate in the event that they must be moved away from a dangerous area such as a hostage situation, or where they can wait for transportation to a safe evacuation site. The diagrams of the building floor plans and the building and grounds site plans are listed where appropriate throughout the district and indicate possible staging areas both in the building and outside the building.

NOTIFICATION AND ACTIVATION

Effective and timely communication between the emergency response team and local emergency responders is essential in the event of a violent incident or emergency situation. The West Islip UFSD does not prohibit any staff member, student or visitor from calling 911 in the event of an emergency.

INTERNAL COMMUNICATIONS

During an emergency, all phones and other communication devices are to be reserved for emergency use only. Communication methods may include telephone, fax, email, PA system, cell phone, bullhorn, radio, blue lights, or alarm system, as necessary. Plain language, and not codes, will be used when making emergency announcements.

The district and building Emergency Response Plans shall guide the administration of the West Islip School District in dealing with myriad emergency situations of natural and manmade origins. Because no two incidents are exactly the same, this plan shall be used as a guideline. Common sense should prevail in all emergency situations. Nevertheless, general response protocols to be employed shall include:

- a. Identifying the emergency situation;
- b. Safeguarding students and staff through protective actions;
- c. Administering first aid;
- d. Notifying administrators and emergency services;
- e. Notifying parents;
- f. Notifying the media, if appropriate;
- g. Debriefing.

Five responses will be referenced in the specific emergency plans within the pages of this document. The details of each of these responses are described below.

Shelter in Place is used for incidents that require students and staff to be sheltered within the school building. This plan involves keeping students in the school rather than evacuating them to another building or sending them home. This decision would be made when roads are closed or outside travel is very hazardous. Sheltering is usually short-term, but conditions could warrant extended sheltering.

Hold in Place is used to limit movement of students and staff while dealing with short-term emergencies. This plan may be employed within the school when an incident requires student removal from the immediate location of the event, such as a fight or individual medical emergency.

Evacuate is used to move students and staff away from the building. This plan requires that a building's inhabitants leave the building for another location. Evacuation may mean going outside away from the building and waiting for the danger to pass, or it may require students be transported to and temporarily housed at another building.

Lock Out is used to secure school buildings and grounds during incidents that pose an imminent concern outside of the school.

Lock Down is used to secure school buildings and grounds during incidents that pose an immediate threat of violence in or around the school.

Other

School cancellation is a response that will be implemented in the event that the Superintendent of Schools determines that school will not be open on a scheduled school day due to a national or weather-related emergency, or because of building problems such as heating plant failure or loss of water. As soon as the decision to cancel school is made, parents and staff will be advised via a *ParentSquare* notification. Additionally, notification will be made to News12 Long Island, WBAB 102.3, WBLI 106.1, WALK FM 97.5, WALK AM 1370, and Verizon FIOS1.

Delayed Opening is employed, when possible, on days of inclement weather (snow, freezing rain, etc.) to maximize student attendance and instruction. With this delayed opening procedure, bus pick-ups and school starting times are delayed two hours from the normal start.

Early Dismissal or the "Go Home Plan" meets the need to return students to their homes and families as soon as possible. When the decision for an early dismissal is made, parents and staff will be advised via a *ParentSquare* notification. In the elementary and middle schools, contact with a parent/guardian or emergency contact will be established prior to sending the child home. If contact is not made, the child will remain at the school or transported to a central hold location.

SITUATIONAL EMERGENCIES

ABDUCTION/MISSING STUDENT

The Building Emergency Response Plan will include procedures to be followed in the event of an abduction or missing student. During school hours, if a student documented as previously present is missing, the first person aware of a missing student (or abduction) will immediately notify the Principal's office. The Main Office will provide student information and photo ID to building staff, who will search the building. The public announcement system will also be used. If the student is not found, the Superintendent, parent/guardian and the police will be notified. The Principal will relinquish authority of the investigation to the police upon arrival and assist as requested. No information is to be released to the media. Parents will be notified immediately if/when the student is located. Parents shall contact the school if they locate the student.

If a K-8 student does not arrive at school, a parent/guardian shall immediately be contacted. The student's mode of transportation to school should be reviewed. If the student is not located, the police should be notified. Student information and photo ID will be provided, and the Superintendent should be notified. The Principal will turn over the investigation to the police upon their arrival and assist as requested. No information is to be released to the media. Parents will be notified immediately if the student is located. Parents shall contact the school if they locate the student.

At the high school level, a parent/guardian will be contacted via the established mechanism used to notify parents of student absence. Teachers are expected to take period-by-period attendance every day as per the procedures prescribed by the Principal.

After school hours, when a student has not arrived at home when expected, the school may be notified of such by the parent/guardian. As much information as possible shall be gathered about the student and his/her departure from school. The parent/guardian shall be advised to contact friends and the police if the student is not located. The Principal or designee should be available to assist in a police investigation. Parents will be notified immediately if the student is located. Parents are expected to contact the school if the student is located.

ACTS OF VIOLENCE

In the event of an actual act of violence, the Principal and Superintendent should be notified immediately. Call 911. The immediate area should be isolated, and the building should initiate the **Hold in Place** protocol until the level of threat is ascertained, at which time the appropriate protocol will be utilized.

BOMB THREATS

Building administrators will familiarize themselves with bomb threat procedures identified in the Building Emergency Response Plan. Issues such as searches, pre-clearance, weather conditions, evacuation, sheltering, notification, returning to the building and false bomb threat prevention are to be addressed in the building level plan. The *FBI Bomb Threat Call Checklist* will be available at phones most likely to receive outside calls in each building location.

CIVIL DISTURBANCE

At the beginning of an actual or potential civil disturbance, the following information should be obtained:

- a. Specific location of action/gathering;
- b. Time incident commenced;
- c. Number of persons involved;
- d. Description of action(s) taking place;
- e. Purpose or intentions of the group;
- f. Identities of participants, if known.

The Superintendent should be notified and staff and students should be moved away from areas where confrontations are occurring or may occur. If conditions warrant, school may be closed. In this event, police and other appropriate parties should be consulted prior to reopening of school.

IMPLIED OR DIRECT THREATS OF VIOLENCE

Building plans will address strategies to be used by staff to de-escalate potential violent incidents. In the event of a threat, the Principal should be notified immediately. The Principal and Superintendent will determine the level of the threat, and contact law enforcement, if deemed necessary. Students who imply or threaten violence will be disciplined according to the District Code of Conduct.

INTRUSION

The Building Emergency Response Plan will include procedures to be followed in the event of an intruder. Paraprofessionals, school safety, and main office personnel are to be included in intruder awareness training.

The first person to become aware of an intruder or suspicious person will immediately report this information to the Principal's Office, who in turn shall alert building school safety staff and call a **Lockdown**. School safety personnel, the Principal or designee will approach the intruder to determine the nature of his/her presence and to obtain identification. The Principal or designee will accompany the individual(s) to the proper location of business, or if no acceptable purpose can be ascertained, request that the individual(s) will be escorted off of the premises. School safety, the Principal or designee should ensure that the individual(s) has exited the building and alert staff to prevent unrecognized re-entry.

If the individual(s) refuses to leave, they should be informed that they are in violation of the law, and that the police will be notified. Dial 911 or other appropriate emergency notification. If the situation escalates, a public address announcement will be utilized to implement a **Lockdown**.

The Superintendent's Office shall be notified so appropriate resources can be made available to the building. The Principal shall assist the first emergency responders and shall relinquish authority to the police or emergency services.

TAKING OF A HOSTAGE

The Building Emergency Response Plan will include procedures to be followed in the event of a hostage situation. The first person aware of the situation will immediately notify the Principal's Office and call 911. The Principal or designee will issue the appropriate announcement alert, if necessary, isolate the area, and notify the Superintendent. No information will be provided to the media at this time. The Principal or designee will relinquish authority to the police upon their arrival and assist as requested.

MEDICAL EMERGENCIES

EPIDEMIC/PANDEMIC

In the event of a declared public health emergency, the district will implement its operational plan. Directives by the local and/or state public health officials, New York State Executive or school physician shall be followed. Students and staff will be encouraged to practice healthy behaviors, and supplies will be provided as necessary. Frequently touched objects will be cleaned often and a room will be designated within each school building for sick students and staff.

Prevention/Mitigation

- The district will work closely with the Suffolk County Department of Health Services (SCDHS) to determine the need to activate the plan.
- The SCDHS will monitor countywide cases of communicable disease and inform school districts as to appropriate actions.
- The Executive Director of Human Resources will work with the Superintendent to coordinate pandemic planning and response efforts.
- Building teams will review and assess obstacles to implementing the plan.
- The school district will emphasize vaccination, hand-washing, face coverings and other etiquette through educational campaigns.
- Information will be provided regularly to parents, staff, and students about an enforced pandemic plan using the website, postings and direct mailings for this purpose.

Essential Positions

In the event of a government ordered shutdown, a list of employees will be identified as “essential” and will not be able to work remotely. Such personnel are listed in the Directory on page 17.

Depending on the exact nature of the communicable disease and its impact, the district will use strategies to reduce congestion and maintain social distancing requirements. The following will be considered:

- Limit building occupancy or the maximum allowable by state or local guidance;
- Form employee work shift cohorts to limit potential contacts;
- Limit employee travel within the building;
- Limit restroom usage to specific work areas;
- Stagger arrival and dismissal times;
- Alternate work days weeks;
- Limit or eliminate visitors to the building.

Technology & Connectivity

All students and teachers will have access to technology devices and high-speed broadband in their places of residence to ensure that all students have an opportunity to participate in learning activities and demonstrate mastery of Learning Standards.

Employees who are identified as “non-essential” will work remotely. The district will ensure digital equity for these staff members by:

- Surveying staff to determine who will need devices to maintain operational functions or instructional services;
- Surveying staff to determine the availability of viable existing at-home Internet service;
- Providing mobile devices and Internet access as necessary.

FOOD POISONING

The problem shall be identified. Public health officials shall be notified, and the directives of the public health officials or school physician shall be followed.

INDIVIDUAL STUDENT EMERGENCY

The problem shall be identified. The nurse shall be notified and the specific protocols for addressing the emergency shall be followed. The parent shall be notified. The area of disturbance shall be secured, if necessary, and **Hold in Place** will be enacted until the incident is resolved. If the student must be transported to the hospital, the nurse, Principal, or designee shall accompany the student.

SCHOOL BUS ACCIDENT

Students shall be relocated away from the danger area if they can be moved. First aid shall be rendered to injured persons. Emergency assistance shall be requested from the police department and fire department. The Superintendent and transportation supervisor shall be notified. Parents shall be contacted and given direction as to where to meet their child.

WEATHER-RELATED EMERGENCIES

The National Weather Service advisories and media reports shall be monitored.

HURRICANE/TROPICAL STORM

National Weather Service advisories shall be monitored. If school is not in session, consultation shall take place with the Superintendent and local Emergency Management Office to coordinate cancellation of school. If school is in session, the **Go Home** plan will be implemented, if appropriate. Action shall be taken to protect school physical plants, as advised by the Suffolk County Office of Emergency Management and National Weather Service. After the storm, damage to property and facilities will be assessed. School will reopen after coordination with county emergency management office and local officials, if necessary.

THUNDERSTORM/LIGHTNING STORM

National Weather Service advisories shall be monitored. All outdoor activities will be curtailed if thunder is heard, lightning is seen or the sky is threatening. All persons shall be summoned into the building(s) to take shelter, avoiding glass doors and windows. Occupants shall stay inside a safe building or vehicle for at least 30 minutes after the last thunderclap is heard.

TORNADO

National Weather Service advisories shall be monitored. Spotters shall take positions if a watch is issued. If a tornado is sighted or a warning issued, outdoor activities will be curtailed. Other actions to be taken: shelter in hallways at the lowest floor of the building possible, avoid windows, and avoid large rooms such as cafeterias and gyms. Outside weather conditions will be monitored. When the warning is rescinded or "all clear" advice is given, normal activities will resume, if there is no damage to school property. Further actions shall be coordinated with the Suffolk County Office of Emergency Management, if necessary. If the building has sustained damage, the Superintendent, Director of Building and Grounds, and the county emergency management office will be notified.

WINTER STORM

Weather and road conditions will be monitored. Appropriate response actions will be considered: cancel school, employ **Delayed Opening** or **Early Dismissal Procedure**, provide shelter. Protocols for notifying BOCES District Superintendent, media outlets, staff and parents shall be employed.

NATURAL DISASTERS

EARTHQUAKE

National Weather Service advisories shall be monitored. If indoors, occupants shall drop to the ground, take cover under a sturdy table, and hold on until the shaking stops. Stay away from glass, windows, outside doors and walls, and stay inside until the shaking stops and it is safe to go outside. Elevators shall not be used. If outdoors, stay outside, but move away from buildings, streetlights and utility wires.

FLOOD

National Weather Service advisories and local road conditions shall be monitored. Roads most vulnerable to flooding shall be identified. Plans for school closings and/or selections of alternate transportation routes shall be made, if necessary. Emergency response will be activated based on advisories from the National Weather Service and the Suffolk County Office of Emergency Management. Appropriate response actions shall be taken: cancel school, employ **Delayed Opening** or **Early Dismissal Procedure**, provide shelter. Protocols for notifying BOCES District Superintendent, media outlets, and staff and parents shall be employed. When conditions permit, schools shall reopen.

TECHNOLOGICAL/CHEMICAL HAZARDS

AIR POLLUTION

Advisories from local health authorities or environmental agencies shall be monitored. Appropriate response actions shall be taken: cancel school or **Early Dismissal Procedure**, provide shelter. Protocols for notifying BOCES District Superintendent, media outlets, and staff and parents should be employed. When conditions permit, and as recommended by local health and environmental officials, schools shall reopen.

GAS LEAK

Upon discovery or detection, the Director of Buildings and Grounds and the Superintendent shall be notified. The degree of the problem shall be evaluated and the fire department and/or local gas supplier shall be contacted. Operation of the building shall be curtailed or cease, as appropriate. Staff, parents, and students shall be notified. Commence remedial action. Resume normal activities when safety assurances are provided by the fire department and gas supply supervisor.

HAZARDOUS MATERIALS (OFF SITE)

Upon notification, directives of the Suffolk County Office of Emergency Management and the fire department shall be followed, including to: **Shelter in Place**, close off all outside air intake valves, and curtail outdoor activities. If directed to **Evacuate**, the appropriate procedure will be implemented. Normal activities will resume when safety assurances are provided by the appropriate authorities.

HAZARDOUS MATERIALS (ON SITE)

Upon discovery or detection of any spill of a hazardous nature or petroleum product, 911 shall be called and the fire department and Superintendent notified. Directives from the Suffolk County Office of Emergency Management and the fire department shall be followed. Operation of the building shall be curtailed or cease, as appropriate. If directed to **Evacuate**, the appropriate procedure will be implemented. Staff, parents, and students and the New York State DEC hotline shall be notified. A remediation plan shall be developed with the fire department and the DEC. A professional agency will remediate and decontaminate the area. Normal activities will resume when safety assurances are provided by the DEC and other appropriate authorities.

POWER OUTAGE

Upon discovery, the Director of Buildings and Grounds and the Superintendent shall be notified. The degree of the problem shall be evaluated and PSEGLI shall be notified. Operation of the building shall be curtailed or cease, as appropriate. Staff, parents, students, and the Technology Department shall be notified and remedial action commenced. Normal activities shall resume when electric power is restored.

RADIOLOGICAL INCIDENT

Upon notification, directives of the Office of Suffolk County Emergency Management and the fire department shall be followed. If directed to **Shelter in Place**, outside air intake valves shall be closed and outdoor activities curtailed. If directed to **Evacuate**, the appropriate procedure will be implemented. Normal activities will resume when safety assurances are provided by the appropriate authorities.

COMMUNICATION

MEDIA NOTIFICATION

The Superintendent and/or designee will assist the media. The Superintendent will share the District's communication plan to keep the media informed and coordinate with fire and police public information officers to provide accurate and consistent information.

The media is not allowed on school property without permission from District Office, and only in areas designated in building plans. Staff and students are not authorized to grant interviews.

PARENT NOTIFICATION AND RESPONSIBILITIES

The ability to contact parents/guardians is a critical component of any emergency response plan. It is essential that an accurate, current emergency telephone contact chain be in place in each building. Copies of the emergency telephone contact chain will be kept in the Main Offices of the school buildings and in District Office. The automated *ParentSquare* program shall be used whenever possible and appropriate to disseminate information.

In the event of an emergency, it is expected that parents will:

- a. Cooperate with and support school personnel and emergency service workers.
- b. Remember that school is one of the safest places where students may be located during most crises or natural disasters.
- c. Recognize that students will be kept at school until the police department determines that the crisis is over. If students are evacuated to another location, parents will be alerted via *ParentSquare*, media release, and web posting.
- d. Stay clear of the school building and premises so that school personnel may do their jobs unfettered by outside distractions.
- e. Refrain from calling the building or district for information, as this distracts staff from doing their primary job: ensuring the safety of students and may unnecessarily jam phone lines.

DIRECTORY

DISTRICT-WIDE SCHOOL SAFETY TEAM

Dr. Paul Romanelli	Superintendent of Schools	631-930-1560
James Bosse	Director of Buildings & Grounds	631-930-1503
Maureen O'Connor	Administrative Assistant, District Office	631-930-1561
Jeanne Dowling	Director of Special Education	631-930-1545
Elisa Pellati	Assistant Superintendent for Business & Operations	631-930-1530
Timothy Horan	Director of Athletics, Physical Education, Health & Recreation	631-930-1540
Don Lettieri	Lead Guard, West Islip High School	631-504-5905
Sean McAleavey	Director of School Safety	631-893-3347
Dawn Morrison	Assistant Superintendent for Curriculum & Instruction	631-930-1559
Dr. Patrick Kiley-Rendon	Executive Director of Technology and Innovation	631-930-1580
James Cameron	Assistant Superintendent for Human Resources	631-930-1564
Elisa Pellati	Transportation Department	631-893-3940

CHIEF EMERGENCY OFFICER

Dr. Paul Romanelli	Superintendent of Schools	p.romanelli@wi.k12.ny.us	631-930-1560
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BUILDING SAFETY COORDINATORS

John Mullins	Principal, Bayview ES	j.mullins@wi.k12.ny.us	631-504-5603
Dr. Anthony Bridgeman	Principal, Beach Street MS	a.bridgeman@wi.k12.ny.us	631-930-1604
Vanessa Williams	Principal, Manetuck ES	v.williams@wi.k12.ny.us	631-504-5644
Amanda Harvey	Principal, Oquenock ES	am.harvey@wi.k12.ny.us	631-504-5663
Rhonda Pratt	Principal, Paul J. Bellew ES	r.pratt@wi.k12.ny.us	631-504-5684
Dr. Daniel Marquardt	Principal, Udall Road MS	d.marquardt@wi.k12.ny.us	631-930-1655
Andrew O'Farrell	Principal, West Islip HS	a.ofarrell@wi.k12.ny.us	631-504-5815

ESSENTIAL EMPLOYEES

Title	Justification	Work Shift	Protocol
Superintendent's Cabinet	Overall district supervision	Regular school day	Private office
Principals	Overall building supervision	Regular school day	Private office
District Office staff	Necessary work (informational and instructional technology, payroll, food service, facility use, transportation, etc.)	Regular school day	Staggered shifts as necessary
Building clericals	Assist building principals Greet visitors	Regular school day	Staggered shifts Private work area with barrier
Building & Grounds staff: custodians, maintenance, grounds	Work cannot be completed remotely	Regular school day	Staggered shifts Individual work assignments
Nurses	Parent/staff oversight and communication	Regular school day	Private office

OUTSIDE AGENCIES – SUFFOLK COUNTY

County Fire Rescue/Emergency Services	Commissioner's Office	631-852-4850
	<i>nights, weekends, holidays</i>	631-852-4815
	Emergency Preparedness	631-852-4900
Department of Public Works	General Information	931-852-4000
	Main Office	631-852-4010
	<i>nights, weekends, holidays</i>	631-852-4256
Division of Mental Hygiene	Community Response Team	631-853-3109
Environmental Health Services	Administration	631-853-3081
	<i>nights, weekends, holidays</i>	631-853-5555
Health Services	Information & referrals	631-853-3000
	<i>nights, weekends, holidays</i>	631-853-5555
	Poison Control	1-800-222-1222
Police Department – 3rd Precinct		631-854-8300
Public Health Department	Administration	631-853-3055
	<i>nights, weekends, holidays</i>	631-853-3074
Good Samaritan Hospital		631-376-3000
South Shore University Hospital		631-968-3000
Stony Brook University Hospital	Psychiatric	631-444-4000

OUTSIDE AGENCIES – NEW YORK STATE

Department of Environmental Conservation	Regional Office	631-444-0320
	Emergency Spill Hotline	1-800-457-7362
Health Department	Environmental Health	1-800-458-1158
Labor Department	Safety & Health Regional Office	516-485-4409
	Emergency Management Office	518-457-2222

OUTSIDE AGENCIES – FEDERAL

Department of Energy	Radiological assistance	631-282-2200
FEMA	24-hour Hotline	202-898-6100
	On-site coordination	212-225-7209
Occupational Safety & Health (OSHA)		516-334-3344
	24-hour Hotline	1-800-321-6742

District Goals and Objectives (2024-25)

DRAFT COPY - UPDATES IN RED

MISSION STATEMENT

The West Islip Community is committed to excellence in education through the establishment of an academic, vocational and social environment in which all children can learn and succeed. Our students will be provided the opportunity to develop their self-esteem and a respect for others while acquiring the knowledge, skills and attitudes to become responsible citizens in a rapidly changing world. Our goal is to have students think in global terms and develop cultural sensitivity and an international orientation. We seek to instill in our students the ability to share their commonalities, celebrate their differences, and appreciate that learning is a lifelong process

I. GOVERNANCE

OBJECTIVES:

- Update policies and protocols as required by law and Commissioner's Regulations and NYSSBA recommendations
- Provide Board trustees with **ongoing** mentorship, including information and training related to the business, finance and advocacy functions of the school district
- Create a fiscally responsible and efficient budget that maintains and enhances the integrity of all programs in a manner that is sensitive to the financial constraints of stakeholders
- Respond to school safety and security-related matters as prescribed by federal, state and local requirements
- **Form strategic partnerships to advocate for budget reform at the state level with a particular focus on the foundation aid formula**

II. COMMUNITY

OBJECTIVES:

- Partner with community groups and stakeholders to support and enhance school programs
- Utilize the district website and social media pages to celebrate the accomplishments of students and staff
- Continue to promote equity, diversity, and inclusiveness in the school environment by offering learning experiences and activities **for all students and staff** that embrace respect and compassion for all
- Host **district** events to educate the community on programs and supports available throughout the district

- Redesign our district website as an engaging and interactive platform that fosters community involvement and collaboration

III. INSTRUCTIONAL PROGRAM

OBJECTIVES:

- Further develop our West Islip Profile of a Graduate by **developing educational experiences for each of our defined attributes in all subject areas**
- Provide ongoing professional development in the area of (1) foundational literacy acquisition, with a focus on structured, explicit and multi-sensory methods; and (2) identification of students who may benefit from this approach
- Review curriculum and programs (K-12) to ensure a rigorous academic environment focused on developing the skills, knowledge, habits and attitudes that students need to be successful in their future
- Embed strategies within our instructional program to help students develop proactive methods for supporting their own mental health and wellness
- Expand **equitable**, standards-based grading practices to best provide feedback about learning and academic progress
- Continue to strengthen our Tier 1 instructional practices to help students achieve optimal learning outcomes
- Explore alternatives to the traditional assessment model by incorporating **project and performance based learning** opportunities for students
- Utilize **feedback and achievement** data to guide instructional decisions, determine necessary professional development for staff, **and refine course offerings** to ensure all students **meet with success**
- Incorporate relevant and meaningful learning experiences at the local and global level through industry partnerships, skill based programs and experiential travel opportunities
- **Develop mastery learning techniques to ensure that every student achieves a thorough understanding of the material before progressing to more advanced concepts**

IV. FACILITIES

OBJECTIVES:

- Evaluate district needs and identify priority items to fund through the capital reserves
- **Continue to focus on school safety protocols to meet or exceed recommended security standards, ensuring a safe and secure learning environment for all students and staff**
- **Explore modifications to instructional spaces that support 21st century learning and student engagement**

V. TECHNOLOGY

OBJECTIVES:

- Implement the district's technology plan to ensure a strategic vision, goals and actions that support student achievement and engagement through the seamless integration of technology into teaching and learning
- Provide access to relevant and rigorous professional development to ensure educators and leaders are proficient in the integration of learning technologies
- Provide learning opportunities for parents in the use of district technology and applications
- **Develop a comprehensive stance on artificial intelligence that guides ethical implementation and integration into the school district's curriculum and policies**
- **Effectively implement the NYS Computer Science and Digital Fluency Standards to equip students with essential 21st-century skills and foster a deeper understanding of technology**
- **Align technology competencies across grade levels to ensure a coherent and progressive development of digital skills throughout the educational journey**

PLANNING SESSION MEETING OF THE BOARD OF EDUCATION
August 27, 2024 – Beach Street Middle School

PRESENT: Mr. Tussie, Mr. Antoniello, Mrs. Kelly, Mrs. Marks, Mr. McCann

ABSENT: Mrs. Brown, Mr. Bedell

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

ABSENT: None

ATTORNEY: None

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

APPROVAL OF MINUTES:

Motion was made by Richard Antoniello, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve the minutes of the August 15, 2024 Regular Meeting.

Motion was made by Richard Antoniello, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve consent agenda A-1, T-1, T-2, T-3, T-4, TA-1, CL-1, CL-2, CL-3, and Other as listed below:

PERSONNEL:

ADMINISTRATIVE

A-1 CHANGE IN RATE INTERIM ADMINISTRATOR (AMENDED)

Wayne Cronk, Assistant Principal
Effective August 19, 2024
(Change in effective date from August 20, 2024)

TEACHERS

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

Tatiana Lisica, ENL
Effective September 9, 2024 through November 29, 2024
(Oquenock and Udall)

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

Tatiana Lisica, ENL
Effective December 2, 2024 through June 30, 2025
(Oquenock and Udall)

T-3 PROBATIONARY APPOINTMENT (AMENDED)

Katlyn Colace, World Languages
Effective August 30, 2024 through August 29, 2027
(High School; Change in Step from 1A⁴ to 1²)

T-3 continued

PROBATIONARY APPOINTMENT (AMENDED)

Regina Hartnett, Elementary
Effective August 30, 2024 through August 29, 2027
(Bayview; Change in date from August 30, 2024 through August 29, 2028)

T-4

RESIGNATION

Amanda Maglione, Special Education
Effective August 8, 2024
(Bayview)

TEACHING ASSISTANTS

TA-1

RESIGNATION

Nicole Bruckner, Pre-K
Effective August 21, 2024
(Bayview)

CIVIL SERVICE

CL-1

PROBATIONARY APPOINTMENT

Erin Bloodnick, Paraprofessional
Effective September 8, 2024
(Bayview; Step 1; replacing Kellie Neglia {leave})

Janine Malone, Part-Time Food Service Worker
Effective August 29, 2024
(Manetuck; \$16.54/hr replacing Justine Gonzales {resigned})

Craig Nieves, Paraprofessional
Effective August 30, 2024
(High School; Step 1; replacing Susan Aronson {resigned})

Anamarie Rodriguez, Paraprofessional
Effective September 9, 2024
(High School; Step 1; replacing Maria Corso {resigned})

**Denise Schmidt, Paraprofessional*
Effective September 5, 2024
(Paul J. Bellew; Step 1; Michele Jackala {resigned})

Joshua Steinberg, Network & Systems Technician
Effective August 28, 2024
(Districtwide; \$55,000; replacing John Carey {resigned})

**Conditional pending fingerprinting clearance*

CL-2

RECALL

Kiersten Comer, Paraprofessional
Effective August 30, 2024
(Paul J. Bellew; Step 1)

CL-3

RESIGNATION

Susan Aronson, Cafeteria Aide
Effective August 19, 2024
(High School)

CL-3 continued

RESIGNATION

Erica Brown, Paraprofessional
Effective August 26, 2024
(Paul J. Bellew)

Kerri Culkin, Paraprofessional
Effective August 22, 2024
(High School)

Kayla DiMino, Paraprofessional
Effective August 13, 2024
(Beach Street)

Scott Eldridge, Guard
Effective August 29, 2024
(Districtwide)

Jennifer Mackin, Paraprofessional
Effective August 13, 2024
(Paul J. Bellew)

Timothy Maes, Guard
Effective September 2, 2024
(Districtwide)

Robin Pierce, Part-Time Food Service Worker
Effective August 14, 2024
(Udall)

Lissette Rodriguez, Paraprofessional
Effective August 21, 2024
(Beach Street)

Brynn Vitrano-Stocker, Part-Time Food Service Worker
Effective August 2, 2024
(Paul J. Bellew)

OTHER

ATHLETE ASSISTANT

Jake Rossi, effective August 26, 2024

SUBSTITUTE TEACHER (\$130 per diem)

Amber Avelli, effective August 28, 2024
Nilufar Ayoob, effective August 28, 2024
**Madison Baudille, effective August 29, 2024*

**OTHER
continued**

Lauren Calabretta, effective September 4, 2024, *student teacher*
Morgan Catalanotto, effective August 28, 2024, *student teacher*
Victoria Javaras, effective August 28, 2024
Shane Mulieri, effective August 28, 2024
James Pietaro, effective August 28, 2024
Kate Priola, effective August 28, 2024

PERMANENT SUBSTITUTE RESIGNATION

Olivia Capitano, effective August 26, 2024
Joyce Ronayne, effective August 20, 2024

PREFERRED SUBSTITUTE RESIGNATION

Victoria Evola, effective August 9, 2024

PREFERRED SUBSTITUTE

Kaylee Martin
Effective September 3, 2024
(High School; \$178.78/day)

ALTERNATIVE SCHOOL INSTRUCTORS 2024-2025

Evelyn Hanlon, Counseling, 1 section/full year
Ryan Vollmuth, Counseling, 1 section/full year
Dina Barone, English, 1 section/full year
Dawn Divisconti, English, 1 section/full year
Anthony Yuli, Health, 1 section/full year
Danielle Davis, Math, 1 section/full year
Christopher Salerno, Math, 1 section/full year
Brian Cameron, Physical Education, .50 section/full year
Joseph Nicolosi, Physical Education, .50 section/full year
Rebecca Silva, Psychologist, 1 section/full year
Nicole Costa, Science, 1 section/full year
Michael Fusaro, Science, 1 section/full year
Michael Hazelton, Social Studies, 1 section/full year
Eric Rao, Social Studies, 1 section/full year
Dennis Montalto, Special Education, 1 section/full year
Christine Bivona, Substitute Math
Theresa Robertson, Substitute Math

Motion was made by Richard Antonello, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Alyssa Ondris Lutz, Special Education, effective August 30, 2024 through August 29, 2028 (Bayview; Step 2A⁴, replacing Amanda Maglione {resigned}).

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

Motion was made by Richard Antonello, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: Carole Hurd, Senior Office Assistant, effective October 16, 2024 (15.84 years).

Motion was made by Richard Antoniello, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: Thomas Fannon, Guard II, effective September 30, 2024 (Districtwide).

APPROVAL:

Motion was made by Richard Antoniello, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve Final Contract for Eastern Suffolk BOCES Cooperative Educational Services 2023-2024.

Motion was made by Richard Antoniello, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve increase in the school breakfast price to \$1.75 at the Middle and High School.

BE IT RESOLVED by the Board of Education of the West Islip UFSD hereby approved the increase in the school breakfast price to \$1.75 at the Middle and High School.

Motion was made by Richard Antoniello, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve Resolution: Donated funds in the amount of \$7,167.00 from Alice's Kids.

DONATION:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$7,167.00 from Alice's Kids, which have been donated to support the purchase of essential resources for the most financially disadvantaged students in West Islip Union Free School District.

RESOLUTION: INCREASE 2024-2025 BUDGET

BE IT RESOLVED, that the Board of Education hereby authorize the appropriation budget for the 2024-2025 school year to be increased to \$138,769,157.00, an increase of the \$7,167.00 donation from Alice's Kids for the West Islip Union Free School District.

Motion was made by Richard Antoniello, seconded by Grace Kelly, and carried when all Board members present voted in favor to adjourn to Executive Session at 7:38 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:08 p.m. on motion by Richard Antoniello, seconded by Grace Kelly, and carried when all Board members present voted in favor.

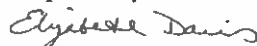
Motion was made by Richard Antoniello, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve the hourly rate for Sub-Clerical from \$16.00 to \$20.00.

Motion was made by Richard Antoniello, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve the hourly rate for Sub-Custodial from \$16.00 to \$20.00 for employee coverages that are long term; more than twenty (20) consecutive days.

Motion was made by Richard Antoniello, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve the School Emergency Response Plans.

Meeting adjourned at 8:11 p.m. on motion by Richard Antoniello, 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

PERSONNEL:

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

TEACHERS

~~T-1~~

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

—Cara Stern, Elementary
Effective September 17, 2024 through November 4, 2024
—(Paul J Bellew)~~

T-2

PROBATIONARY APPOINTMENT (AMENDED)

Alyssa Ondris Lutz, Special Education
Effective September 26, 2024 through September 25, 2028
(Bayview; Change in date from August 30, 2024 through August 29, 2028)

T-3

REGULAR SUBSTITUTE (AMENDED)

Jamie Doherty, Guidance
Effective August 20, 2024 through June 30, 2025
(Beach; Change in Date from August 30, 2024 through June 30, 2025)

T-4

RETIREMENT

Nicole Cagno-Angerame, Elementary
Effective September 28, 2024
(26.5 years)

~~T-5~~

~~PART-TIME PROBATIONARY APPOINTMENT (AMENDED)~~

~~April Virga, ASL (.4)
Effective August 30, 2024 through August 29, 2028
(Beach Street and Udall; change in date from August 30, 2024)~~

TEACHING ASSISTANTS

TA-1

PROBATIONARY APPOINTMENT

Colleen Unverzagt, Pre-K
Effective September 30, 2024 to September 29, 2028
(Bayview; Step 4; replacing Linda Flandina)

TA-2

RESIGNATION

Maureen Pike, Special Education
Effective August 30, 2024
(Bayview)

TEACHING ASSISTANTS, continued

TA-3 RETIREMENT

Linda Flandina, Pre-K
Effective August 30, 2024
(25 years)

CIVIL SERVICE

CL-1 CHANGE IN TITLE

Mitchell Palminteri, Groundskeeper I
Effective September 13, 2024
(Grounds; Step 2; change from Custodial Worker I; replacing Paul Quigley {reassigned})

CL-2 LEAVE OF ABSENCE (unpaid)

(Pursuant to the Family Medical Leave Act of 1993
12-week continuous medical coverage)

Kristi Macchione, Account Clerk
Effective September 17, 2024 through December 9, 2024
(District Office)

CL-3 PROBATIONARY APPOINTMENT

*Elizabeth Acosta, Part-Time Food Service Worker
Effective September 23, 2024
(Udall; \$16.54/hr; replacing Melissa Belle {reassigned})

*Lisa Burns, Part-Time Food Service
Effective September 16, 2024
(*Paul J. Bellew*; \$16.54/hr; replacing Imee Acevedo {resigned})

*Susan Hennes, Part-Time Food Service Worker
Effective September 16, 2024
(*High School*; \$16.54/hr; replacing Brynn Vitrano-Stocker {resigned})

Christina Robiglio, Cafeteria Aide
Effective September 3, 2024
(Manetuck; Step 3; new position)

*Ashley Tagliaferri, Part-Time Food Service Worker
Effective September 23, 2024
(Udall; \$16.54/hr; replacing Robin Pierce {resigned})

CL-4 RESIGNATION

Erin Bloodnick, Paraprofessional
Effective September 3, 2024
(Bayview)

* *Conditional Pending fingerprinting clearance*

CIVIL SERVICE, continued

CL-4 RESIGNATION, continued

Jacqueline Richardelli, Cafeteria Aide
Effective August 29, 2024
(High School)

Melissa Schafer, Paraprofessional
Effective August 28, 2024
(Paul J. Bellew)

CL-5 GUARD II (\$24.20/hr)

**Matthew Alfonzo, effective September 13, 2024*

Thomas Fannon, effective October 1, 2024

**Nicholas Monaco, effective September 13, 2024*

~~*Craig Victorino, effective September 16, 2024~~

CL-6 SUBSTITUTE FOOD SERVICE WORKER (\$16.00/hr)

~~*Annmarie Frumento, effective September 23, 2024~~

OTHER

ENRICHMENT INSTRUCTORS FALL 2024 (\$408 per session)

Justin DeMaio (LEGO 1 & II)
Danielle Dischley (Got Science I & II)
Katherine Keller (Coding I & II)
Theresa Robertson (Creative Cooking I & II)
Sophia Stokkeland (The Art of Bookmaking I & II)

FALL 2024 MIDDLE SCHOOL COACHES (AMENDED)

FIELD HOCKEY

Julia Varley 7-8 Udall Coach
(replacing Hailey Fiordiliso)

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Danielle DeAntonio, Oquenock
Effective September 13, 2024 through June 27, 2025

SUBSTITUTE TEACHER (\$130 per diem)

**Patrick Hopkins, effective September 23, 2024, student teacher*
**Catherine Tinti, effective September 13, 2024*

SUBSTITUTE TEACHER (\$150 per diem)

Ana Christodoulou, effective August 30, 2024, leave substitute

** Conditional Pending fingerprinting clearance*

OTHER, continued

ADULT EDUCATION INSTRUCTORS FALL 2024

Michael Harbord (Lifeguard) \$25/hr

WEST ISLIP UFSD
2024-25 Budget Transfers - General Fund
School Board Meeting - September 12, 2024

AGENDA ITEM X. A)
 BUSINESS ITEMS
 RM 9/12/2024

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO	
4439	08/20/2024	Updated BOCES services costs				
		A 1620.492-999-4999	BOCES SERVICES	10,492.00		
		A 2250.423-999-4299	PROF & TECHNICAL SERVICES	43,420.00		
		A 1680.492-109-4499	BOCES SERVICES		3,943.00	
		A 2250.492-999-4299	BOCES SERVICES - DISTRICTWIDE		48,720.00	
		A 2630.492-999-5599	BOCES SERVICES -TESTING/SCORING/REPORTING		1,249.00	
4440	08/29/2024	Freshman Orientation T-shirts				
		A 2810.420-359-5531	STAFF DEVELOPMENT - HS - COUNSELING	280.92		
		A 2110.518-359-9910	SUPPLIES - HS		280.92	
DEBIT/CREDIT TOTALS				<u>54,192.92</u>	<u>54,192.92</u>	
NET AMOUNT					<u><u>-</u></u>	

Approved: Paul Romanelli
 Dr. Paul Romanelli, Superintendent of Schools

Date: 9/5/24

WEST ISLIP UFSD
2024-25 Budget Transfers - Capital Fund
School Board Meeting - September 12, 2024

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4438	08/20/2024	<i>\$50M Bond - increase in SCC Fees through May 2025</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	114,320.00	
		H 1620.201-00-015	CONSTRUCT SVCS - 50M BOND		114,320.00
DEBIT/CREDIT TOTALS				<u>114,320.00</u>	<u>114,320.00</u>
NET AMOUNT					<u><u>-</u></u>

Approved: Paul Romanelli Date: 9/5/24

Dr. Paul Romanelli, Superintendent of Schools

SERVICES CONTRACT

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 Effective School Solutions, (hereinafter the “CONTRACTOR”), having a principal mailing address at 121 Chanlon Road, Suite 310, New Providence, New Jersey, 07974.

A. TERM

1. The term of this Agreement shall be for Summer 2024 and the 2024-2025 school year, 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. CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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 resulting from any willful act, omission, error, recklessness or negligence of the CONTRACTOR, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

5. The parties each acknowledge and agree that CONTRACTOR does not bill directly to Medicaid or to any other federal, state, or publicly funded programs, nor does CONTRACTOR input any information directly into any Medicaid billing systems nor make any decisions about billing to Medicaid, including but not limited to, the selection of billing codes. The DISTRICT agrees to hold harmless and indemnify CONTRACTOR and its directors, employees, agents, successors and permitted assigns from any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, investigations, penalties, fines, costs, or expenses, incurred by CONTRACTOR, relating to, resulting from, or occurring in connection with any actual, alleged, or investigated overpayments, or billing errors, or billing or documentation improprieties concerning Medicaid or any other federal, state or publicly funded programs, or any other actual or alleged violation by the DISTRICT, its employees, representatives, agents, or assigns, of any applicable federal, state, or local statute, regulation, ordinance, or order.
6. With the exception of the liability under Section H(3) of this Agreement, neither party shall be liable for special, incidental or consequential damages or lost profits (however arising, including negligence) arising out of or in connection with this Agreement, even if such party has been advised of the possibility of such damages. With the exception of the liability under Section H(3) of this Agreement, in no event shall either party be liable to the other party in an amount greater than the amount paid or to be paid under this Agreement. This limitation of each party's liability is cumulative, with all payments for claims or damages in connection with this Agreement giving rise to the claim being aggregated to determine satisfaction of the limit. The existence of one or more claims will not enlarge the limit.
7. In the event of any investigation or proceeding, including but not limited to those involving administrative, civil, criminal, or custody proceedings, if CONTRACTOR is requested by a third party (pursuant to a subpoena or other judicial order or decree) to provide documents, testimony, or other information concerning the School, its personnel, or students, subject and in addition to the terms of the Supplemental Agreement hereto, CONTRACTOR will provide prompt written notice to and seek guidance from the DISTRICT before responding to any such request. Notwithstanding the foregoing, CONTRACTOR and its personnel shall have no obligation to the DISTRICT or the School to participate in any such proceedings or comply with any such requests unless required by law. The DISTRICT agrees that it will hold CONTRACTOR and its personnel harmless in connection with their lawful participation or compliance with, or lawful election not to participate in or comply with, any such proceedings or third-party requests.

C. SERVICES AND RESPONSIBILITIES

1. The CONTRACTOR shall provide services set forth in this Agreement, as follows:
 - a) To provide the therapeutic mental health services of one (1) full time New York State mental health professional for the Partial School Year and two (2) full time New York State mental health professionals the Full School Year. These professionals will hold a license, registration, certification or other authorization from the New York State Office of the Professions, Division of Professional Licensing Services. The mental health professional shall work under the direction and supervision of CONTRACTOR, and in conjunction with staff designated by the DISTRICT. The mental health professionals shall be present at all times during the term of this Agreement when the DISTRICT is in session during the school year. CONTRACTOR shall provide therapeutic mental health services for a maximum of ten (10) students per mental health professional (hereinafter referred to as "cohort") enrolled in the West Islip High School (hereinafter "SCHOOL") at any given time during the Partial and Full School Years. The students in the cohort need not necessarily be the same students for the entire period at the SCHOOL. The parties agree that CONTRACTOR will be reasonably available prior to the start of each period above for consultation for preparation of the launching of CONTRACTOR's services and to provide parent informational sessions to help assist in the transition of students returning to the SCHOOL and entering CONTRACTOR's programming. Furthermore, in the weeks preceding the beginning of each of the periods above, CONTRACTOR will provide all necessary clinical evaluations of students to ensure that they are appropriate for ESS programming.
 - b) Unless otherwise determined by CONTRACTOR through consultation with the DISTRICT, based on an assessment of the needs of a particular student or students, the therapeutic mental health services shall include and be scheduled, as follows:
 - i. up to one (1) individual psychotherapy session each week for each student;
 - ii. up to one (1) family therapy session every other week (bi-weekly);
 - iii. up to one (1) daily group therapy session, in which the number of students assigned to a specific group shall not be greater than ten (10); provided that if more than one of CONTRACTOR's mental health professionals provides services to the DISTRICT, the number of students attending a group therapy session may extend beyond ten (10) students on an occasional basis for workload management purposes; and
 - iv. up to one (1) parent/caregiver group session each month.
 - c) If elected by the DISTRICT, CONTRACTOR will provide its summer program ("summer program") for up to ten (10) students per mental health professional

enrolled in the SCHOOL. The summer program is a five-week program scheduled during the months of July and August and includes twice-weekly group therapy sessions of seventy-five (75) minutes each and individual or family therapy sessions every other week. The students in the Summer Program need not necessarily be the same students for the entire period.

- d) In the event the mental health professional is absent, if requested by the DISTRICT, CONTRACTOR shall exert its best efforts to assign a qualified substitute (either in-person or virtual if an in-person substitute is unavailable) to provide the services. CONTRACTOR shall provide the DISTRICT, if requested, with a credit of three hundred (\$300) dollars for each day of service missed by a mental health professional for whom an in-person or virtual substitute cannot be offered to the district, after an aggregate total of five absences per number of contracted mental health professionals during the school year. If the DISTRICT is not satisfied with the services provided by one or more of the mental health professionals assigned by CONTRACTOR for any lawful reason, and after engaging in a good faith discussion with CONTRACTOR, the DISTRICT may request a change in the professional assigned, in which case CONTRACTOR shall use all commercially reasonable efforts to effectuate the change as quickly as possible but in no event later than thirty (30) days from the date CONTRACTOR receives the change request in writing. The DISTRICT agrees to provide timely feedback to CONTRACTOR of concerns about CONTRACTOR's services and professionals to provide CONTRACTOR an opportunity to address such concerns as promptly as possible. For the avoidance of doubt, the DISTRICT does not have the authority to discipline or terminate the employment of any Effective School Solutions personnel. Rather, the DISTRICT will promptly report any concerns regarding the performance or conduct of CONTRACTOR's employee to the Executive Director of CONTRACTOR. The DISTRICT acknowledges that CONTRACTOR cannot honor any request in accordance with this Section if such request would be inconsistent with CONTRACTOR's obligations pursuant to Equal Employment Opportunity and other employment and labor laws.
- e) CONTRACTOR shall, unless otherwise determined by CONTRACTOR based on consultation with the DISTRICT:
- i. direct its mental health professionals to regularly participate in a SCHOOL teacher-led study skills class that is solely comprised of students in the cohort;
 - ii. have one (1) mental health professional monitor one (1) daily lunch period at each SCHOOL that is solely comprised of students in the cohort;
 - iii. ensure that a mental health professional attends IEP meetings and Section 504 committee meetings, as needed, for students either in a cohort or being considered for enrollment in a cohort, provided that they do not conflict with the other scheduled services outlined in this Agreement;

- iv. as requested by the DISTRICT, provide up to 12 hours of professional development to be delivered either in-person or virtually during normal school hours on regularly scheduled school days or staff development days or to parents of students attending the district; provided that the DISTRICT shall request professional development training at least thirty (30) days in advance of the training and that CONTRACTOR shall not be obligated to provide more than one individual per professional development training; provided further that CONTRACTOR's provision of professional development training on staff development days shared with multiple districts shall be subject to the availability of CONTRACTOR's personnel; and
 - v. provide furniture for the spaces referenced in Section (8) below; provided that the DISTRICT shall be responsible for the costs of any removal of such furniture if requested by CONTRACTOR.
2. CONTRACTOR shall provide all the clinical and administrative services outlined in this Agreement during normal school hours on regularly scheduled school days, except that multi-family therapy sessions and some individual family therapy sessions may be scheduled at the DISTRICT during evening hours in consultation with the DISTRICT. If the student is absent on the date the individual or family therapy session is scheduled, or school is not in session on the scheduled day for CONTRACTOR's services, such services will not be rescheduled and will not be considered an absence.
3. CONTRACTOR shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
4. CONTRACTOR hereby represents that its mental health professionals are duly licensed and/or certified to perform the services set forth in this Agreement. CONTRACTOR shall provide the appropriate proof of license upon request.
5. CONTRACTOR shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
6. CONTRACTOR shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
7. CONTRACTOR shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
8. The DISTRICT shall provide CONTRACTOR with:

- a) a confidential office that complies with applicable public health and safety laws for the mental health professionals to provide individual therapy sessions at the SCHOOL;
 - b) a classroom or similar space that complies with applicable public health and safety laws to conduct group therapy sessions, multifamily therapy groups and study skills classes;
 - c) filing cabinet(s) with locking mechanisms to secure confidential records;
 - d) use of telephones for each assigned mental health professional at no cost to CONTRACTOR;
 - e) internet access with connectivity uptime of 99.9% during regularly scheduled school days or reimbursement to CONTRACTOR of the cost of hotspot devices;
 - f) access to student education records including grades, attendance rates and disciplinary incidents for each student in the cohort receiving services from CONTRACTOR, in a manner prescribed by the DISTRICT, subject to state and federal requirements for confidentiality of student education records and personally identifiable information and the attached Supplement Agreement. To the extent that confidential student education records or other confidential student information comes into the possession of CONTRACTOR, CONTRACTOR shall not further disclose that information without appropriate parental consent unless required or permitted by applicable law; and
 - g) notification as to whether any School Resource Officer (“SRO”) qualifies as a “school official” such that CONTRACTOR may share student education records, information learned by Effective School Solutions’ personnel in the course of performing its services, and other personally identifiable information with the SRO.
9. In the event that the DISTRICT requests crisis assessment services from CONTRACTOR for students outside of the cohort, the DISTRICT shall obtain any and all consents required to be obtained by applicable laws, regulations and/or DISTRICT policies and provide any and all notices required to be provided by applicable laws, regulations and/or DISTRICT policies in connection with CONTRACTOR’s provision of crisis assessment, response, and re-entry provided by CONTRACTOR under the Agreement. Further, the DISTRICT shall file any reports with governmental authorities that are required to be filed by applicable laws and regulations in connection with CONTRACTOR’s provision of crisis assessment, response and re-entry provided by CONTRACTOR under the Agreement.
10. The DISTRICT agrees to reasonably assist CONTRACTOR in obtaining all consents that CONTRACTOR determines are necessary and/or appropriate under applicable laws and/or professional standards for the provision of services by CONTRACTOR.

CONTRACTOR shall be designated as a "school official" by the DISTRICT for the purpose of providing services to students pursuant to the terms of this Agreement. All records of the services provided by CONTRACTOR to students of the DISTRICT shall be considered Education Records, as defined by FERPA, and shall be maintained by CONTRACTOR in accordance with applicable law on behalf of the DISTRICT. CONTRACTOR shall make all records of services provided to such students in the cohort available to the DISTRICT upon request or as required in order to deliver services to the student at issue, including but not limited to, in the event of a due process hearing under state or federal law. CONTRACTOR shall provide parents/students with an acknowledgement for their signature, which confirms that any information received by CONTRACTOR from the student may become part of the student's Education Record retained by the DISTRICT. Once a student is no longer receiving services, CONTRACTOR shall deliver all original records pertaining to that student to the DISTRICT for future reference electronically or in printed form, and any copies retained by CONTRACTOR shall continue to be treated as Education Records pursuant to FERPA.

11. CONTRACTOR, in consultation with the DISTRICT, will determine whether a student can enter or remain in the cohort once the student has been referred by the DISTRICT for the services outlined in this Agreement. The parties understand and agree that CONTRACTOR, in consultation with the DISTRICT, may either reject a student or remove a student from the cohort due to the student's unwillingness to appropriately participate in the services outlined in this Agreement or, if in the professional opinion of CONTRACTOR's staff, the student is a danger to himself/herself or others.
12. Each party represents and warrants that it will comply with federal, state, and local employment, labor, public health and safety laws, and public health guidance in the conduct of the work supported by this Agreement, and that it will cooperate with the other party in the other party's compliance with such laws and guidance. Each party shall indemnify, hold harmless, and defend the other party from any liability arising out of or relating to such party's failure to follow such laws and guidance in the conduct of the work supported by this Agreement.
13. The DISTRICT shall reasonably cooperate with CONTRACTOR in CONTRACTOR's actions to comply with Equal Employment Opportunity laws and guidance, including but not limited to providing reasonable accommodations to CONTRACTOR's employees for disabilities, pregnancies, and sincerely held religious beliefs as required under federal, state, and local law.
14. Unless otherwise required by law, the DISTRICT shall not release the terms and conditions of this Agreement, including but not limited to the financial terms of this

Agreement, to any person and/or entity except to appropriate DISTRICT personnel on a need-to-know basis. If the DISTRICT or any of its representatives becomes compelled by applicable law, regulation, or in legal proceedings or other similar process to disclose this Agreement, the DISTRICT will, unless prohibited by law, provide CONTRACTOR with prompt written notice of such requirement prior to disclosure of the Agreement.

D. COMPENSATION

1. For the Full School Year, the DISTRICT shall pay CONTRACTOR the total sum of three hundred thousand dollars (\$300,000) for the services set forth in this Agreement. Payment shall be made in ten (10) equal and consecutive monthly installments of thirty thousand dollars (\$30,000). The first payment shall be due on September 1, 2024 and subsequent payments shall be due on the first day of every month thereafter.
2. If elected by the DISTRICT, CONTRACTOR's services for the summer program will be billed separately on July 1 of every year. Compensation for the summer program shall be at the following rates:
 - a) for a summer program of up to two mental health professionals, the DISTRICT shall pay CONTRACTOR the total sum of \$8,000;
 - b) for every subsequent mental health professional providing services for a summer program, the DISTRICT shall pay CONTRACTOR the total sum of \$4,000.
3. CONTRACTOR agrees to provide the 2024 summer program to the DISTRICT at no additional cost.
4. CONTRACTOR shall submit invoices for payment as services are rendered. The DISTRICT shall pay CONTRACTOR within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONTRACTOR. 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.
5. The DISTRICT acknowledges and agrees to work proactively with CONTRACTOR to schedule dates of the delivery of CONTRACTOR's services related to professional development,

and the DISTRICT shall ensure the availability of the DISTRICT's staff for delivery of such services. For the avoidance of doubt, in the event that the maximum units of services set forth in Section C(1)(e)(iv) of this Agreement are not delivered, the DISTRICT remains responsible for payment of the fees set forth in this Section D. Unused units shall not roll over to a subsequent school year or agreement.

E. INSURANCE

1. Minimum Required Insurance:

a. **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate

\$2,000,000 products and completed operations

\$1,000,000 ongoing operations

\$1,000,000 personal and advertising

\$1,000,000 sexual misconduct and assault

\$100,000 fire damage and \$10,000 medical

The general aggregate shall apply on a per-project basis.

b. **Automobile Liability**

\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

c. **Workers' Compensation, Employers Liability and NYS Disability Insurance**

Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

d. **Professional Errors and Omissions Insurance**

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of CONTRACTOR performed under the contract for the DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for three years following the completion of the work.

e. **Umbrella/Excess Insurance**

\$3 million each Occurrence and Aggregate. Umbrella/excess coverage shall be on a follow-form basis over the required Auto Liability, General Liability and Professional Liability coverages.

2. CONTRACTOR acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the DISTRICT. The CONTRACTOR is to provide the DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
3. The DISTRICT is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The CONTRACTOR further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the DISTRICT but also NYSIR, as the DISTRICT's insurer.
4. The CONTRACTOR agrees to provide a copy of the insurance requirements to its insurance representative (such as, its insurance broker) prior to entering into the contract.

F. TERMINATION

1. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause upon sixty (60) days' prior written notice to CONTRACTOR.
2. The parties agree that either party's material breach of any terms or conditions of this Agreement and failure to cure same within fifteen (15) business days after receipt of written notice of such breach will provide a basis for the non-breaching party to terminate this Agreement without any further liability to the other party. The parties hereby agree that the DISTRICT's failure to pay the amount due under this Agreement for three (3) consecutive months shall constitute a material breach of this Agreement, which requires no further notice or opportunity to cure and entitles CONTRACTOR to terminate the Agreement and all of its obligations hereunder immediately upon written notice to the DISTRICT.
3. In the event the CONTRACTOR 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 prior to 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, except that either party may assign this Agreement in connection with any merger, consolidation, reorganization, or sale of all or substantially all of its assets or any similar transaction upon providing written notice to the other party.

H. INTELLECTUAL PROPERTY AND NON-SOLICITATION

1. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, knowhow, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to the DISTRICT under this Agreement or prepared by or on behalf of CONTRACTOR in the course of performing its obligations under this Agreement (collectively, the "Deliverables") except for any confidential information of the DISTRICT or DISTRICT materials shall be owned by CONTRACTOR. CONTRACTOR hereby grants the DISTRICT a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, nonsublicensable, fully paid-up, royalty-free, and revocable basis to the extent necessary to enable the DISTRICT to make use of the Deliverables for the purposes intended by this Agreement during the term of this Agreement unless otherwise agreed upon in writing with CONTRACTOR; provided that the DISTRICT may use MTSS Playbooks and professional development and coaching participant guides following the expiration or termination of this Agreement.
2. Recognizing that CONTRACTOR has devoted considerable time, energy and expense in developing its practice, the DISTRICT covenants and agrees that the DISTRICT shall not, without the written consent of CONTRACTOR, solicit, employ, or hire any individual who provided services to the DISTRICT as an employee or agent of the CONTRACTOR for twelve (12) months following the last day such individual provided services to the DISTRICT as an employee or agent of CONTRACTOR or was employed by CONTRACTOR, whichever date is later.
3. In the event that the DISTRICT violates the provision above, the DISTRICT agrees to pay CONTRACTOR compensation in the amount of 100% of the total annual compensation that is anticipated to be paid to any full- or part-time employee/contractor. For any part-time employee/contractor, payment will be based on the following formula: Number of hours per week the employee/contractor is expected to work multiplied by the hourly rate of the

employee/contractor, multiplied by 52. The DISTRICT agrees to submit monthly reconciliation reports to CONTRACTOR by the fifth of each month, evidencing the exact number of hours the part-time employee/contractor actually worked for that month. If there is additional compensation owed to CONTRACTOR, the DISTRICT agrees to pay any outstanding amounts to CONTRACTOR at the time of submission of each monthly reconciliation report.

I. 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; nor shall it affect any right that either party may have under the terms of this Agreement or preclude the party from seeking enforcement or claiming damages by instituting a lawsuit in a court of competent jurisdiction.

J. SEVERABILITY

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

K. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the substantive and procedural laws and regulations of the State of New York and applicable Federal laws and regulations. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Suffolk, State of New York, or federal court located in County of Suffolk, New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding, in such court.

L. ENTIRE AGREEMENT

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

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

3. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Facsimile or pdf signatures will be deemed as effective as original signatures.

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

EFFECTIVE SCHOOL SOLUTIONS

WEST ISLIP

UNION FREE SCHOOL DISTRICT

BY:



(Name) Duncan F. Young

(Title) CEO

BY:

Anthony Tussie

President, Board of Education

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

and

Effective School Solutions

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, NY 11795, and Effective School Solutions, (the “Contractor”) located at 121 Chanlon Road, Suite 310, New Providence, New Jersey, 07974.

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

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

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

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter “Regulations”).
 - a. “Educational Agency” shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the West Islip Union Free School District
 - b. “Third Party Contractor” shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs. With reference to this agreement, “Third Party Contractor” shall be synonymous with

“Contractor” and shall also include any and all subcontractors, persons or entities with whom the Contractor shares Student Data and/or Principal or Teacher Data pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs.

- c. “Student” means any person attending or seeking to enroll in an Educational Agency.
 - d. “Student Data” means Personally Identifiable Information of a “Student.”
 - e. “Eligible Student” means a Student who is eighteen years or older.
 - f. “Parent” means a parent, legal guardian, or personal in parental relation to a Student.
 - g. “Building Principal” or “Principal” means a building principal subject to annual performance evaluation review under Education Law §3012-c.
 - h. “Classroom Teacher” or “Teacher” means a teacher subject to annual performance evaluation review under Education Law §3012-c.
 - i. “Teacher or Principal Data” means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.
 - j. “Personally Identifiable Information” shall have the following meanings:
 - i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)
 - ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.
2. The District has developed the Parents Bill of Rights for Data Privacy and Security, the terms of which are applicable to the Agreement between the District and Contractor and are incorporated into this Supplemental Agreement. The Parents Bill of Rights for Data Privacy and Security states:

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days of the day the school receives a request for access. Parents or eligible students should submit to Patricia Denninger, Records Access Officer, a written request that identifies the record(s) they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading. Parents or eligible students may ask the school to amend a record that they believe is inaccurate or misleading. They should write the Records Access Officer, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the school has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. The school may disclose education records without consent to officials of another school in which a student seeks or intends to enroll, upon request, upon the recommendation of the Committee on Special Education, or upon the determination of the Superintendent of Schools pursuant to Education Law section 3214.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA. The name and address of the office that administers FERPA are:

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): the provision of therapeutic mental health services to students enrolled at West Islip High School in the District.
 - 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. 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: Student Data will be stored using an infrastructure owned and hosted by a third party. The Contractor will use legally required, industry standard and up-to-date security tools and technologies, such as antivirus protections and intrusion detection methods, to protect Student Data and to mitigate security and privacy risks. The Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Student Data will be encrypted while in motion and at rest.
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.

EFFECTIVE SCHOOL SOLUTIONS

WEST ISLIP UNION FREE SCHOOL DISTRICT

By: 

By: _____

Print Name: Duncan F. Young

Print Name: _____

Title: CEO

Title: _____

Date: 7/17/2024

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 Kidz Educational Services SLP, OT, PT, LMSW, Psychology, Audiology, PLLC (hereinafter the "CONSULTANT"), having a principal mailing address of 1400 Old County Road, Suite C103N, Westbury, NY 11590.

A. TERM

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

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

District-wide services as per attached 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 – **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.

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

West Islip Union Free School District

BY: 

Dr. Leonard F. Caltabiano, CEO

BY: _____

President, Board of Education

**Schedule One
West Islip Union Free School District**

2024-2025 Nassau/Suffolk Rate Sheet

SUBJECT TO CPI INCREASE IN SUBSEQUENT YEARS

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

SERVICES:

As of 12/14/23

Home Instruction - at Alternate Location		
Behavior Intervention Services - Alternate Location & CSE & Team Mtgs	*** (1)	\$150.00 per Student/per 60 minutes
Behavior Intervention Services - Alternate Location Additional Supports	*** (1)	\$110.00 per Student/per 60 minutes
Alternate Location-Rel Svc Direct/Consult: ST, CSL, OT & PT & CSE & TEAM Mtgs	(1)	\$62.00 per Student/per 30 minutes
Alternate Location: Parent Training and CSE & TEAM Mtgs	(1)	\$159.00 per Student/per 60 minutes
Behavior Assessment, Intervention & Support Services		<u>Rate Per 60 Minute Session</u>
BIS and CSE & TEAM Meetings (Home)		\$120.00
BIS/Behavior Consultant/BIS-Consult and CSE & TEAM Meetings (School)		\$131.00
BIS/Behavior Consultant/BIS-Consult and CSE & TEAM Meetings - BCBA/Doctoral (School/Home)		\$156.00
Parent Training and CSE & TEAM Meetings		\$132.00
Bilingual Parent Training and CSE & TEAM Meetings		\$156.00
BT/BIS Supervision (when requested by district) and CSE & TEAM Meetings	(2)	\$153.00
1:1 AIDE/BT/Paraprofessional Services in School	(2)	\$56.00
RBT Training Program: Includes training and oversight for School District Staff		Pricing available upon request
Functional Behavior Assessment (FBA)		<u>Rate Per 60 Minute Session</u>
FBA by Behavior Consultant: Observation, Data Collection, Processes (10 hour minimum)		\$131.00 plus Report
FBA by BCBA/Doctoral: Observation, Data Collection, Processes (10 hour minimum)		\$156.00 plus Report
Functional Behavior Assessment/Behavior Intervention Plan Reports NOT INCLUDED SEE EVALUATION RATE SHEET		See Eval Rates
Special Education Services - (Resource Room, Consultant Teacher)		<u>Rate Per 60 Minute Session</u>
Individual School Services: Resource Room/Consultant Teacher/Proctoring and CSE & TEAM Meetings		\$100.00
Group School Services: Resource Room/Consultant Teacher/Proctoring (Min.2 - Max.5 Students)*		\$45.00 per Student**
Individual Reading Specialist and CSE & TEAM Meetings		\$131.00
Group Reading Specialist (Min.2 - Max. 5) *		\$65.00 per Student**
Individual Home Services: Specialized Instruction and CSE & TEAM Meetings		\$109.00
Related Services -(Speech, Occupational, Physical, Counseling Therapy)		<u>Rate Per 30 Minute Session</u>
Individual School Services: Speech Therapy/Consult and CSE & TEAM Meetings		\$50.00
Individual School Services: Occupational Therapy/Consult and CSE & TEAM Meetings		\$61.00
Individual School Services: Physical Therapy/Consult and CSE & TEAM Meetings		\$66.00
Individual School Services: Counseling and CSE & TEAM Meetings		\$50.00
Individual Home Services: Speech, Occupational, Physical Therapy & Counseling		\$70.00
Group School Services: ST & OT (Min. 2 - Max. 5 Students)*		\$36.00 per Student**
Group School Services: PT (Min. 2 - Max. 5 Students)*		\$36.00 per Student**
Group School Services: Counseling (Min. 2 - Max. 5 Students)*		\$36.00 per Student**
Related Services Intervention Push-In Classroom		\$66.00 per 30 minute push-in
Prompt & Lidcombe Program and CSE & TEAM Meetings		\$92.00
Vision/Orientation and Mobility and CSE & TEAM Meetings		\$92.00
Teacher of the Deaf (TDF) CSE & TEAM Meetings		\$61.00
DAILY RATE OPTIONS		Provider available for 6.5 Hours
Daily Rates Include Individual, Group, Push-in, Consultation & Evaluations		Fee Schedule-Per Scheduled Provider
OT		\$650
PT		\$700
ST		\$625
RR		\$650
School Psychologist/Counseling		\$700
Other Services Offered		
Assistive Technology Services or Consulting and CSE & TEAM Meetings		\$156.00 per Student per hour
Staff Development & Training		\$250 hourly rate pro-rated, per speaker
Staff Development & Training with CEU's		See Workshop Rate Sheet pg. 3
Interim Director/ Asst. Director for Special Education		Pricing Available Upon Request
Translation Services - Spanish Only		\$72.00 per 60 minutes (min. 2 hours)
Translation Services - all other Languages		\$94.00 per 60 minutes (min. 2 hours)

Schedule One
West Islip Union Free School District
~~2024-2025 Nassau/Suffolk Rate Sheet~~

SUBJECT TO CPI INCREASE IN SUBSEQUENT YEARS
Name of Provider: KIDZ EDUCATIONAL SERVICES SLP, OT, PT, LMSW, PSYCHOLOGY,
AUDIOLOGY, PLLC

EVALUATIONS:	Rate [per eval]
Central Auditory Processing (CAP-D) *must have additional Audiological	\$884
Auditory Continuous Performance Test (ACPT) *must have additional Audiological	\$360
Audiological	\$208
Assistive Augmentive Communication (AAC)	\$550
Functional Behavior Assessment Report (See Service Rate Sheet)	\$260
Behavior Intervention Plan Report (BIP)	\$260
Psychological	\$1,015
ADOS - * must have additional Social History and Classroom Observation	\$714
Social History	\$208
Classroom Observation	\$260
Educational	\$468
Reading	\$520
Occupational Therapy	\$434
PT or OT Screenings	\$102
Physical Therapy	\$408
Speech Therapy	\$434
Vision/ Orientation & Mobility Evaluation	\$495
Bilingual Evaluations	\$156 (additional per evaluation)
CSE Evaluation Meetings	\$102 per 60 minutes
CSE Meetings for ADOS	\$131 per 60 minutes
* If IEP states "group" and a group is not available, individual rates will apply until a group is available.	
**If only one student is present for a "group" session, individual rates will apply.	
***Please note specific rate for BIS at the Alternate Location services does not include higher staff to learner ratios (ie: 1:2, 1:3). Additional Supports rates will apply for all hours BIS services are provided.	
<i>(1) In the event of a learners absence Alternate Location services will be billed at noted rate regardless of the length of the absence.</i>	
<i>(2) All Paraprofessional Services must include BIS Supervision at rate noted above for frequency of 5% of billable hours unless Bcon hours already exist for the specific setting.</i>	
The DISTRICT will incur a "No Prescription" charge until an appropriate prescription for IEP mandated Physical Therapy Service is received. OT services will be provided regardless of script unless District notifies prior to inception of services. In the event District requires an OT Rx then District will be charged a No Prescription charge at the rate set forth, no more than 2x a month.	
Should a student be unavailable for a scheduled session the District will be responsible for payment as if student were present but no more than 2x per month per student at the rate set forth.	
In the event that a Home provider is not notified of cancellation at least one hour prior to session the District will be billed for absence at the rate set forth (not to exceed more than one hour).	
At the inception of services done in a school setting a one-time Scheduling charge not exceeding a half hour per student will be charged for each student scheduled to receive services at the rate set forth herein.	
PT & OT screenings only performed for the districts that have contracted us for those services and only at school locations services are being done.	
Annual Review writeup/IEP entry when applicable will be charged at the rate set forth above not to exceed the IEP mandate duration.	
The district must complete an FBA Authorization form when requesting an FBA or BIP to be completed for a particular student.	

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



District Workshop Fees (2024-25)

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

Time (# hrs per workshop)	Fee Schedule (per workshop)
1	400
1.5	500
2	600
2.5	700
3	800
4	1,050
5	1,300
6	1,550

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

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

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

CEUs: There will be an additional charge of \$150 per session, if you would like your staff to receive Continuing Education hours (e.g., ASHA, CTLE, NY State Board for Social Work hours, NASP). In addition, sessions for ASHA CEUs may incur an additional fee as required by ASHA to register the course with that agency.

**For information about scheduling a training, workshop, or conference:
contact Tesa Etchieson, Lead Conference Coordinator
at (516) 806-6969 x4181 or email Conferences@familyofkidz.com**

ADDENDUM #1
ENHANCED BEHAVIOR SUPPORT SERVICES (EBSS)
ALTERNATE LOCATION PROCESS/PROCEDURES

The following are the terms and conditions of this Addendum to the 2024 - 2025 Services Agreement between Kidz Educational Services, SLP, OT, PT, LMSW, Psychology, Audiology, PLLC (hereinafter "Kidz Educational Services") and the West Islip School District (hereinafter the "School District"). The terms of this Addendum are incorporated into the terms of the Services Agreement with the School District and shall prevail over any conflicting terms and/or inconsistencies.

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

As outlined in our rate sheet, to maintain the quality of our Alternate Location Services which includes hiring, training, and maintaining staff for each individual student and a room (physical space) within our facility, the School District will be responsible for full payment of services, even when the student is absent. This will reserve the student's placement for receiving services in the event of excessive absences. In the event that the student is absent for 4 consecutive days, the School District will be notified.

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

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

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

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

Provider signature

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

Tax ID # 84-3700766

Date 8/19/24

School District Representative Signature _____

Representative Name, Title _____

Date _____

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

and

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

Supplemental Agreement dated this 1st day of July, 2023 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Kidz Educational Services SLP, OT, PT, LMSW, Psychology, Audiology, PLLC (the "Contractor") located at 1400 Old Country Road, Suite C103N, Westbury, NY 11590.

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

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

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

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

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

Lisa DiSibio, *District Data Coordinator*

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

l.disibio@wi.k12.ny.us

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

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

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

a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the following exclusive purpose(s): to provide tutorial services in accordance with the underlying agreement.

b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and the data protection and security requirements set forth in Education Law §2-d and Part 121 of the Regulations.

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2024. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall *return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.*

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

e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: *[Insert (i) a description of where Student Data and/or Principal or Teacher Data will be stored, described in a manner to protect data security, (ii) a description of the security protections taken to ensure Student Data and/or Principal or Teacher Data will be protected and data security and privacy risks are mitigated; and (iii) a description of how the Student Data and/or Principal or Teacher Data will be protected using encryption while in motion and at rest.]*

See Attached Supplemental Information.

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

4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to

Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.

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

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

7. Miscellaneous:

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

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

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

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

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

West Islip Union Free School District

By: 

By: _____

Print Name: Dr. Leonard F. Caltabiano

Print Name: _____

Title: ~~Contract Manager~~ CEO

Title: President, Board of Education

Date: 8/19/24

Date: _____

SUPPLEMENTAL INFORMATION

(FOR ANNUAL SERVICES AGREEMENT)

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

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

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

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

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

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

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

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

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

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

Student data will be stored in a locked file cabinet.

DONATION:

WHEREAS, the West Islip Union Free School District is in receipt of 58 wind turbines and 195 propeller blades valued at approximately \$116,000 from Steven Gellar, which has been donated to the Engineering Technology students of West Islip High School.

WEST ISLIP UFSD

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: STEVE GELLAR

DONOR ADDRESS: 127 BABYLON AVE, WEST ISLIP, NY 11795

DONATION: Cash or Check Goods Service

Please provide a listing of the item(s) to be donated and the related value.

58 WIND TURBINES
195 PROPELLER BLADES

Select the fund and provide the budget code(s) of where the donation should be recorded.

General Fund Extracurricular Fund Trust & Agency Budget Code _____

Anticipated Date of Delivery to the School TBD

Any related installation costs? Yes No Estimated Annual Cost _____
If "Yes" please attach approval from Assistant Superintendent for Business.

Any expected maintenance costs? Yes No Estimated Annual Cost _____

Purpose of the donation? EDUCATIONAL

Which building/department will benefit from the donation? ENGINEERING TECHNOLOGY

Principal's/Administrator's Signature & Date Paul Romanello 9/4/24

To be completed by the Business Office:

Board of Education Approval Date _____

Budget Adjustment Recorded _____

This form is to be filed with the Superintendent by the first of the month, at which time the Board of Education, at the next regular meeting, will act upon the donation. No item may be accepted as a donation or gift, nor may any item be installed on school premises, prior to the BOE accepting the gift or donation.

Those considering making gifts to the District should note that the District can assume no responsibility for the accuracy of estimated values assigned to the donated item(s). Donors should also note that while the District will attempt to comply with any stated preferences of the donor(s) relative to the use of the item(s) by a particular program/grade/school, etc., it must nevertheless reserve the right to reassign and/or reallocate such gifts as it deems appropriate so as to best serve the interests of the District.



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: August 2024
RE: PJB Library -Weeding

I am requesting the surplus of weeded books in the library collection from the PJB Library. These materials are in poor condition or are no longer relevant.

Total Copies Weeded: 3600

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

Cc: Rhonda Pratt, Danielle Blaise