

AGENDA

*Congratulations*  
*Class of 2019*



**BOARD OF EDUCATION**

June 13, 2019

West Islip High School  
One Lions Path

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

**A G E N D A**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**June 13, 2019**

*West Islip High School*

*West Islip, New York*

- 
- I. **CALL TO ORDER**
  - II. **QUORUM COUNT**
  - III. **ANNOUNCEMENTS**
  - IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards only. (Name and address required) - This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.*
  - V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the May 21, 2019 Planning Session.
  - VI. **RECOGNITION**
    - A) Class of 2019 Valedictorian ~ *Madison Esposito*
    - B) Class of 2019 Salutatorian ~ *Douglas Dillman*
  - VII. **PERSONNEL**
  - VIII. **CURRICULUM UPDATE**
    - A) Approval of Curriculum Writing Projects
      - AP Biology
      - AP Environmental Science
      - Coding 6
      - Technology 1
      - Technology 2
    - B) Approval of Textbook  
*Singapore Math Dimensions Pre-K through Grade 5*
    - C) Approval of Professional Development Plan 2019-2022
  - IX. **REPORT OF BOARD COMMITTEES**
    - A) Finance Committee {6/11/2019}
    - B) Buildings and Grounds Committee {6/11/2019}
    - C) Education Committee {6/13/2019}
    - D) Safety Committee {5/15/2019}
    - E) Health and Wellness Committee {5/15/2019}
    - F) School Board/Student Liaison Committee {Udall 6/4/2019 ~ Beach 6/6/2019}
    - F) Committee on Special Education/Preschool Special Education Recommendations re: classification/placement/I.E.P. modifications of students as delineated {6/13/2019}
  - X. **FINANCIAL MATTERS**
    - A) Treasurer's Report
  - XI. **BUSINESS ITEMS**
    - A) Approval of Budget Transfers
    - B) Approval of Resolutions
      1. Donation of banners and related hardware \$5,000 value → WIHS  
from Varsity Brands
      2. Donation of scholarship from Suffolk \$500.00 → WIUFSD  
Association of School Business Officials
      3. Ordinary Contingent Expense for purchase of two maintenance vans

- XI. **BUSINESS ITEMS**, continued
- C) Approval of Surplus
    - 1. Electric griddles ~ Beach
    - 2. Miscellaneous IT equipment
  - D) Approval of 2019-2020 Bids and Request for Proposal
    - 1. #1905 Heating, Ventilation, and Air Conditioning Service
    - 2. #1916 Gasoline for District Vehicles
    - 3. #1917 Purchase of a New Engine Lathe Machine
    - 4. RFP#1901 External Independent Auditing Firm Services
  - E) Approval of 2018-2019 Health Services Contract
    - 1. Brentwood UFSD ~ \$2,264.72
    - 2. South Huntington UFSD ~ \$30,017.99
  - F) Approval of 2019-2020 Contracts
    - 1. Access 7 Services, Inc.
    - 2. ACLD Kramer Learning Center
    - 3. Center for Developmental Disabilities
    - 4. Cleary School for the Deaf
    - 5. Commack UFSD {Summer 2019}
    - 6. Developmental Disabilities Institute
    - 7. Laura Anne Hershberger, M.D.
    - 8. Long Island Developmental Consulting, Inc.
    - 9. The Eden II School for Autistic Children
  - G) Approval of 2018-2019 Contract
    - 1. Henry Viscardi School
  - H) Approval of Services Agreement 2019-2020
    - 1. OMNI financial Group, Inc. d/b/a/U.S. Omni
    - 2. Integra Consulting and Computer Services Inc.
  - I) Approval of 2019-2020 Engagement Letter
    - 1. Cullen & Danowski, LLP
- XII. **PRESIDENT'S REPORT**
- A) Approval of the results of the Annual District Meeting held on May 21, 2019
  - B) Approval of Stipulation of Settlement and Release – Student A
  - C) Approval of Resolution re: Emergency Use of Herbicide
  - D) Approval of General Counsel Services Agreement and Labor Counsel Services Agreement
- XIII. **SUPERINTENDENT'S REPORT**
- XIV. **NOTICES/REMINDERS**
- XV. **OTHER ITEMS FOR BOARD MEMBERS INFORMATION**
- XVI. **INVITATION TO THE PUBLIC** - *The public, at this time, is cordially invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards only. (Name and address required) ~ 20 minute time limit. Each person or representative of a group will be limited to three minutes.*
- XVII. **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 in the District Office Board Room to consider any items for which a vote is required.*
- XVIII. **CLOSING** - Adjournment

PLANNING SESSION  
MEETING OF THE BOARD OF EDUCATION  
May 21, 2019 – District Office

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

ABSENT: Mr. Brady, Mr. Michaluk

ADMINISTRATORS: Mrs. Burns, Mrs. Pellati, Dr. Rullan

ABSENT: None

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Meeting was called to order at 7:31p.m. followed by the Pledge.

APPROVAL OF MINUTES:

Motion was made by Annmarie LaRosa seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve the minutes of the May 9, 2019 Board of Education Regular Meeting.

PERSONNEL:

Motion was made by Annmarie LaRosa seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve ADMINISTRATIVE: AMENDMENT TO PROBATIONARY EFFECTIVE DATE: James Grover, Director of Mathematics, Business, and Family and Consumer Sciences, effective July 1, 2019 - June 30, 2023 (Districtwide; \$135,000; replacing Kathleen Sapanski {retired}).

Motion was made by Annmarie LaRosa seconded by Ron Maginniss and carried when all Board members present voted in favor to approve TEACHING: CHILD-BEARING LEAVE OF ABSENCE (paid): Deanna Johnson, Special Education, effective May 3, 2019 (Bayview).

Motion was made by Annmarie LaRosa seconded by Ron Maginniss and carried when all Board members present voted in favor to approve TEACHING: REGULAR SUBSTITUTE: Phyllis Clements, World Languages, effective April 12, 2019 -- May 1, 2019 (High School; \*Step 1A<sup>1</sup> {pro-rated}; replacing A. Agramonte {LoA}).

Motion was made by Annmarie LaRosa seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE CUSTODIAN (\$12.00/hr.): Danielle Brites, effective May 22, 2019.

Motion was made by Annmarie LaRosa seconded by Richard Antoniello and carried when all Board members present voted in favor to approve OTHER: UNIFIED BASKETBALL SPRING 2019: \*Philip DePompeo, Coordinator - \$1,839; \*Erin Bies, Assistant Coordinator - \$1,530.

Motion was made by Annmarie LaRosa seconded by Ron Maginniss and carried when all Board members present voted in favor to approve OTHER: ENRICHMENT INSTRUCTORS SUMMER 2019 (\*\$275 per session): Jennifer Delaney (International Cooking I & II); Justin DeMaio (LEGOS I & II); Michelle Edgley (Escape Room I & II); Christine Maniscalco (Coding is Cool, Coding for Kids); Thomas McGunnigle (Creative Art Workshop I & II); Wesley Oakes Theatre I & II).

Motion was made by Annmarie LaRosa seconded by Ron Maginniss and carried when all Board members present voted in favor to approve resolution:

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$4,000.00 from Suffolk Transportation Services, Inc., which have been donated in recognition of the Boys Varsity Baseball, Girls Varsity Lacrosse and Varsity Competitive Cheerleading champions, to be awarded to students selected by the District.

Motion was made by Annmarie LaRosa seconded by Ron Maginniss and carried when all Board members present voted in favor to approve contracts: ESBOCES Contract for Cooperative Educational Services 2019-2020; Island Home Care Agency, Inc. 2018-2019; Island Home Care Agency, Inc. 2019-2020.

Motion was made by Ron Maginniss seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve Bridges Lease Amendment.

Motion was made by Annmarie LaRosa seconded by Ron Maginniss and carried when all Board members present voted in favor to approve Stipulation of Settlement and Release ~ Student A.

Mrs. Burns discussed a meeting with BBS and SCC to discuss the timing of Phase 4 construction projects. The Planetarium project is a main concern because the expedited review is taking much longer than expected. The district can delay instruction until November (high school instruction and the elementary program would be impacted) or have the work done next summer. The Board decided in favor of doing the project next summer.

Meeting adjourned at 7:45 p.m. on motion by Annmarie LaRosa seconded by Ron Maginniss and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock  
District Clerk

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

**PERSONNEL:**

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

**ADMINISTRATIVE**

**A-1            TENURE APPOINTMENT**

Michelle Walsh, Director of Intervention Services  
Effective August 17, 2019

**A-2            CHANGE IN STATUS**

Lisa DiSibio, Director of Instructional and Information Technology  
Effective July 1, 2019  
(Districtwide; \$102,000; change from District Data Coordinator)

**A-3            PROBATIONARY APPOINTMENT**

Dawn Morrison, Assistant Superintendent for Curriculum and Instruction  
Effective July 1, 2019 – June 30, 2023  
(Districtwide; \$185,000; replacing Anne Rullan {retired})

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

**TEACHERS**

**T-1            TENURE APPOINTMENT**

Jodie Abelson, Elementary  
Effective September 1, 2019

Katherine Crowley, Counselor  
Effective August 15, 2019

Christopher Salerno, Mathematics  
Effective August 31, 2019

**Abolishment of Positions**

*Be it resolved, that upon the recommendation of the Superintendent of Schools, effective June 30, 2019, professional positions in the West Islip Public School District be abolished in the Special Education area (1 full-time position) and ESL area (1 part-time {.6} position) of classification.*

**T-2            RESIGNATION**

Flavia Cestaro, World Languages  
Effective July 1, 2019

**T-3            PROBATIONARY APPOINTMENT**

Brittany DiLuciano, World Languages  
Effective September 2, 2019 to September 1, 2023  
(High School; Step 1A<sup>1</sup>; replacing M. Perna {resigned})

**TEACHERS**, continued

**T-3**            **PROBATIONARY APPOINTMENT** (continued)

Danielle Dischley, Earth Science  
Effective September 2, 2019 to September 1, 2023  
(Beach/Udall); Step 1A<sup>4</sup>; replacing J. Cardo {resigned}}

Annelise Muscietta, Earth Science  
Effective September 2, 2019 to September 1, 2023  
(High School; Step 1A<sup>4</sup>; replacing V. Newell {retired})

Jaquelyn Nicholes, World Languages  
Effective September 2, 2019 to September 1, 2023  
(Beach Street; Step 1A<sup>4</sup>; replacing M. LaPinta {retired})

**T-4**            **CHILD-REARING LEAVE OF ABSENCE** (unpaid)

Maureen U. Sanchez, Special Education  
Effective September 2, 2019 – January 2, 2020  
(Paul J. Bellew)

**T-5**            **REGULAR SUBSTITUTE**

Daniel Gschwind, Social Studies  
Effective June 3, 2019  
(High School; Step 1A<sup>1</sup>; replacing M. Hazelton {LoA})

Meaghan Johnston, Special Education  
Effective September 2, 2019 – January 2, 2020  
(Paul J. Bellew; Step 1<sup>4</sup>; replacing M. U. Sanchez {Child-rearing LoA})

**CIVIL SERVICE**

**CL-1**            **RESIGNATION**

Elizabeth DaSilva, Cafeteria Aide  
Effective June 7, 2019  
(Beach Street)

**CL-2**            **SUBSTITUTE NURSE** (\$130 per diem)

Rosemarie Giudice, effective June 19, 2019

**CL-3**            **PROBATIONARY APPOINTMENT**

Rosemarie Giudice, School Nurse  
Effective September 3, 2019  
(Beach Street; Step 1; replacing K. Mezzacappa, floating nurse {new position})

OTHER

ADULT EDUCATION 2019-2020

\*Kevin Murphy, Coordinator - \$7,920 (\$3,960/semester)

PERMANENT SUBSTITUTE TEACHER (\$130 per diem)

Jennifer Dolan, effective September 3, 2019 through June 26, 2020  
Zachary Enoksen, effective September 3, 2019 through June 26, 2020  
Paige Fogarty, effective September 3, 2019 through June 26, 2020  
Daniel Sarfin, effective September 3, 2019 through June 26, 2020  
Victoria Sidorski, effective September 3, 2019 through June 26, 2020  
Daniel Sliwowski, effective September 3, 2019 through June 26, 2020

SPECIAL EDUCATION – ESY RELATED SERVICE PROVIDERS  
SUMMER 2019

<u>Consultant Teacher Direct</u>	<u>Job Coach</u>	<u>Speech Therapist</u>
Elizabeth Kelly	Ryan Vollmuth	Kathleen Finn
Meaghan Johnston		Jessi Smith
Erin Meade		

SUMMER SCHOOL 2019

Brian Taylor, Principal

<u>Algebra I</u>	<u>Earth Science</u>	<u>Geometry</u>	<u>Global History</u>
Louis Lu	Annelise Muscietta	Nancy Yost	Edward Jablonski
<u>Mathematics</u>	<u>U.S. History</u>		
Alyssa Urbach	Edward Jablonski		

REGENTS REVIEW SUMMER 2019

<u>Algebra I</u>	<u>Global History</u>	<u>U.S. History</u>	<u>Earth Science</u>
Alyssa Urbach	David Moglia	David Moglia	Annelise Muscietta

SUMMER INVESTIGATIONS PROGRAM 2019

Rhonda Pratt, Coordinator

<u>Teachers</u>			<u>Substitute Teacher</u>
Kristen Arnoia	Paige Fogarty	Paul Pekurney	Pam Dubler
Timothy Bauernfeind	Meaghan Johnston	MaryBeth Qualliotine	
Danielle Blaise	Kimberly Kennedy	Victoria Sidorski	
Rebecca Burleson	Elaine Longo	Daniel Sliwowski	
Paulina Crisci	Andrea Miller		
Cara Douglas	Karen Nordland		

<u>Aides</u>		<u>Substitute Aide</u>
Mary Cameron	Jacqueline Sarle	Anne Marie Bello
Tara Miller	Michele Varley	

*\*Pending WTLA Negotiated Agreement*

OTHER, continued

**CHEERLEADING SUMMER CAMP 2019**

Dina Barone, Director  
Steffanie Traver-Flinter, Director

Coaches

Jillian Bohnaker            Priscilla McBride  
Lauren Brady                Nicole Shaw

Volunteer Counselors

Nickole Aponte	Kaitlyn Kelly	Mia Raimondi
Brooke Beltrami	Catarina Longonigro	Melissa Rubio
Sophia Clark	Mia McCandless	Emma Scalza
Melissa D'Angelo	Lauren McKeon	Allison Schneider
Samantha Dijennaro	Maureen McMahon	Meghan Sherlock
Cali Disbrow	Ava Mina	Victoria Soto
Samantha Fahey	Abby Moran	Brooke Tyler
Gianna Fioravanti	Delaney O'Shea	Taylor Woltmann
Ava Gmelch	Faith Paduano	
Olivia Gmelch	Giavanna Petrone	

**GYMNASTICS SUMMER CAMP 2019**

MaryAnn McGrade, Director

Counselors

Avery Alessi                Caitlyn Leibman  
Kimberly Arena            Olivia Marker  
Cassidy Cullen            Emily McGrade  
Annabella Daniele        Theresa Rand  
Grace Iehle

**WRESTLING SUMMER CAMP 2019**

Thomas Longobardi, Director  
John Ferrara, Assistant Director

Coaches

Patrick Bell                Robert Ulrich  
Mike Longobardi        Tyler Walsh

**BOYS VOLLEYBALL SUMMER CAMP 2019**

John Schrank, Director  
Erin Bies, Assistant Director  
Frank Franzone, Assistant Director

Coaches

Evin Giglio                Tyler Pizzichemi  
Shawn Hoyt                Steven Schrank

OTHER, continued

SUMMER SPORTS ACADEMY 2019

Patricia Plompen, Clerical Support, \$31.08 per hour

SOFTBALL SUMMER CAMP 2019

Kourtney Proske, Director  
Mackenzie Buckley, Assistant Director  
Colleen Reilly, Assistant Director

Coaches

Edward Jablonski  
Robert Weiss

SUMMER RECREATION CAMP 2019

John Mullins, Director, \$79 per hour  
Timothy Horan, Assistant Director, \$70 per hour  
Debra Federico, Clerical Support, \$28 per hour  
Laurie Luquer, Nurse, \$28 per hour  
Debra Costantino, Lead Crafts Counselor, \$21 per hour

Camp Counselors (\$12 per hour)

Nicole Bendetti	Lauri D'Achille	Karah Mullins	Nicole Pratt
Emily Brierly	Ryan Forcino	Kassidy Mullins	Nick Santo
Jessica Curto	Ian Luquer	Christie Nauheimer	Julia Varley
Loriann Connolly	Jack Magee	Maria Pascarella	Patrick Viviano
Lauren Distefano	Laine Martin	Alyssa Pratt	

SUMMER INSTRUCTIONAL SWIM PROGRAM 2019

Directors

Thomas Bruder	Thomas Loudon	Jeremy Robertson
Tanya Carbone	John {Jack} Luquer	Meghan LaRocca
Edward Jablonski	Colleen Reilly	

Lifeguards

Jake Bonomo	Jonathan Magliaro	Kevin Rion
Sara Entrono	Jamie McEnaney	Timothy Sawina
Andrew Fogel	Jack Pollock	Victoria Soto
Alexandra Gagliardi	Brett Powell	Tobias Wefering
Kaitlyn Iwasiuk	Alessandra Questel	Jessica Witzgall

ATHLETIC TRAINERS 2019-2020

Kevin Kilkenny, \$92.24 per session  
Nicole Perperis, \$92.24 per session

OTHER, continued

EQUIPMENT COORDINATORS 2019-2020

James Dooley, High School  
James Klimkoski, Beach  
Brian Cameron, Udall

FALL 2019 HIGH SCHOOL COACHES

FOOTBALL

Steve Mileti, Varsity Head Coach  
Anthony Yuli, Assistant Varsity Coach  
Phil Kane, Assistant Varsity Coach  
Scott Mattera, Varsity Volunteer Coach  
Thomas Woodburn, Varsity Volunteer Coach  
Mike Bellacosa, Varsity Volunteer Coach  
Frank Riviezzo, Head J.V. Coach  
Joseph LaCova, Assistant J.V. Coach

GIRLS SOCCER

Nicholas Grieco, Head Varsity Coach  
Jeremy Robertson, Assistant Varsity Coach  
Lindsay Morgan, J.V. Coach

BOYS SOCCER

Edward Pieron, Head Varsity Coach  
Brian Cameron, Assistant Varsity Coach  
Dennis Mazzalonga, J.V. Coach

GIRLS SWIMMING

Tanya Carbone, Varsity Coach  
Meghan LaRocca, Assistant Varsity Coach

GIRLS GYMNASTICS

MaryAnn McGrade, Varsity Coach

GIRLS TENNIS

George Botsch, Varsity Coach  
William Turri, J.V. Coach

FIELD HOCKEY

Josephine Hassett, Varsity Coach  
JoAnne Orehosky, Assistant Varsity Coach  
Kelly Weisenseel, J.V. Coach

CROSS COUNTRY

Kevin Murphy, Boys Varsity Coach  
Michelle Studley-Broderick, Girls Varsity Coach

BOYS VOLLEYBALL

John Schrank, Varsity Coach  
Frank Franzone, Assistant Varsity Coach  
Erin Bies, J.V. Coach

OTHER, continued

FALL 2019 HIGH SCHOOL COACHES, continued

GIRLS VOLLEYBALL

James Klimkoski, Varsity Coach  
Tara Annunziata, Assistant Varsity Coach  
Gina Giacalone, J.V. Coach

GOLF

Frank Rapczyk, Varsity Coach

KICKLINE

Jessica Cichy, Varsity Coach

CHEERLEADING

Dina Barone, Varsity Coach  
Steffanie Traver-Flinter, Assistant Varsity Coach  
Lauren Brady, J.V. Coach

FALL 2019 MIDDLE SCHOOL COACHES

FOOTBALL

Shanan Mauro, Head 7-8 Udall Coach  
Robert Kolar, Assistant 7-8 Udall Coach  
Vincent Luvera, Head 7-8 Beach Coach  
Charles Kevin Osburn, Assistant 7-8 Beach Coach  
Larry Plompen, Beach Volunteer Coach

GIRLS SOCCER

Edward Jablonski, 7-8 Udall Coach  
Colleen Reilly, 7-8 Beach Coach

BOYS SOCCER

Daniel Formichelli, 7-8 Udall Coach  
Michael LaCova, 7-8 Beach Coach

CROSS COUNTRY

James Dooley, Udall Boys & Girls Coach  
Joseph Nicolosi, Beach Boys & Girls Coach

FIELD HOCKEY

Daniel Sliwowski, 7-8 Udall Coach  
Kathryn Dranoff, 7-8 Beach Coach

TENNIS

Patrick Tunstead, Girls 7-8 Udall/Beach

CHEERLEADING

Priscilla McBride, Udall 7-8 Co-Coach } shared  
Nicole Shaw, Udall 7-8 Co-Coach  
Jillian Bohnaker, Beach 7-8 Coach

OTHER, continued

**EARLY WINTER 2019-2020 MIDDLE SCHOOL COACHES**

**GIRLS VOLLEYBALL**

Tara Annunziata, 7-8 Udall Coach  
Erin Bies, 7-8 Beach Coach

**BOYS BASKETBALL**

Patrick Tunstead, 7-8 Udall Coach  
Robert Weiss, 7-8 Beach Coach

**CHEERLEADING**

Nicole Shaw, Udall 7-8 Co-Coach  
Priscilla McBride, Udall 7-8 Co-Coach  
Jillian Bohnaker, Beach 7-8 Beach Coach

**WINTER 2019-2020 HIGH SCHOOL COACHES**

**GIRLS BASKETBALL**

Christopher Scharf, Varsity Coach  
Charles (Kevin) Osburn, J.V. Coach

**BOYS BASKETBALL**

Thomas Cross, Varsity Coach  
Richard Zeitler, Assistant Varsity Coach  
John T. Denninger, J.V. Coach

**WRESTLING**

Nicholas LaGiglia, Varsity Coach  
Thomas Longobardi, Assistant Varsity Coach  
John Ferrara, J.V. Coach  
Tyler Walsh, Volunteer Coach Varsity and J.V.

**BOYS SWIMMING**

Thomas Loudon, Varsity Coach  
Edward Jablonski, Assistant Varsity Coach

**BOYS BOWLING**

James Farnworth, Varsity Coach

**GIRLS BOWLING**

Frank Franzone, Varsity Coach

**BOYS WINTER TRACK**

Anthony Yuli, Varsity Coach  
James Dooley, Assistant Varsity Coach

**GIRLS WINTER TRACK**

Michelle Studley, Varsity Coach  
Greg Ziems, Assistant Varsity Coach

OTHER, continued

WINTER 2019-2020 HIGH SCHOOL COACHES, continued

KICKLINE

Jessica Cichy, Varsity Coach

CHEERLEADING

Dina Barone, Varsity Coach

Steffanie Traver-Flinter, Assistant Varsity Coach

Lauren Brady, J.V. Coach

LATE WINTER 2020 MIDDLE SCHOOL COACHES

GIRLS BASKETBALL

Patrick Tunstead, 7-8 Beach Coach

WRESTLING

Robert Ulrich, 7-8 Udall Coach

Patrick Bell, 7-8 Beach Coach

BOYS VOLLEYBALL

James Klimkoski, 7-8 Udall Coach

Erin Bies, 7-8 Beach Coach

DISTRICT-WIDE PRINTING SERVICES 2019-2020

John Zuhoski, \$18,734

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WI  
**WEST ISLIP PUBLIC SCHOOLS**  
**INTEROFFICE MEMORANDUM**

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*Office of Curriculum & Instruction*  
631-930-1559

**TO:** Bernadette Burns  
**FROM:** Anne Rullan   
**DATE:** June 6, 2019  
**SUBJECT:** Curriculum Development Projects

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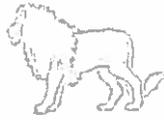
The following curriculum writing projects were submitted to the Curriculum Development Committee for consideration. I am requesting the projects be placed on the agenda for Board of Education approval at the June 13, 2019 meeting.

**Curriculum Writing Projects**

- Coding 6
- Technology 1
- Technology 2
- AP Biology
- AP Environmental Science

I am available should you need additional information.

Thank you.



**WIPS**

**WEST ISLIP PUBLIC SCHOOLS**

*The Michael and Christine Freyer Administration Building*

100 Sherman Avenue

West Islip, New York 11795

(631) 930-1559 • Fax (631) 893-3212

**Anne M. Rullan, Ed. D.**  
*Assistant Superintendent for  
Curriculum & Instruction*

TO: Bernadette Burns  
FROM: Dr. Anne Rullan   
DATE: June 6, 2019  
SUBJECT: Adoption of Textbook

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The following is a recommendation for expanding the use of the following textbook Pre-K through Grade 5.

Singapore Math Dimensions  
Author: Singapore Math Inc.  
Publisher: Singapore Math Inc.  
Copyright Date: 2017

I am available should you need any additional information.

Thank you.



**Continuing Teacher & Leader Education  
Professional Development Implementation Plan  
2019-2022**

*West Islip has 2020 vision!*

*Adopted by the Board of Education  
Date of Adoption*

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## **Introduction**

The West Islip Union Free School District is committed to raising the knowledge, skills, and opportunity of our faculty and staff to enhance students' cognitive, social, emotional and academic achievement throughout its schools.

Given that research indicates that teacher quality is the single most powerful influence on student achievement, it is essential to ensure that teachers are provided with ongoing, high quality professional development to sustain and enhance their practice. Professional development needs of the school community, including administrators and support personnel, must also be addressed to ensure a focus on continuous improvement for the achievement of all students.

These standards provide guidance for achieving high quality professional development planning, design, delivery and assessment, and should serve as a foundation for all professional development in our schools.

## **New York State's Requirements for Professional Development**

Commissioner's Regulation 80-3.6 (b)(1) requires that Professional certificate holders and Teaching Assistant III certificate holders complete professional development every five years (175 hours for teachers and school leaders and 75 hours for TA IIIs) in order to maintain their certification.

Commissioner's Regulation 100.2(dd) Professional Development requires each district and BOCES to adopt a professional development plan that meets the content requirements. The purpose of the plan shall be to improve the quality of teaching and learning by ensuring that teachers participate in substantial professional development in order that they remain current with their profession and meet the learning needs of their students.

Commissioner's Regulation 100.2(o) Annual Professional Performance Review (APPR) focuses on the process of teacher evaluation and improving professional practice in the context of local needs and resources. This regulation requires that those with unsatisfactory performance receive a teacher improvement plan with appropriate professional development.

## **Continuing Teacher and Leader Education (CTLE) Requirements for Holders of Professional Certification\* and Level III Teaching Assistant Certificate Holders**

### **Continuing Teacher and Leader Education (CTLE) Requirements for Classroom Teachers and School Leaders Holding a Professional Certificate and Level III Teaching Assistant Certificate Holders**

The Board of Regents, at its March 2016 meeting, adopted a new Subpart 80-6 of the Regulations of the Commissioner of Education to implement Chapter 56 of the Laws of 2015 relating to the registration process for any holder of a classroom teaching, school leader and teaching assistant certificate that is valid for life (Permanent, Professional and Level III Teaching Assistant) and the establishment of Continuing Teacher and Leader Education (CTLE) requirements for Professional and Level III Teaching Assistant certificate holders.

Individuals employed in NYS Charter or private schools are not required under the regulations to be registered or complete CTLE.

These new Registration and CTLE requirements **do not** apply to holders of Continuing Teaching Assistant certificates and Pupil Personnel Services (PPS) certificates, such as School Attendance Teachers, School Counselors, School Psychologists, School Social Workers, School Dental Hygiene Teachers and School Nurse Teachers.

### **Continuing Teacher and Leader Education (CTLE) Requirements**

Holders of Professional certificates in the classroom teaching service, educational leadership service and Level III teaching assistant certificate holders are required to successfully complete 100 clock hours of acceptable CTLE during the registration period if they practice in a NYS school district or BOCES. The CTLE requirement may be completed at any time during the registration period. CTLE completed during a prior registration period may not be carried over.

Permanent classroom teacher and school leader certificate holders practicing in New York State school districts or BOCES will be subject to Registration requirements, but will not be subject to CTLE.

Holders of Continuing Teaching Assistant certificates or Pupil Personnel Services (PPS) certificates, such as School Attendance Teachers, School Counselors, School Psychologists, School Social Workers, School Dental Hygiene Teachers and School Nurse Teachers, are not subject to Registration or CTLE requirements.

### **Acceptable Continuing Teacher and Leader Education (CTLE)**

Acceptable CTLE must be taken from a sponsor approved by the Department.

Acceptable CTLE shall be study in the content area of any certificate title held by the individual or in pedagogy, and include any required study in language acquisition addressing the needs of English language learners as described in section 80-6.3 of Commissioner's Regulations.

Acceptable CTLE must be conducted through activities designed to improve the teacher or leader's pedagogical and/or leadership skills, targeted at improving student performance, including but not limited to formal CTLE activities. Such activities shall promote the professionalization of teaching and educational leadership, as applicable, and be closely aligned to district goals for student performance.

### **Measurement of Continuing Teacher and Leader Education (CTLE)**

CTLE credit shall only be granted for CTLE acceptable to the Department and conducted by a sponsor approved by the Department.

For credit-bearing university or college courses, each semester-hour of credit shall equal 15 clock hours of CTLE credit, and each quarter-hour of credit shall equal 10 clock hours of CTLE credit. For all other approved continuing teacher and leader education courses, one CTLE credit hour shall constitute a minimum of 60 minutes of instruction/education.

## **Continuing Teacher and Leader Education (CTLE) Recordkeeping Requirements**

CTLE certificate holders shall maintain a record of completed CTLE, which shall include: the title of the program, the total number of hours completed, the number of hours completed in language acquisition addressing the need of English language learners, the sponsor's name and any identifying number, attendance verification, and the date and location of the program. Such records shall be retained for at least three years from the end of the registration period in which the CTLE was completed and shall be available for review by the Department upon request. Completion certificates are not to be submitted to the Office of Teaching Initiatives unless they are requested.

## **Adjustments to the Continuing Teacher and Leader Education (CTLE) Requirement**

An adjustment to the CTLE requirement, in terms of clock hours and/or the time for completing CTLE, may be granted by the Commissioner, provided that the CTLE certificate holder documents good cause that prevents compliance, which shall include any of the following reasons: poor health certified by a health care provider, extended active duty in the Armed Forces, or other good cause acceptable to the Department which may prevent compliance. The Department will not pre-approve adjustments prior to the conclusion of a five-year Registration period.

## **Continuing Teacher and Leader Education (CTLE) Language Acquisition Requirements**

Holders of Professional English to Speakers of Other Languages certificates or Bilingual Extension Annotations are required to complete a minimum of 50 percent of the required CTLE clock hours in language acquisition aligned with the core content area of instruction taught, including a focus on best practices for co-teaching strategies, and integrating language and content instruction for English language learners.

All other Professional certificate holders must complete a minimum of 15 percent of the required CTLE clock hours in language acquisition addressing the needs of English language learners, including a focus on best practices for co-teaching strategies, and integrating language and content instruction for English language learners.

Level III Teaching Assistant certificate holders must complete a minimum of 15 percent of the required CTLE clock hours dedicated to language acquisition addressing the needs of English language learners and integrating language and content instruction for English language learners.

A Language Acquisition Requirement table can be found at:  
[Language Acquisition Requirement Table](#)

## **Exemption from the Continuing Teacher and Leader Education (CTLE) Language Acquisition Requirements**

Classroom teachers, school leaders and Level III Teaching Assistants who are employed by a school district or BOCES with an approved exemption pursuant to section 154-2.3(k) shall be exempt from the language acquisition CTLE requirements prescribed in this subdivision for each such year that they practice in a New York State school district or BOCES with an approved exemption. Such exemption does not reduce the 100-hour requirement.

## **Continuing Teacher and Leader Education (CTLE) Requirements for National Board Certification Holders**

A holder of a certificate in the classroom teaching service who achieves certification from the National Board for Professional Teaching Standards shall be deemed to have met the CTLE requirement for the registration period in which such National Board Certification is achieved; provided that the CTLE certificate holder continues to meet the applicable required CTLE requirements in language acquisition as described above.

### **Notification of Name and/or Address Change**

Any change of name or address for a certificate holder must be updated by the holder in the TEACH system within thirty days of such change. A certificate holder who fails to inform the Department of his or her name or address change may be subject to moral character review.

## **New York State’s Professional Development Standards**

**Effective professional development fosters a culture of continuous improvement for all engaged in the learning endeavor.**

Practices address the needs of professionals throughout their careers and embrace other stakeholders as participants in learning. Activities are evaluated both for effectiveness and impact on student learning.

**Effective professional development is that which improves the learning of all students, including those with different educational needs, learning styles, and incremental abilities, and those from diverse cultural and linguistic backgrounds.**

**Professional development is most effective when there are clear research-based expectations for what teachers should know and be able to do to support student learning.**

These expectations are reflected in the New York State Code of Ethics for Educators, district Professional Development Plans, Annual Professional Performance Reviews, and Commissioner’s Regulations related to teacher preparation and certification. They are also enumerated and reflected in collective bargaining agreements, job descriptions and assignments, performance appraisal systems, systems of rewards and incentives for teachers, and in the design and content of teacher professional development.

**Professional development is most effective when it takes place in professional learning communities.**

These learning communities might take various forms, but they are all characterized by ongoing learning. They encourage individual and collaborative exploration, practice, and reflection. They foster collegiality and problem solving, and they emphasize continuous improvement in classrooms and schools.

**Professional development is most effective when there is collaborative leadership and shared responsibility for improving teaching and learning.**

Collaborative leadership for professional development recognizes that the pursuit of excellence is never-ending and embraces the individual and collective goals and talents of teachers, paraprofessionals, parents, school administrators, school boards, district and state staff, institutions of higher education, unions, and other stakeholders.

**Professional development is most effective when it is job embedded, directly relevant to classroom practice, provided over time, and when it provides opportunity for practice of new strategies, time to reflect on changes, and time to integrate new learning into the teaching practice.**

**Professional development is most effective when adequate resources are provided.** Resources include money, people, and time. Resources necessarily come from a variety of sources, and must be sufficiently sustained over time to insure the full impact of professional development. Resources are adequate when they ensure that all educators can study, practice, reflect, receive feedback on practice, and implement knowledge and skills necessary to be effective with their students and others.

## **The Ten Standards for High Quality Professional Development New York State Professional Development Standards and Indicators**

### **Standard 1: Designing Professional Development**

Professional development design is based on data, is derived from the experience, expertise and needs of the recipients, reflects best practices in sustained job-embedded learning, and incorporates knowledge of how adults learn.

**Indicators:**

- 1a. Professional development design begins with a needs assessment that is grounded in the analysis of multiple sources of disaggregated teaching and learning data.
- 1b. Professional development design is based on the learning styles of adult learners as well as the diverse cultural, linguistic, and experiential resources that they bring to the professional development activity.
- 1c. Professional development design is grounded in the New York State Learning Standards and student learning goals.
- 1d. The intended beneficiaries of professional development are substantively involved in all aspects of professional development design.
- 1e. Professional development design addresses the continuum of an educator's experience and level of expertise, and is based on an analysis of individual educator needs; current knowledge and skills; and district, building and educator learning goals.
- 1f. Professional development formats include, but are not limited to, lesson study, demonstrations, observations, analysis of student work and assessment data, collegial circles, feedback, action research, reflection, and opportunities for collaboration and problem solving.
- 1g. The format of professional development incorporates technologies to provide more extensive and diverse content, expand access and participation, and create virtual professional learning communities.
- 1h. Professional development is sustained over time and provides continued support such as follow-up, demonstrations, feedback on mastery of new knowledge and skills, peer coaching and mentoring, and continued opportunities for additional study.

**Standard 2: Content Knowledge and Quality Teaching**

Professional development expands all educators' content knowledge and the knowledge and skills necessary to provide developmentally appropriate instructional strategies and assess student progress.

**Indicators:**

- 2a. Professional development includes learning experiences and resources to ensure that educators understand how the subjects they teach address the New York State Learning Standards and the relationships between the subjects they teach and the other subjects in the curriculum.
- 2b. Professional development provides opportunities for educators to examine, observe, practice, and receive feedback on their use of research-based instructional strategies to improve their students' learning by utilizing methods such as peer review, coaching, mentoring, and modeling.
- 2c. Professional development provides ongoing opportunities for educators to examine a variety of classroom assessments, practice using them in their classrooms, and analyze the results to 1) understand and report on student achievement based on New York State Learning Standards, 2) identify gaps in student learning, and 3) adjust instruction.
- 2d. Professional development provides differentiated instructional strategies to meet the needs of diverse learners.
- 2e. Professional development ensures that educators have the knowledge and skills needed to develop and foster the critical thinking, problem solving, literacy, and technological skills that students need to be successful in the 21st century.
- 2f. Professional development provides the knowledge, skill, and opportunity for educators to make relevant connections between the subjects they teach and the applications of those subjects.

**Standard 3: Research-based Professional Learning**

Professional development is research-based and provides educators with opportunities to analyze, apply, and engage in research.

**Indicators:**

- 3a. Professional development is based on current research in teaching, learning, and leadership.
- 3b. Effective professional development ensures that all educators have the knowledge, skill, and opportunity to apply research to instructional decision making.
  - 3b.1. Professional development includes ongoing opportunities for educators to read and reflect on current research on topics that are of interest to them and that are consistent with state and local school improvement priorities.
  - 3b.2. Professional development involves discussion of research design, data collection, and analysis to assist teachers in understanding how to interpret research findings, particularly in areas where there may be competing perspectives and conclusions.
  - 3b.3. Professional development provides opportunities for educators to collaborate with higher education and other partners in action research to test their own hypotheses and to report the results about the impact of professional development programs or the effectiveness of particular instructional strategies and programs for educators and students.

**Standard 4: Collaboration**

Professional development ensures that educators have the knowledge, skill, and opportunity to collaborate to improve instruction and student achievement in a respectful and trusting environment.

**Indicators:**

- 4a. Professional development provides skills that educators need to communicate effectively, to listen to the ideas of others, to exchange and discuss ideas, to work in diverse teams, and to share responsibility for work toward a common goal.
- 4b. Professional development provides ongoing opportunities for educators to work with colleagues including teachers, principals, teaching assistants, librarians, counselors, social workers, psychologists, higher education faculty, and others critical to student success.
- 4c. Professional development maximizes the use of technology to broaden the scope of collaboration.

**Standard 5: Diverse Learning**

Professional development ensures that educators have the knowledge and skill to meet the diverse needs of all students.

**Indicators:**

- 5a. Professional development focuses on developing educators' knowledge of the learning styles, needs, and abilities of their students, as well as the diverse cultural, linguistic, and experiential resources that their students bring to the classroom.
- 5b. Professional development provides opportunities for educators to develop the knowledge and skills necessary to design and implement differentiated instructional and assessment strategies that utilize diverse student, family and community resources, and that meet diverse student learning needs.
- 5c. Professional development provides opportunities for educators to examine their practice in setting and maintaining high expectations for all students to enable them to attain high levels of achievement.

**Standard 6: Student Learning Environments**

Professional development ensures that educators have the knowledge and skill to create safe, secure, supportive, and equitable learning environments for all students.

**Indicators:**

- 6a. Professional development provides opportunities for educators to create a safe, inclusive, equitable learning community where everyone participates in maintaining a climate of caring, respect, and high achievement.
- 6b. Professional development provides opportunities for educators to collaborate with school psychologists and social workers to develop effective strategies for student behavior and classroom management, and to seek creative solutions to conflicts.
- 6c. Professional development provides opportunities for educators to analyze and use data about student behavior (such as discipline referrals, suspension information, school climate surveys, and social-emotional data) to refine educational practices and promote optimal learning environments.

**Standard 7: Parent, Family and Community Engagement**

Professional development ensures that educators have the knowledge, skills, and opportunity to engage and collaborate with parents, families, and other community members as active partners in children's education.

**Indicators:**

- 7a. Professional development provides opportunities for educators to develop communication and collaboration skills that enable them to build partnerships with parents, guardians, and the community.
- 7b. Professional development enhances educators' knowledge of varying cultural backgrounds of students, families, and the community, and of how the diversity of these cultural backgrounds can serve as foundations and resources for student learning and success.
- 7c. Professional development includes opportunities for educators to develop skills and strategies that use technology to strengthen partnerships with parents, families, and the community.

**Standard 8: Data-driven Professional Practice:**

Professional development uses disaggregated student data and other evidence of student learning to determine professional development learning needs and priorities, to monitor student progress, and to help sustain continuous professional growth.

**Indicators:**

- 8a. Professional development ensures ongoing opportunities for all educators to learn how to analyze and collect multiple sources of student data throughout the year, to monitor student progress and adjust instructional practice.
- 8b. Professional development provides educators with the opportunity to examine all relevant student data, including Individual Education Plans (IEPs), at the beginning and throughout the academic school year, in order to design effective instruction.
- 8c. Professional development provides educators with current, high quality data analysis presented in a clear, understandable format, to promote optimal student learning.
- 8d. Professional development provides opportunities for educators to use results from local, state and national assessments; student work samples and portfolios; school climate, parent, and teacher surveys; and student behavior data to guide their instruction.
- 8e. Professional development provides ongoing opportunities for educators to use disaggregated student data by race, gender, English language learning, special needs, eligibility for free or reduced price meals, and other factors in order to improve student learning.

## **Standard 9: Technology**

Professional development promotes technological literacy and facilitates the effective use of all appropriate technology.

### **Indicators:**

- 9a. Professional development ensures ongoing educator and student technological literacy.
- 9b. Professional development provides ongoing opportunities for educators to learn about new and emerging technologies useful in professional teaching practice.
- 9c. Professional development facilitates the ability of educators to apply technologies to create optimal and equitable learning environments.
- 9d. Professional development promotes technology as a tool to design learning opportunities, to evaluate the effectiveness of instruction, and to monitor student learning.
- 9e. Professional development encourages educators to engage with students in using available technology as it relates to curricular activities, and to assist students in using technology in innovative ways.
- 9f. Professional development provides educators with opportunities to learn and use technology for communication and collaboration.
- 9g. Professional development addresses the legal and ethical uses of technology.

## **Standard 10: Evaluation**

Professional development is evaluated using multiple sources of information to assess its effectiveness in improving professional practice and student learning.

### **Indicators:**

- 10a. Resources are provided to plan and conduct ongoing evaluation of professional development.
- 10b. Professional development evaluation uses multiple measures to assess effectiveness of the knowledge and skill acquired in improving professional practice and student learning (such as the use of new learning in instructional planning, the use of student data for the development and adaptation of teaching strategies, or the enhanced student performance following the application of a different teaching strategy).
- 10c. Professional development evaluation includes the use of multiple methods and techniques that provide information to ensure ongoing improvements in the quality of the professional development experience (such as participant reactions, surveys, focus groups, interviews, reflective journals, portfolios, or information about student behavior or performance).
- 10d. Professional development evaluation results are reported to key stakeholder groups in a manner that promotes effective use of the evaluation data for improving both individual educator practice and building and district-wide professional development plans.

## Professional Development Committee Responsibilities

The Professional Development Committee will participate in the following:

1. Goal-setting
  - Student needs
  - Teacher content and training needs
  - Curricular needs
  - State and district initiatives
  - District resources
2. Plan implementation
  - Yearly theme or focus
  - Utilization of after-school PD hours
  - Use of Superintendent's Conference Days
  - Professional Development Google Calendar
  - Use of department and faculty meetings
3. Needs analysis – an analysis of the following, but not limited to, will be used to plan for professional development:
  - NYS assessments
  - District common assessments
  - Needs assessment surveys
  - Graduation and drop-out rates
  - Longitudinal data
  - Regional data
  - Programmatic, instructional and curricular needs as suggested by Curriculum Council, Multi-tiered System of Support (MTSS) Teams, Technology Committee, Building Data Teams, etc.
  - Budgetary considerations
4. Evaluating/modifying plan
  - Formally reviewed and adjusted annually
  - Review of District's progress in meeting identified goals
  - Review input from Curriculum Council, Multi-tiered System of Support Teams, Technology Committee, Building Data Teams, etc.
  - Use faculty and staff surveys to determine efficacy and future needs
5. Planning/developing professional development opportunities
  - Completing a minimum of ten hours of professional development annually during non-school hours (contractual)
  - Participation in designated Superintendent's Conference Days
  - Participation in released-time professional development

### Three Year Professional Development Goals

Year	Goals
2019-2020	<ul style="list-style-type: none"> <li>• Provide all faculty and staff with PD calendar and expectations for the school year at the opening of school via Faculty Handbook (Google Site) and PD Google Calendar.</li> <li>• Design Professional Development opportunities to include:               <ul style="list-style-type: none"> <li>○ Alignment with District initiatives and goals                   <ul style="list-style-type: none"> <li>▪ Pre-Kindergarten Implementation (PK)</li> <li>▪ Implementation of the STEM Academy (High School)</li> <li>▪ Google Suite for Educators (SAMR Model)</li> <li>▪ Mental &amp; Emotional Wellness (K-12)                       <ul style="list-style-type: none"> <li>• Mindfulness</li> <li>• Growth Mindset</li> <li>• Social Workers using HealthSmart (K-8)</li> </ul> </li> <li>▪ English as a New Language</li> <li>▪ Reading &amp; Writing Units of Study (K-5)</li> <li>▪ Developing a Culture of Literacy (K-5)</li> <li>▪ Writing in the Content Areas (6-12)</li> <li>▪ Singapore Math (Dimensions) K-3</li> <li>▪ Multi-tiered System of Support (MTSS) (K-12)                       <ul style="list-style-type: none"> <li>• PBIS (K-5)</li> <li>• Literacy &amp; Math (K- 8)</li> <li>• Attendance (K-12)</li> <li>• HS MTSS Team Training (9-12)</li> </ul> </li> <li>▪ Implementation of Social Studies Inquiries (K-5)</li> <li>▪ Standards-based grading (K-5 and pilot classrooms 6-12)</li> <li>▪ Effective use of instructional technology resources</li> </ul> </li> <li>○ Review of participants’ feedback</li> </ul> </li> <li>• Review of professional development opportunities</li> </ul>
2020-2021	<ul style="list-style-type: none"> <li>• Provide all faculty and staff with PD calendar and expectations for the school year at the opening of school via Faculty Handbook (Google Site) and PD Google Calendar.</li> <li>• Design Professional Development opportunities to include:               <ul style="list-style-type: none"> <li>○ Alignment with District initiatives and goals                   <ul style="list-style-type: none"> <li>▪ Pre-Kindergarten Support (PK)</li> <li>▪ Support of the STEM Academy (High School)</li> <li>▪ Google Suite for Educators (SAMR Model)</li> <li>▪ Mental &amp; Emotional Wellness (K-12)                       <ul style="list-style-type: none"> <li>• Mindfulness</li> <li>• Growth Mindset</li> <li>• Social Workers using HealthSmart (K-8)</li> </ul> </li> <li>▪ English as a New Language</li> <li>▪ Reading &amp; Writing Units of Study support (K-5)</li> <li>▪ Developing a Culture of Literacy (K-5)</li> <li>▪ Writing in the Content Areas Support (6-12)</li> <li>▪ Singapore Math (Dimensions) K-4</li> <li>▪ Multi-tiered System of Support (MTSS) (K-12)                       <ul style="list-style-type: none"> <li>• PBIS (PK-8)</li> <li>• Literacy &amp; Math (K- 8)</li> <li>• Use of common assessments as benchmarks (6-12)</li> <li>• Attendance (K-12)</li> </ul> </li> </ul> </li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>▪ Standards-based grading (K–5 and additional pilot classrooms 6-12)</li> <li>▪ Effective use of instructional technology resources <ul style="list-style-type: none"> <li>○ Review of participants’ feedback</li> </ul> </li> <li>• Review of professional development opportunities</li> </ul>
2021-2022	<ul style="list-style-type: none"> <li>• Provide all faculty and staff with PD calendar and expectations for the school year at the opening of school via Faculty Handbook (Google Site) and PD Google Calendar.</li> <li>• Design Professional Development opportunities to include: <ul style="list-style-type: none"> <li>○ Alignment with District initiatives and goals <ul style="list-style-type: none"> <li>▪ Pre-Kindergarten Support (PK)</li> <li>▪ Support of the STEM Academy (High School)</li> <li>▪ Possible Implementation of a Second Academy</li> <li>▪ Google Suite for Educators (SAMR Model)</li> <li>▪ Mental &amp; Emotional Wellness (K-12) <ul style="list-style-type: none"> <li>• Mindfulness</li> <li>• Growth Mindset</li> <li>• Social Workers using HealthSmart (K-8)</li> </ul> </li> <li>▪ English as a New Language</li> <li>▪ Developing a Culture of Literacy (K-5)</li> <li>▪ Writing in the Content Areas Support (6-12)</li> <li>▪ Singapore Math (Dimensions) K-45</li> <li>▪ Multi-tiered System of Support (MTSS) (K-12) <ul style="list-style-type: none"> <li>• PBIS (PK-12)</li> <li>• Literacy &amp; Math (K- 8)</li> <li>• Use of common assessments as benchmarks (6-12)</li> <li>• Attendance (K-12)</li> </ul> </li> <li>▪ Implementation of Social Studies Inquiries (K-5)</li> <li>▪ Standards-based grading (K–5 and additional pilot classrooms 6-12)</li> </ul> </li> <li>▪ Effective use of instructional technology resources <ul style="list-style-type: none"> <li>○ Review of participants’ feedback</li> </ul> </li> </ul> </li> </ul>

# Professional Development Plan

## Background

The Professional Development (PD) Committee is comprised of three teachers, three administrators, and the Assistant Superintendent for Curriculum & Instruction as the facilitator. The role of the PD Committee is to review all professional development dates and topics to make recommendations to the Superintendent. In an attempt to provide equitable expectations for all teachers and to limit the impact to instructional time, the following is proposed:

- Utilizing Superintendent Conference Days
- Utilizing the contractual ten hours of after-school PD equitably providing more choice for teachers and administrators
- Providing professional development during the school day when warranted

Professional development dates for the school year will be determined prior to the end of the prior school year. Particular attention will be given to avoid conflicts with faculty, district committee, and West Islip Teacher Association meetings. Additional professional development opportunities are offered throughout the school year based on teacher requests, department and building requests, and recommendations from Curriculum Council, Technology Committee, and the Positive Behavioral Intervention Support Committee.

## Expectations

- All teachers are expected to complete a minimum of ten hours of after-school professional development
- All teachers are responsible for keeping track of their hours. 10PD will be placed at the end of the topics in Frontline Education Professional Growth (formerly MLP) for ease of tracking.
- All teachers are expected to remain for the entire length of time designated for each workshop.
- ***All PD listed is mandatory with the exception of any PD noted as optional.*** The District will provide professional development opportunities that align with the District's vision, goals and initiatives.

## Important Information

- A Professional Development Calendar is available electronically via West Islip School District's PD Google Calendar.
- All professional development is tracked through Frontline Education Professional Growth.
- Any approved changes to the PD Calendar will be updated on the Professional Development Calendar and an e-mail will be sent alerting faculty of a change through the Department Director or Building Principal.
- A generic survey is available in Frontline Education Professional Growth for participants to provide feedback for each workshop offered.

## **Mentor Program**

The Mentor Program is a part of the district's Professional Development Plan. Qualified mentors will be selected from a pool of applicants in consultation with the Superintendent of Schools or his/her designee and the Mentor Program Coordinator.

A stipend in accordance with the West Islip Teachers' Association contract will be provided for the position of Program Coordinator. The Program Coordinator will be a WITA member who will, among other things, obtain and disseminate materials, assure that on-going meetings between mentors and mentees are taking place, serve as a problem-solving resource, and provide the required mentor training workshops. (S)he will also serve as a member of the Professional Development Committee.

A stipend in accordance with the West Islip Teacher Association's contract will be provided for each mentor.

Potential mentors will attend a mandatory introductory seminar in order to apply for the position. The seminar will review the requirements, duties, and responsibilities of a mentor.

### *Mentors will:*

- Attend a training workshop of at least 8 hours.
- Keep a running log of mentor/mentee interactions. This will include the names and teacher certificate numbers of beginning teachers served and their mentors; types of mentoring activities, and the number of hours of mentoring each beginning teacher received. Activities will include but not be limited to modeling instruction, observation and lesson planning with the new teacher, team teaching, peer coaching, and orientation of the new teacher to school culture.
- Meet with mentees before, during, or after the school day for approximately 30 minutes each week. The meeting time, if done during the school day, may not take place during any supervision, duty, or prep assignments a mentor or mentee may have.
- Mentors/mentees may be given five days of release time to conduct mentoring activities.
- Mentors should (if possible) have the same or similar certifications as their mentees.
- Mentors should (if possible) be in the same building as their mentees.

Note: Information emerging from mentoring activities and the mentoring relationship is confidential and may not be used to evaluate or discipline a new teacher. No discussions among administrators or supervisors will take place with the mentor regarding the mentee. Mentors will not play a role in any form of official observations or tenure recommendations.

## **Four-Year Probationary Teachers**

### **Year 1 ~ Teacher as Reflective Practitioner**

The focus of the Year 1 portfolio is reflection. It will provide teachers with the opportunity to reflect on their beliefs, practices and goals. A “Letter to the Reader” provides an introduction to the teacher and his/her class and helps to provide a context for the artifacts and reflections that follow.

#### **Outcomes:**

*Through the selection of representative artifacts/data and teacher commentary, the portfolio will show evidence of:*

- Thoughtful/reflective practice
- Effective communication
- Assessment-self and student
- Collegiality
- History-professional
- Inquiry/continuous learning
- New ideas and understandings
- Goals/philosophy/beliefs

#### **Possible Artifacts:**

- Overview or descriptions of courses taught
- Assignments or exams
- Classroom activities, lessons, units
- Checklists, rubrics, or other assessment criteria
- Student work with teacher comments
- Description of a classroom routine or process, with rationale
- Samples of parent interaction (phone call logs, letters/forms sent home, description of meetings held, etc.)
- Classroom materials such as handouts or overheads
- Innovative instructional materials
- Descriptions of professional development experiences
- Student evaluations/reflections

#### **Possible Reflections:**

- Reflections on mentor visit
- Reflections on administrative observation
- Self-evaluation of all kinds
- Narrative accounts of problem-solving
- Responses to case studies and scenarios about teaching
- Journals documenting thoughtfulness about instructional issues
- Assessments and adjustment of stated goals, philosophy or beliefs
- Reflection on effectiveness of a process or routine
- Responses to/reflection on professional development experiences

## Year 2 ~ Teacher as Assessor

The focus of the Year 2 portfolio is classroom assessment. In a “Letter to the Reader”, the teacher will identify two goals, needs or interests related to the design and implementation of the classroom assessments, explaining the rationale behind and potential gain from this focus. Their portfolios will show their process and progress.

### **Outcomes:**

*Through the selection of representative artifacts/data and teacher comments, the portfolio will show evidence of an assessment system which includes:*

- Alternative assessment practices
- Student-centered learning
- Standards-based assessment
- Explicit criteria
- Student and teacher reflections
- Multiple intelligences and learning styles
- Engagement and relevance to students
- Natural connections between disciplines
- Task and lesson congruence

### **Possible Artifacts:**

- Overview or descriptions of courses taught
- Sample assignments or exams
- Drafts of activities, lessons, units intervention plans
- Description of student case study
- Checklists, rubrics, or other assessment criteria
- Student work with teacher comments
- Description of an assessment routine or process
- Classroom materials such as handouts or overheads
- Innovative instructional materials
- Descriptions of professional development experiences related to teacher stated assessment goals for the year
- Student evaluations/reflections

### **Possible Reflections:**

- Reflections on a previously implemented activity, lesson, unit or action
- Reflection on effectiveness of a process or routine
- Reflections on administrative observation and/or conference
- Self-evaluation of all kinds
- Responses to case studies and/or scenarios about teaching
- Journals documenting thoughtfulness about instructional issues resulting from the focus on design process
- Responses to/reflection on professional development experiences
- Assessment and adjustment of stated goals, philosophy or beliefs based on this year’s work

## Year 3 ~ Teacher as Researcher

The focus of the Year 3 Portfolio is action research. In a brief introductory statement, teachers will identify and explain how they plan to pursue a particular educational issue, question, concern or goal that directly relates to their teaching experience. Their action research will be carried out in the context of the daily classroom and will have direct implications for both teachers and students.

### **Outcomes:**

*The portfolio will show evidence of:*

- Reflective practice
- Evaluation
- Supporting data
- Explanations of expectations, process and results
- Ability to give, receive and use feedback
- Rigor and resources
- Criteria
- How action research impacts teaching practice

### **Possible Artifacts:**

- Overview or descriptions of action research question and plan for implementation
- Classroom activities or assessments
- Checklists, rubrics or other assessment criteria
- Student work or observations, with teacher comments
- Student evaluations/reflections
- Description of a classroom routine or process, with rationale
- Samples of parent interaction (phone call logs, letters/forms sent home, description of meetings held, etc.)
- Classroom materials such as handouts or overheads
- Innovative instructional materials
- Descriptions of professional development experiences as related to action research question

### **Possible Reflections:**

- Self-evaluation of all kinds
- Narrative accounts of action research process
- Responses to case studies and scenarios about teaching
- Journals documenting thoughtfulness about action research focus
- Reflection on collegial feedback
- Responses to/reflection on professional development experiences as related to action research
- Assessment and adjustment of stated goals, philosophy or beliefs based on this year's work

## Year 4 ~ Teacher as a Leader

The focus of the Year 4 Portfolio is the teacher as a leader. The Teacher Leader Model Standards are intended to codify, promote, and support teacher leadership as a vehicle for transforming schools to meet the needs of 21st-century learners. The Standards instead describe seven domains of leadership. Each domain is further developed and supported by a list of functions that a teacher leader who is an expert in that domain might perform. A “Letter to the Reader” provides an introduction to the teacher and his/her class and helps to provide a context for the artifacts and reflections that follow.

In a brief introductory statement, the teacher leader will choose one of the domains, create an action plan to support the domain, and provide evidence as listed in the list of functions that a teacher leader who is an expert in that domain might perform.

Domain I: Fostering a Collaborative Culture to Support Educator Development and Student Learning

Domain II: Accessing and Using Research to Improve Practice and Student Learning

Domain III: Promoting Professional Learning for Continuous Improvement

Domain IV: Facilitating Improvements in Instruction and Student Learning

Domain V: Promoting the Use of Assessments and Data for School and District Improvement

Domain VI: Improving Outreach and Collaboration with Families and Community

Domain VII: Advocating for Student Learning and the Profession

More information can be found at [http://www.teacherleaderstandards.org/standards\\_overview](http://www.teacherleaderstandards.org/standards_overview)

### Outcomes:

*The portfolio will demonstrate evidence of the functions listed under the domain chosen:*

### **Domain 1: Fostering a Collaborative Culture to Support Educator Development and Student Learning**

The teacher leader is well versed in adult learning theory and uses that knowledge to create a community of collective responsibility within his or her school. In promoting this collaborative culture among fellow teachers, administrators, and other school leaders, the teacher leader ensures improvement in educator instruction and, consequently, student learning.

### Functions

The teacher leader:

- a) Utilizes group processes to help colleagues work collaboratively to solve problems, make decisions, manage conflict, and promote meaningful change;
- b) Models effective skills in listening, presenting ideas, leading discussions, clarifying, mediating, and identifying the needs of self and others in order to advance shared goals and professional learning;
- c) Employs facilitation skills to create trust among colleagues, develop collective wisdom, build ownership and action that supports student learning;
- d) Strives to create an inclusive culture where diverse perspectives are welcomed in addressing challenges; and
- e) Uses knowledge and understanding of different backgrounds, ethnicities, cultures, and languages to promote effective interactions among colleagues.

## **Domain 2: Accessing and Using Research to Improve Practice and Student Learning**

The teacher leader keeps abreast of the latest research about teaching effectiveness and student learning, and implements best practices where appropriate. He or she models the use of systematic inquiry as a critical component of teachers' ongoing learning and development.

### **Functions**

The teacher leader:

- a) Assists colleagues in accessing and using research in order to select appropriate strategies to improve student learning;
- b) Facilitates the analysis of student learning data, collaborative interpretation of results, and application of findings to improve teaching and learning;
- c) Supports colleagues in collaborating with the higher education institutions and other organizations engaged in researching critical educational issues; and
- d) Teaches and supports colleagues to collect, analyze, and communicate data from their classrooms to improve teaching and learning.

## **Domain 3: Promoting Professional Learning for Continuous Improvement**

The teacher leader understands that the processes of teaching and learning are constantly evolving. The teacher leader designs and facilitates job-embedded professional development opportunities that are aligned with school improvement goals.

### **Functions**

The teacher leader:

- a) Collaborates with colleagues and school administrators to plan professional learning that is team-based, job-embedded, sustained over time, aligned with content standards, and linked to school/district improvement goals;
- b) Uses information about adult learning to respond to the diverse learning needs of colleagues by identifying, promoting, and facilitating varied and differentiated professional learning;
- c) Facilitates professional learning among colleagues;
- d) Identifies and uses appropriate technologies to promote collaborative and differentiated professional learning;
- e) Works with colleagues to collect, analyze, and disseminate data related to the quality of professional learning and its effect on teaching and student learning;
- f) Advocates for sufficient preparation, time, and support for colleagues to work in teams to engage in job-embedded professional learning;
- g) Provides constructive feedback to colleagues to strengthen teaching practice and improve student learning; and
- h) Uses information about emerging education, economic, and social trends in planning and facilitating professional learning.

#### **Domain 4: Facilitating Improvements in Instruction and Student Learning**

The teacher leader possesses a deep understanding of teaching and learning, and models an attitude of continuous learning and reflective practice for colleagues. The teacher leader works collaboratively with fellow teachers to constantly improve instructional practices.

##### **Functions**

The teacher leader:

- a) Facilitates the collection, analysis, and use of classroom- and school-based data to identify opportunities to improve curriculum, instruction, assessment, school organization, and school culture;
- b) Engages in reflective dialog with colleagues based on observation of instruction, student work, and assessment data and helps make connections to research-based effective practices;
- c) Supports colleagues' individual and collective reflection and professional growth by serving in roles such as mentor, coach, and content facilitator;
- d) Serves as a team leader to harness the skills, expertise, and knowledge of colleagues to address curricular expectations and student learning needs;
- e) Uses knowledge of existing and emerging technologies to guide colleagues in helping students skillfully and appropriately navigate the universe of knowledge available on the Internet, uses social media to promote collaborative learning, and connects with people and resources around the globe; and
- f) Promotes instructional strategies that address issues of diversity and equity in the classroom and ensures that individual student learning needs remain the central focus of instruction.

#### **Domain 5: Promoting the Use of Assessments and Data for School and District Improvement**

The teacher leader is knowledgeable about the design of assessments, both formative and summative. He or she works with colleagues to analyze data and interpret results to inform goals and to improve student learning.

##### **Functions**

The teacher leader:

- a) Increases the capacity of colleagues to identify and use multiple assessment tools aligned to state and local standards;
- b) Collaborates with colleagues in the design, implementation, scoring, and interpretation of student data to improve educational practice and student learning;
- c) Creates a climate of trust and critical reflection in order to engage colleagues in challenging conversations about student learning data that lead to solutions to identified issues; and
- d) Works with colleagues to use assessment and data findings to promote changes in instructional practices or organizational structures to improve student learning.

## **Domain 6: Improving Outreach and Collaboration with Families and Community**

The teacher leader understands the impact that families, cultures, and communities have on student learning. As a result, the teacher leader seeks to promote a sense of partnership among these different groups toward the common goal of excellent education.

### **Functions**

The teacher leader:

- a) Uses knowledge and understanding of the different backgrounds, ethnicities, cultures, and languages in the school community to promote effective interactions among colleagues, families, and the larger community;
- b) Models and teaches effective communication and collaboration skills with families and other stakeholders focused on attaining equitable achievement for students of all backgrounds and circumstances;
- c) Facilitates colleagues' self-examination of their own understandings of community culture and diversity and how they can develop culturally responsive strategies to enrich the educational experiences of students and achieve high levels of learning for all students;
- d) Develops a shared understanding among colleagues of the diverse educational needs of families and the community; and
- e) Collaborates with families, communities, and colleagues to develop comprehensive strategies to address the diverse educational needs of families and the community.

## **Domain 7: Advocating for Student Learning and the Profession**

The teacher leader understands the landscape of education policy and can identify key players at the local, state, and national levels. The teacher leader advocates for the teaching profession and for policies that benefit student learning.

### **Functions**

The teacher leader:

- a) Shares information with colleagues within and/or beyond the district regarding how local, state, and national trends and policies can impact classroom practices and expectations for student learning;
- b) Works with colleagues to identify and use research to advocate for teaching and learning processes that meet the needs of all students;
- c) Collaborates with colleagues to select appropriate opportunities to advocate for the rights and/or needs of students, to secure additional resources within the building or district that support student learning, and to communicate effectively with targeted audiences such as parents and community members;
- d) Advocates for access to professional resources, including financial support and human and other material resources, that allow colleagues to spend significant time learning about effective practices and developing a professional learning community focused on school improvement goals; and
- e) Represents and advocates for the profession in contexts outside of the classroom.

**Possible Artifacts:**

- Overview or descriptions of Domain Action Plan for implementation
- Grade Level, Department, and/or Building Activities
- Grade Level, Department, and/or Building Professional Development
- Program review study
- Common assessments with blueprint or skills map
- Student evaluations/reflections
- Overview of success with innovative instructional materials
- Descriptions of professional development experiences as related to Domain Action Plan

**Possible Reflections:**

- Self-evaluation of all kinds
- Narrative accounts of Domain Action Plan process
- Responses to case studies and scenarios about Domain
- Reflection on collegial feedback
- Responses to/reflection on professional development experiences as related to Domain

## **Frequently Asked Questions New Registration and CTLE Requirement**

### **General Registration and CTLE Information**

**1. When will the TEACH system, new registration and sponsor approval process be piloted to the field? What is NYSED’s timeline for implementation?**

The TEACH system and new registration system is tentatively scheduled to be piloted in early June and is planned to go operational in mid-June. Once the system is operational, registration may begin and NYS school districts that want to become CTLE sponsors may begin the approval process. The new 100 hour CTLE requirement officially begins on July 1, 2016 for holders of professional certificates in the classroom teaching and educational leadership service and Level III teaching assistants.

**2. When exactly does the new registration and CTLE requirement begin?**

The new registration and CTLE requirement begins on July 1, 2016.

**3. Does the Department plan to repeal or rescind the law?**

The Department cannot rescind or repeal the law, we can only advocate for its repeal—this would have to ultimately be decided by the Commissioner and the Board of Regents. The Regulations developed by the Department (in consultation with experts and stakeholders in the field) implement the new law and represent areas of consensus among those consulted. In addition, the Department drafted the Regulations with the intention of making the process as user-friendly as possible for those who have to register and apply for sponsor approval, while remaining within the confines of the new law.

**4. Who gets the money from the late registration fee?**

The fees will go directly to the Office of Teaching Initiatives account in order to fund the staff and work involved in the new registration and CTLE process. In addition, please note that while the Regulations (consistent with the law) allow for a late registration fee, the Department will not be implementing this during the first five-year registration period recognizing that we are in a transition phase of implementation.

**5. How will materials be distributed to the field?**

Communication materials and guidance to the field will be distributed by NYSED. The first level of communication will be to District Superintendents and Superintendents, and the Department will ask that they distribute the materials to employees in their districts. NYSED will also send out communications to the field based on the TEACH system. In addition, communications as well as this FAQ will be publicly posted on the NYSED website. RCOs are being trained on the new registration and CTLE requirement in order to provide support to certificate holders during the implementation of the new law. Last, to ensure successful implementation of these requirements, please make sure your TEACH account has your current mailing and email information.

**6. Have stakeholders such as NYSUT been engaged in the process of understanding how registration and CTLE implementation will take place?**

Stakeholders, including NYSUT, UFT, NYSSBA, NYSCOSS, and district superintendents were asked to provide guidance on key components of the draft regulations. The Department specifically sought guidance on the definition of “practicing” for purposes of registration and CTLE, the timing of registration and re-registration, the definition of “resuming practice” for teachers who become inactive,

the sponsor approval process, and whether districts and BOCES should continue to be required to submit professional development plans. The Department plans to continue engagement with stakeholders throughout the implementation process.

**7. The new law references a potential moral character review if a certificate holder fails to register—how will this be implemented?**

The law states that a willful failure to register, or provide notice within 180 days of such change, may constitute grounds for moral character review. This specific issue of the possibility of action against a teacher’s certificate for failure to provide notice of a change of address is pursuant to the statute, Education Law section 3006(3)(d), which was passed by the Legislature and signed into law by the Governor, and states that a “willful failure to register or provide such notice (change of name or address) within 180 days of such change may constitute grounds for moral character review...” The regulations before the Board in June do not address the issue of Part 83 review based on failure of a teacher to provide notice of a change in address, though they do provide that willful failure to register may be grounds for Part 83 review and they also repeat, without change, the language of Education Law section 3006-a(3) relating to Part 83 review when a teacher is denied registration based on failure to complete continuing education requirements.

However, it is important to note that in this particular situation, the law allows for SED discretion. Given the authority provided within the law, it is important to note that the Department recognizes that this is a transition period, and that we have no plans to pursue Part 83 moral character review for anyone who may fail to register or update their name and/or address. In the event that a certificate holder who must register fails to do so, the Department will contact the individual several times to make them aware of their responsibility under the law. In addition, the Department has interpreted a “willful failure to register” to mean a failure to register after being notified of the need to register by the Department at least several times.

## **Requirements of Individual Certificate Holders**

### **1. Can professional development completed before registration be counted towards the 100 hours required during a five year period, or does the five years begin on the day you register?**

CTLE completed from an approved sponsor on or after July 1, 2016, but before the individual's birthday month (at which time the individual must register) will be permissible. However, CTLE hours cannot be carried over from one five year registration period to a subsequent five year period.

### **2. Will it be possible to register early? For example, if ones' birthday month is in September, may they register in August?**

It will be possible to register early through the TEACH system, but we are encouraging people to wait for their birthday month so that the TEACH system is not overwhelmed. The TEACH system will allow for registration beginning in early June 2016.

### **3. Is registration automatic when moving from an initial to a professional certification?**

Yes, when an individual moves from an initial to professional certification or is issued his/her first professional certification, he/she is registered with the Department automatically.

### **4. How are the 100 hours tracked in the TEACH account?**

The Department will ask that the certificate holder attest to his/her completion of the 100 hours prior to his/her re-registration. He/she will also be responsible to retain a record of the CTLE programs attended and the number of hours completed. Certificate holders will attest that they have completed the 100 hours of required CTLE, must retain records of completed CTLE, and must provide documentation if requested showing that they have complied with the CTLE requirement.

No. An individual with multiple certificates registers only once. Similarly, there is only one 100 hour CTLE requirement per person.

### **6. As the regulations are drafted, those certificate holders not practicing and/or cease to practice in an applicable school in New York must notify the Department. How will this be communicated to those not practicing?**

All certificate holders that have a valid email address on TEACH will be sent information regarding the requirements. The Office of Teaching website includes information regarding the requirements.

### **7. What adjustments may be made, if any, for those completing the required CTLE hours?**

An adjustment to the CTLE requirement prescribed, in terms of clock hours and/or the time for completing CTLE, may be granted by the Commissioner provided that the CTLE certificate holder documents good cause that prevents compliance, which shall include any of the following reasons: poor health certified by a health care provider, extended active duty in the Armed Forces, or other good cause acceptable to the Department which may prevent compliance. Individuals will be able to apply for and request an adjustment on TEACH. In addition, a peer review teacher, or a principal acting as an independent trained evaluator, conducting a classroom observation as part of the teacher evaluation system pursuant to Section 3012-d may credit his/her time towards meeting his/her CTLE.

The proposed amendment also provides that the 100 hour CTLE requirement will be deemed to have been met for a holder of a teaching certificate who achieves certification from the National Board for Professional Teaching Standards for the registration period in which such National Board certification is achieved, provided that the candidate meets the CTLE requirements in language acquisition, to the extent required. Last, please note that for credit-bearing university or college courses, each semester-hour of

credit shall equal 15 clock hours of CTLE credit, and each quarter-hour of credit shall equal 10 clock hours of CTLE credit for purposes of this section. For all other approved continuing teacher and leader education courses, one CTLE credit hour shall constitute a minimum of 60 minutes of instruction/education.

**8. Will SED now have data about actual experiences that teachers engage in (other than the attestation of hours)? Is this the intent of the statute?**

NYS School Districts, NYS IHE's, NYS Teacher Centers, NYS Unions approved as CTLE sponsors will not be required to provide the Department with CTLE activities provided. They will, however, be required to maintain (for eight years) a record of those who attended CTLE they provided. For additional information on this, please see FAQ # 4 under "District, BOCES, and Sponsor Responsibilities."

**9. Is the new registration and CTLE requirement duplicating the existing professional development plan procedures? Is this the intent?**

No, the new registration and CTLE requirement does not duplicate the existing professional development requirement. Rather, it replaces the former 175 hour requirement.

**10. How does the Department plan on getting communications out to those who are not practicing or cease to practice in New York? This is important because those certificate holders not practicing or who cease to practice in NY must notify the Department that he/she is not practicing. What mechanisms does the Department have for communicating with non-practicing certificate holders?**

As a first means of communication, the Department will be providing all information related to the new registration and CTLE requirement on the Office of Teaching Initiatives website. In addition, the Department will ask that NYSUT and other stakeholders aid the Department in effective and timely communication to the broadest group of certificate holders possible.

**11. If an individual has administrative rights in the TEACH system, it appears that they cannot also have a non-administrative TEACH account (cannot have two accounts with the same SSN). How does the Department plan to address an administrator seeking to register (superintendent, principal, etc.)? Is NYSED even aware of this issue?**

An individual can have both an administrative and personal account. The individual will need a separate user ID and password to access the personal TEACH account. If the administrator needs assistance with creating a personal account, he/she should contact the TEACH technical line at (518) 486-6041.

**12. Will the webinar address creating a TEACH account as well as the registration process be available?**

Yes, such webinar should be available by the second week in June 2016.

**13. What happens if a certificate holder is unable to complete his/her required CTLE before the end of the five year registration period?**

If a certificate holder does not complete the required CTLE before the end of his/her five year registration period, he/she shall not be registered and shall not practice until he/she is registered. The certificate holder can apply for a conditional registration to allow a candidate up to one year to complete the remaining CTLE hours and remain eligible to practice in a New York State public school or BOCES. When the CTLE has been completed, the CTLE certificate holder will be deemed registered for the remaining registration period. As per the statute, if the CTLE certificate holder continues to practice without his/her registration, he/she may be subject to moral character review pursuant to Part 83 of the Commissioner's Regulations. Also, please note that the proposed amendment requires that, if a CTLE certificate holder were to become inactive (no longer practicing) for a period of time during his/her five year registration

period and then return to practice during that same five year period, he/she will be required to register with the Department prior to resuming practice. If the certificate holder was in the middle of a registration period when he/she became inactive and was no longer practicing, he/she must complete a minimum of 20 hours of CTLE for every year that he/she was practicing in an applicable school during that five year registration period.

### **District, BOCES, and Sponsor Responsibilities**

#### **1. Must individual employees and consultants who are providing professional development/CTLE be identified in the professional development plan?**

Individual employees who are providing professional development/CTLE activities do not need to be identified in the plan since they are already identified as employees of the district or BOCES; however, independent consultants (name and name of the company) must be included in the plan. As stated in the new law, “programs must be taken from sponsors approved by the department...” Thus, if consultants (even if previously approved and vetted by the district or BOCES) are not incorporated into the professional development plan to be approved by the Department, the Department would not be fulfilling its obligation under the new law.

#### **2. If a change is made to a plan mid-year, must the plan be amended immediately?**

Districts and BOCES may update their professional development plans once every six months (if changes are made mid-year to the plan) in order to avoid having to continuously make multiple amendments to the plan throughout the year. Please note, if no changes are made throughout the year to the professional development plan, there is no need to amend or re-submit the plan. Also, very minor adjustments may be made to the CTLE offerings.

#### **3. What if our BOCES has already vetted a consultant—why must we do this again?**

The Department does not ask that districts or BOCES go through the process of approving or vetting a consultant for a second time; the consultant simply must be included or added to the professional development plan that is submitted to the Department.

#### **4. What is the responsibility of districts and BOCES to report CTLE hours completed by their employees?**

The responsibility of districts or BOCES to report completed CTLE activities relates to their status as a sponsor. As an approved sponsor, sponsors will be expected to maintain a record of those who attended the CTLE activities they provided. All approved sponsors will be required to provide those who attend CTLE activities with a certificate of completion for purposes of record-keeping, and as required by the statute. This information shall be kept by sponsors for a total of eight years after the CTLE is provided. In addition, the Department is currently working with districts, BOCES, and My Learning Plan to potentially use My Learning Plan (which many districts and BOCES already use for professional development purposes) as a means of providing certificates of completion.

#### **5. How will professional development be tailored to meet the needs of those who work with students with disabilities and/or alternative curriculum?**

There is nothing in the new law that limits the type of CTLE that a teacher/leader/Teaching Assistant Level III may choose as long as it is consistent with the new law, which states that acceptable CTLE “shall mean activities designed to improve the teacher or leader’s pedagogical and/or leadership skills, targeted at improving student performance, including but not limited to formal CTLE activities. Such activities shall promote the professionalization of teaching and be closely aligned to district goals for student performance which meet the standards prescribed by regulations of the Commissioner.”

There is also nothing preventing the districts and BOCES from providing additional CTLE, or preventing certificate holders from completing additional hours of CTLE beyond the 100 hours required during the five year period. So long as CTLE is included in a district or BOCES professional development plan and approved by the Department, there is nothing preventing districts and BOCES from providing CTLE that targets teachers of students with disabilities and/or other specific populations of students. In addition, please note that the Regulations do require a minimum of 15% of the required CTLE clock hours to be dedicated to language acquisition addressing the needs of English language learners, or 50% for those holding professional certification in the certificate title of English to speakers of other languages (all grades) or a holder of a bilingual extension. This remains consistent with the former professional development requirements under Part 154 of the Commissioner's Regulations.

**6. Does the Department have a plan for data uploads from various professional development tracking systems that are currently used by districts and BOCES? Are there issues related to data uploads that have not yet been resolved by the Department?**

Sponsors providing CTLE activities will be required to maintain a record of those who attended CTLE activities they provide. All approved sponsors will also be required to provide those who attend CTLE activities with a certificate of completion for purposes of record-keeping, and as required by the statute.

**7. Has the Department planned training for regional certification office staff (more commonly known as the BOCES certification specialists)?**

RCOs have been informed of the regulations. The Department is currently in the process of training RCOs to be able to play a proactive role in the implementation of the new registration and CTLE requirements. The Department will be providing webinars and asking for feedback from the RCOs in order to improve the transmittal of information in a smooth and timely manner.

**8. Will teacher centers be approved providers?**

Teacher centers may become approved providers of CTLE, and are specifically included in the regulations. Teacher centers, along with IHEs, professional organizations, and unions will be required to submit an attestation that the CTLE activities they provide will meet the rigorous CTLE requirements in the regulations.

**9. If approved providers of CTLE are required to provide a certificate to those attending CTLE activities to maintain and verify their hours, how will this requirement be communicated to the field?**

In order to be approved by the Department, sponsors must follow the applicable approval process, which includes an attestation. This attestation states the requirement that sponsors must be able to provide those attending the CTLE activities and programs they provide with a certificate of completion.

**10. What is the difference between "approved CTLE experiences" for NYSED (via district and BOCES plans, or other sponsors) and "approved activities" that align (or do not align) with individual district plans? If there are fundamental differences, how does the Department plan to clarify this?**

Further guidance from the Department on this distinction will be forthcoming.

**11. Currently, the Regulations state that districts and BOCES must have professional development plans submitted on or before September 1 of each year. How does this change, if at all, with the new registration and CTLE requirement?**

The new registration and CTLE requirement begins on July 1, 2016. In order to incorporate the professional development timeframe for submission into the new law, the Department will allow districts and BOCES with professional development plans approved for the 2015-2016 school year to submit their plans beginning July 1, 2016. This will involve uploading their current professional development plan and attesting that the current plan is in alignment with the professional development standards and the statute. This will allow districts and BOCES to become approved sponsors in a timely manner. In addition, those approved sponsors may also make revisions to their professional development plans on or before September 1, 2016 to prepare for the 2016-2017 school year. Please note, in addition, districts and BOCES may update their professional development plans once every 6 months (if changes are made mid-year to the plan) in order to avoid having to continuously make multiple amendments to the plan throughout the year.

<b>Continuing Teacher and Leader Education (CTLE) Language Acquisition Addressing the Needs of English Language Learners Requirements</b>		
Certificate Type Professional Classroom Teacher other than English to Speakers of Other Languages	% of 100-Hour CTLE Requirement Devoted to Language Acquisition 15%	Can Exemption* from the Language Acquisition Requirement Apply? Exemption may apply. Exemption does not reduce the 100-hour CTLE requirement.
Professional School Leader	15%	Exemption may apply. Exemption does not reduce the 100-hour CTLE requirement.
Level III Teaching Assistant	15%	Exemption may apply. Exemption does not reduce the 100-hour CTLE requirement.
Professional English to Speakers of Other Languages	50%	Exemption does NOT apply to holders of Professional English to Speakers of Other Languages certificates.
Professional Bilingual Extension Annotation	50%	Exemption does NOT apply to holders of Professional Bilingual Extension Annotation certificates.
Permanent Classroom Teacher other than English to Speakers of Other Languages	Permanent Certificate Holders are NOT subject to CTLE Requirements	N/A
Permanent School Leader	Permanent Certificate Holders are NOT subject to CTLE Requirements	N/A
Permanent English to Speakers of Other Languages	Permanent Certificate Holders are NOT subject to CTLE Requirements	N/A
Permanent Bilingual Extension Annotation	Permanent Certificate Holders are NOT subject to CTLE Requirements	N/A
Permanent Pupil Services (PPS) such as School Attendance Teachers, School Counselors, School Psychologists, School Social Workers, School Dental Hygiene Teachers and School Nurse Teachers	Permanent Certificate Holders are NOT subject to CTLE Requirements	N/A
Permanent Bilingual Education (PPS/Admin) Extension	Permanent Certificate Holders are NOT subject to CTLE Requirements	N/A
<p><b>*Exemption:</b> A NYS school district or BOCES may be granted a waiver from providing Bilingual Education Programs in languages other than Spanish and Chinese. Please see: <a href="http://www.p12.nysed.gov/biling/bilinged/NEWCRPT.154.html">http://www.p12.nysed.gov/biling/bilinged/NEWCRPT.154.html</a> for additional information.</p>		

## **List of Continuing Teacher and Leader Education Providers**

Council of Administrators and Supervisors (CAS)  
Eastern Suffolk BOCES  
Ed Camp Long Island  
Foreign Language Association of Chairpersons and Supervisors (FLACS)  
Law, Youth and Citizenship Program of the New York State Bar Association  
Long Island Business Educators/Business Teachers' Association (LIBEC/LIBTA)  
Long Island Family & Consumer Science Professionals  
Long Island Language Teachers.  
Long Island Network of Teacher Centers (LINC)  
Long Island Regional Special Education Assistance Support Center (RSE-TASC)  
Long Island STEM Educational Leadership Association (LISTEMELA)  
Mid-East Suffolk Teacher Center (MESTRACT)  
Nassau Association of Music Administrators, Inc. DBA Nassau NYSCAME  
Nassau County Mathematics Teachers Association (NCMTA)  
National Board Council of New York (NBCNY)  
Nassau BOCES  
National Interscholastic Athletic Administrators Association  
New York State Athletic Administrators Association  
New York State School Counselor Association  
New York State Art Teachers Association  
New York State Association for Health, Physical Education, Recreation and Dance, Inc.  
New York State Association of Family and Consumer Science Educators  
New York State Council for the Social Studies (NYSCSS)  
New York State Council of Educational Associations  
New York State English Council  
New York State Math Teachers Association (NYSMTA)  
New York State Reading Association  
New York State Response to Intervention Organization  
New York State Response to Intervention Middle School Demonstration Project  
New York State Social Studies Supervisory Association (NYSSA)  
New York State Technology & Engineering Association  
New York State Theatre Education Association (NYSTEA)  
New York State United Teachers Education & Learning Trust (NYSUT ELT)  
New York State Association of Foreign Language Teachers (NYSAFLT)  
NYSCAME – Suffolk (NYS Council of Administrators of Music Education/Suffolk County Chapter)  
NYSCATE: New York State Association for Computers and Technology in Education  
Reading Specialist Council of Suffolk  
Regional Bilingual Education-Resource Network West  
School Administrators Association of New York State  
Science Teachers Association of New York State (STANYS)  
SCLA: Suffolk County Art Leaders Association  
SCOPE  
Suicide Prevention Coalition of Long Island (SPCLI)  
Suffolk County Music Educators' Association  
Suffolk Section of Science Teacher Association of New York State (STANYS)  
Suffolk's Edge Teacher Center  
The New York Center for Teacher Development  
The UFT Teacher Center  
Western New York Teacher Center  
Western Regional Special Education Technical Assistance Support Center (WRSETASC)  
Western Suffolk BOCES  
West Islip Union Free School District

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DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated banners and related hardware valued at \$5,000.00 from Varsity Brands, which have been donated to the West Islip High School.

To: Bernadette Burns, Dr. Anne Rullan, & Elisa Pellati

From: Dr. Anthony Bridgeman

Re: Donations by Varsity Brands

Date May 3, 2019

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Varsity Brand's IMPACT has made some donations to the high school in the form of the following:

Quantity	Item Description
1	Deluxe 8' x10' Media Backdrop System, Printed on BOTH Sides with Carry Case, Fabric is Machine Washable
1	8' Table Cloth with Full Digital Print, Machine Washable
8	30" Wide x 60" Tall Avenue Banner
16	Avenue Banner Hardware- Deluxe Bracket with 31" Arm
32	Avenue Banner Hardware- 30" Adjustable Band
3	Double Sided Polyester Flag 5' Tall x 6' Wide
3	10' Tall, 2 Piece Aluminum Flag Pole, 1' Diameter

We have been doing business with them and they wanted to make a donation to the high school. Below is a breakdown of the company and why they made the donation:

*Varsity Brands's IMPACT partnership program has the mission statement of helping school increase student engagement and builds school spirit.*

<https://www.varsitybrands.com/impact-program>

*By sitting down with a school's admin team, our IMPACT team determines how we can help achieve that mission.*

*Our VIP Branding team works with schools on their branding needs around campus.*

*West Islip is eligible for this program at zero cost based on doing business with our various divisions, BSN Sports, Varsity Cheer and Herff Jones.*

*There is no formal agreement to require the high school to work with each of the divisions collectively. Each of the divisions has had a business relationship over the years with West Islip.*

*We like to think that the quality/ cost of products along with service provided will help maintain the business relationship.*

*The branding package (valued at \$5,000) was provided to the school with zero commitment to continue to work with any of the Varsity Brands' divisions.*

*In addition, the opportunity for West Islip to host an online store and utilized the Believe in You Video series comes at zero cost.*

*As a successful company, Varsity Brands simply wants to provide resources that can help the schools succeed.*

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$500.00 from Suffolk Association of School Business Officials, which has been donated in recognition of a deserving graduating student to be selected by the District.

WEST ISLIP UFSD

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: Suffolk Association School Bus. Officials

DONOR ADDRESS: C/O Connetquot CSD, 780 Ocean Ave, Bohemia

DONATION: [X] Cash or Check [ ] Goods [ ] Service

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

Scholarship for graduating senior class of 2019

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

[ ] General Fund [ ] Extracurricular Fund [ ] Trust & Agency Budget Code P9205

Anticipated Date of Delivery to the School 5/17/19

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

Any expected maintenance costs? [ ] Yes [X] No Estimated Annual Cost

Purpose of the donation? For scholarship

Which building/department will benefit from the donation? N/A

Principal's/Administrator's Signature & Date [Signature]

To be completed by the Business Office:

Board of Education Approval Date

Budget Adjustment Recorded N/A

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.

# Suffolk Association of School Business Officials



P9205

**President**  
James Stucchio  
Cold Spring Harbor School District

**Vice President**  
Stacy O'Connor  
Brentwood School District

**Treasurer**  
Sharon Donnelly  
Connetquot School District

**Secretary**  
Ryan Ruf  
East Suffolk BOCES

**Membership Chair**  
Michele Psarakis  
West Babylon School District

**Immediate Past President**  
Anne Marie Marrone Caliendo  
Half Hollow Hills School District

May 17, 2019

Congratulations!

As an active member of the Suffolk Association of School Business Officials and in recognition of your consistent attendance at our monthly meetings, your district has been selected to receive a \$500 Suffolk Association of School Business Officials Scholarship.

As the local chapter for the New York State Association of School Business Officials, we are a charitable non-profit membership organization. Our membership includes School Business Officials and staff from school districts and BOCES in Suffolk County, students in School District Business Leader graduate programs and companies doing business with schools.

We utilize our monthly meetings to promote and encourage collaboration and professional development, maintain the highest ethical standards, advocate on behalf of public education and provide leadership in the management of resources to ensure quality education for all students.

It is our hope that a deserving graduating student in your district will be the recipient of this \$500 Suffolk Association of School Business Officials Scholarship in recognition of your efforts to "advance the business of

SUFFOLK ASSOCIATION OF SCHOOL  
BUSINESS OFFICIALS

3223

PAY  
TO THE  
ORDER OF

West Islip UFSD

DATE 5/17/19

1-2 197  
210

Five hundred and no/100

\$ 500.

DOLLARS

CHASE for BUSINESS  
JPMorgan Chase Bank, N.A.  
www.Chase.com

FOR Attendance Scholarship

⑈003223⑈ ⑆021000021⑆

777519305⑈

*Sharon Donnelly*

**Ordinary Contingent Expense:**

Whereas the Board of Education of the West Islip Union Free School District has determined that the replacement of two maintenance vans is necessary;

Now, therefore, be it resolved, that the Board of Education hereby declares the purchase of the two vans to be an ordinary contingent expense in an amount not to exceed \$67,000 and authorizes the Assistant Superintendent of Business to fund such expense by making the appropriate and necessary transfers between budgetary appropriation codes.



WI

West Islip Public Schools  
The Michael and Christine Freyer Administration Building  
100 Sherman Avenue. West Islip, New York 11795  
TEL: (631) 930-1540 FAX: (631) 893-3245

AGENDA ITEM XI. C)  
BUSINESS ITEMS  
RM 6/13/2019



Bernadette M. Burns  
Superintendent of Schools

Tim Horan, CAA  
Director of Physical Education, Health  
Athletics, Recreation & Family and Consumer Science

**MEMO TO:** Elisa Pellati

**FROM:** T. Horan, Director of Physical Education, Health, Athletics, Recreation & FACS



**RE:** Surplus Corroded Electric Griddles

**DATE:** 4/30/19

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I would like to request permission to surplus the following items from the Beach Street Middle School Family and Consumer Science inventory:

- 1) 4 Corroded Electric Griddles

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**INTEROFFICE MEMORANDUM**

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**TO:** ELISA PELLATI, ASSISTANT SUPT. FOR BUSINESS

**FROM:** REANNA FULTON, DIRECTOR OF TECHNOLOGY

**SUBJECT:** SURPLUS EQUIPMENT

**DATE:** JUNE 4, 2019

**CC:** BERNADETTE BURNS, SUPT. OF SCHOOLS  
AMIT PATHAK, NETWORK CONSULTANT

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I am requesting to surplus the following end of life or use IT/AV equipment for disposal:

<b>Location</b>	<b>Model</b>	<b>Serial</b>
HS	Toshiba dvd/vcr	B33E41884U5100
HS	JVC dvd/vcr	HR-XVC11BJ
HS	Mackie mixer	BL16125
HS	toshiba dvd/vcr	A29E93354U5100
HS	Deawoo dvd player	CG19C01639
HS	Go Video Dvd player	4452150012968
HS	Panasonic dvd/vcr	LJ61K0418OR
HS	JVC dvd/vcr	HR-XVC11BJ
HS	EIKI overhead projector	914918
HS	EIKI overhead projector	8304224
HS	EIKI overhead projector	1111519
HS	EIKI overhead projector	1103424
HS	EIKI overhead projector	1103423
HS	EIKI overhead projector	4292044
HS	EIKI overhead projector	6308008
HS	EIKI overhead projector	8320009
HS	EIKI overhead projector	1111527
HS	Funai vcr/dvd	J03523950

HS	Toshiba dvd player	RC105290451
HS	Smart document SCD330	E01B086924
HS	Toshiba dvd/vcr	TV25809429
HS	IBM Monitor	88BW470
HS	Toshiba dvd/vcr	C34499864U5101
HS	Sony vcr	265664
HS	JVC vcr/dvd	HR-XVC175U
HS	Panasonic subwoofer	TN9F910667
HS	Toshiba dvd/vcr	C34U99994U5101
HS	Alessi Speaker	(21) A41410144312998
HS	Deawoo dvd/vcr	201JGO2982
HS	Go Video Dvd player	4351040001560
HS	JVC dvd/vcr	HR-XVC17SU 10158437
HS	JVC dvd/vcr	HR-XVC17SU 10157308
HS	Go Video Dvd player	445215001218
HS	JVC dvd/vcr	10157152
HS	JVC dvd/vcr	15050320
HS	Zenith VCR	N69013727
HS	JVC dvd/vcr	501194003694
HS	Go Video Dvd player	4351040005319
HS	Realistic stereo	127962
HS	ELMO sound projector	WI AV #0587
HS	ELMO sound projector	S/N NA
HS	NEC VT480 projector	6200170FE
DO	HP CPU	2UA3030SZZ
DO	HP CPU	2UA3030T0D
DO	HP CPU	2UA3030T00
DO	HP CPU	2UA3030SZC
DO	HP CPU	2UA3030SZK
DO	HP CPU	2UA3030T09
DO	HP Pro book	CNU12855NP
DO	IMB Think pad	1S06586HULVCK629
DO	Riverbed 550 receiver	J47RJ000810CF

DO	HP LA2006x monitor	CNC249QRN5
DO	HP LA2006x monitor	CNC249QRDM
DO	HP LA2006x monitor	CNC249QRCQ
DO	HP LA2006x monitor	CNC222P2MK
HS	BOGEN	Feedback controler
HS	Nikko Stereo tuner	D5702029
HS	Panasonic recorder	L35A51089
HS	Headphone case	N/A
HS	GE Camcorder	JH273936
HS	Charger GE	JH273935
HS	Craig Cassette player	234000644 WI # 0015
HS	Bogen AMP	n/a
HS	Panasonic cassette player	G7TA00107 WI# 5905
HS	Audio Tronice phonograph	n/a
HS	Perma Power sound system	40158
HS	HP 6563 laptop	CNU0050LS4
HS	HP 6445 laptop	CND0141N39
HS	IBM Laptop	BYQBH-XXWH2-J3TQT
HS	IBM Laptop	29R7077
HS	Panasonic editing control	H0A8989KB WI# 3662
HS	Go Video Dvd player	4401040000844
HS	ToshibaVCR	84515909
HS	Sony vcr	238260
HS	Texas Inst. Scanner	1980001452
HS	Goldstar VCR	90806841P WI # 0325 AV# 3817
HS	Toshiba VHS player	84515878
HS	Sony Cassette recorder	1B-0474825
HS	Go Video Dvd player	5122150103988
HS	Weller sodering gun	N/a
HS	IBM lap top	06586HU Model
HS	IBM lap top	06586HU Model
HS	Go Video Dvd player	3501130000282
HS	Go Video Dvd player	5122150113497

HS	Mega phone	N/A
HS	Sony radio	N/A
HS	Tote Vision VCR	90506552J WI# 0381
HS	RCA VCR	921371158
HS	Singer Movie Projector	05138B
HS	Kodak Ektagraphic	N/A
HS	Video rewinder	873618
HS	JVC VCR/dvd	37155468
HS	Eclipse digital board	301-0097
HS	Eclipse digital board	301-0102
HS	Brother lable maker	K78189200
HS	Aiwa Boom Box	N/A
HS	RCA VCR	544491025
HS	RCA VCR	32351378
HS	Go Video VCR dual player	235311004890
HS	Titmus Vision tester	1311
HS	Symphonis TV/VCR	Q46072658C
DO	HP Monitor LA2006X	CNC249QRDQ
DO	HP Monitor 1740	CND734R8W
HS	HP 6988 printer	MY98822R9H
DO	HP monitor	CNC249QRPK
DO	HP Monitor	CNC249QRC1
DO	HP Monitor	2UA3030T07
DO	HP Monitor	2UA3030SZH
DO	HP Monitor	2UA3030SZP
DO	HP Monitor	2UA3030SX8
DO	HP Monitor	2UA3030SZ5
DO	HP Monitor	2UA3030SZ9
DO	HP Monitor	2UA3030SZN
DO	HP Monitor	2UA3030SZ8
DO	HP LA20006 monitor	CNC249QRMZ
DO	HP LA20006 monitor	CNC249QRC8
DO	HP LA20006 monitor	CNC249QRC3

DO	HP LA20006 monitor	CNC249QRDK
DO	HP LA2006x monitor	CNC249QR9T
DO	HP CPU	2UA3030SZT
DO	HP CPU	2UA7391264
DO	HP CPU	2UA3030SZF
DO	HP CPU	2UA3030T02
DO	HP CPU	2UA3030SZ3
DO	HP CPU	2UA3030T04
DO	HP CPU	2UA3030T05
DO	HP CPU	2UA3030T0B
DO	HP CPU	2UA3030T0F
DO	HP CPU	2UA3030SZ7
DO	HP LA2006X monitor	CNC249QRDJ
DO	HP LA2006X monitor	CNC249QRPN
DO	HP LA2006X monitor	CND8110PTW
DO	HP LA2006X monitor	CNC249QRC4
DO	HP LA2006X monitor	CNC249QRND
DO	HP LA2006X monitor	CNC249QRPS
DO	HP LA2006X monitor	CNC249P7D2
DO	HP LA2006X monitor	CNC249QRN3
DO	HP LA2006X monitor	CNC249QRPZ
DO	Toshiba dvd/VCR	TV25814055
DO	HP CPU	2UA3030SZQ
DO	HP CPU	2UA3030T01
DO	HP CPU	2UA3030SZX
DO	HP CPU	2UA3030SZ6
DO	HP CPU	2UA3030SZ2
DO	HP CPU	2UA3030SZJ
DO	HP LA2006X Monitor	CNC249QRC6
DO	HP LA2006X Monitor	CNC249QRDH
DO	HP LA2006X Monitor	CNC249QRBY
DO	HP LA2006X Monitor	CNC249QRN4
DO	HP LA2006X Monitor	CNC249QRC2

DO	HP Monitor	2UA3030T02
HS	SB Projector	F8AU05081
HS	SB Projector	F7HU04743
HS	SB Projector	F7AU04201F
HS	SB Projector	F2FU03958
HS	SB Projector	F6AU00870
HS	SB Projector	F7AU04206
HS	Smartboard	SB680WB-M2-C83817
HS	Smartboard	SB680-M2-067001
HS	Smartboard	SB680-M2-072003
HS	Smartboard	SB680-M2-066970
HS	Smartboard	SB680-M2-067044
HS	SB Projector	F6LU03763
HS	Smartboard	SB680-M2-067004
HS	Smartboard	SB680-M2-067005
DO	HP 6005 cpu	2ua111tw7
Do	HP 6005 cpu	2ua111tw9

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**INTEROFFICE MEMORANDUM**

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**TO:** BERNADETTE BURNS  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** HEATING, VENTILATION AND AIR CONDITIONING SERVICE CONTRACT

**DATE:** 5/15/2019

**CC:** E. PELLATI, J. BOSSE

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A request for sealed bids for Heating, Ventilation and Air Conditioning Service Contract for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday, March 28, 2019. This bid was also advertised on the West Islip website as well as Construction Data News.

A total of fourteen (14) bids were mailed to prospective bidders. A total of five (5) bids were returned. These Five (5) bids were opened on April 16, 2019.

**RECOMMENDATION:**

Based on low bid meeting specifications that the contract for Heating, Ventilation and Air Conditioning Service Contract be awarded to:

**Best Climate Control Corporation**

Please see the attached spreadsheet for details with regard to this bid. Please contact me with any questions.

**West Islip UFSD  
 Heating, Ventilation & A/C Service  
 Bid # 1905 4/16/19**

**Labor Rate for Additional Repairs**

<b>Company</b>	<b>Service Contract*</b>	<b>Mechanic/Hr</b>	<b>Helper/Hr</b>	<b>Prompt Pay. Discount</b>
Best Climate Control	\$ 5,300.00	\$ 90.00	\$ 20.00	0%
Comfort Kool	\$ 12,900.00	\$ 80.00	\$ 40.00	0%
Ultimate Power	\$ 14,800.00	\$ 135.00	\$ 50.00	0%
Therm Tech	\$ 45,000.00	\$ 90.00	\$ -	2%
Commercial Instrumentation	\$ 66,560.00	\$ 85.00	\$ 70.00	0%

**\*Annual Comprehensive Service Maintenance Program-4 Interim Inspections**

**Parts will be at certified cost plus \_\_\_\_\_%**

Best Climate Control	25%
Comfort Kool	20%
Ultimate Power	35%
Thermo Tech	18%
Commercial Instrumentation	20%

West Islip USFD  
 Heating, Ventilation & A/C Service  
 Bid #1905-04/16/19

	<u>Best Climate</u>	<u>Comfort Kool</u>	<u>Ultimate Pow.</u>	<u>Ther. Tech</u>	<u>Comm.Instru</u>
Per Hr. Rate	\$ 90.00	\$ 80.00	\$ 135.00	\$ 90.00	\$ 85.00
Prompt Pay Disc.	0%	0%	0%	2%	0%
<u>Net Per Hr. Rate</u>	<u>\$ 90.00</u>	<u>\$ 80.00</u>	<u>\$ 135.00</u>	<u>\$ 88.20</u>	<u>\$ 85.00</u>
<b>Total Hrs. Labor 18-19</b>	<b>413</b>	<b>413</b>	<b>413</b>	<b>413</b>	<b>413</b>
<b>Cost of Labor</b>	<b><u>\$ 37,170.00</u></b>	<b><u>\$ 33,040.00</u></b>	<b><u>\$ 55,755.00</u></b>	<b><u>\$ 36,426.60</u></b>	<b><u>\$ 35,105.00</u></b>
<b>Cost of Materials 18-19</b>	<b>\$ 26,009.91</b>	<b>\$ 26,009.91</b>	<b>\$ 26,009.91</b>	<b>\$ 26,009.91</b>	<b>\$ 26,009.91</b>
<b>Materials Markup</b>	<b><u>\$ 6,502.48</u></b>	<b><u>\$ 5,201.98</u></b>	<b><u>\$ 9,103.47</u></b>	<b><u>\$ 4,681.78</u></b>	<b><u>\$ 5,201.98</u></b>
<b>Cost of Materials</b>	<b><u>\$ 32,512.39</u></b>	<b><u>\$ 31,211.89</u></b>	<b><u>\$ 35,113.38</u></b>	<b><u>\$ 30,691.69</u></b>	<b><u>\$ 31,211.89</u></b>
<b>Prompt Pay Disc.</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>2%</b>	<b>0%</b>
<b>Total Cost of Materials</b>	<b><u>\$ 32,512.39</u></b>	<b><u>\$ 31,211.89</u></b>	<b><u>\$ 35,113.38</u></b>	<b><u>\$ 30,077.86</u></b>	<b><u>\$ 31,211.89</u></b>
<b>Total Cost of Labor &amp; Materials</b>	<b>\$ 69,682.39</b>	<b>\$ 64,251.89</b>	<b>\$ 90,868.38</b>	<b>\$ 66,504.46</b>	<b>\$ 66,316.89</b>
<b>Annual Comprehensive Service</b>					
<b>Maintenance Program</b>					
<b>4 Interim Inspections</b>	<b>\$ 5,300.00</b>	<b>\$ 12,900.00</b>	<b>\$ 14,800.00</b>	<b>\$ 45,000.00</b>	<b>\$ 66,560.00</b>
<b>Total Cost of Labor, Materials &amp; Annual Service Contract</b>	<b><u>\$ 74,982.39</u></b>	<b><u>\$ 77,151.89</u></b>	<b><u>\$ 105,668.38</u></b>	<b><u>\$111,504.46</u></b>	<b><u>\$ 132,876.89</u></b>

**Materials**  
 CONTRACTOR'S CERTIFIED COST + \_\_\_\_\_ %  
 Best Climate Control 25%  
 Comfort Kool 20%  
 Ultimate Power 35%  
 Thermo Tech 18%  
 Commercial Instrumentation 20%

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**INTEROFFICE MEMORANDUM**

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**TO:** BERNADETTE BURNS  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** GASOLINE FOR DISTRICT VEHICLES BID AWARD

**DATE:** 5/17/18

**CC:** ED. PELLATI, J. BOSSE

---

A request for sealed bids for Gasoline for District Vehicles (#1916) for the 2019-2020 school year was advertised in Newsday and the Islip Bulletin on Thursday, May 2, 2019. This bid was also advertised on the West Islip website.

A total of eight (8) bid applications were mailed to prospective bidders. A total of one (1) bid was returned. The one (1) bid was opened on May 16, 2019.

**RECOMMENDATION:**

Based on low bid meeting specifications that the contract to supply gasoline for district vehicles be awarded to **Sprague Operating Resources, LLC**.

<u>Bidder</u>	<u>87 Octane*</u>	<u>89 Octane*</u>	<u>Diesel*</u>
Sprague	\$2.2591/Gal	\$2.3551/Gal	\$2.7346/Gal

Sprague operates through USA at 410 Montauk Highway, West Islip and through Gulf Oil at 564 Montauk Highway, West Islip.

*\*Note- Pricing as of 5/3/19*

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**INTEROFFICE MEMORANDUM**

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**TO:** BERNADETTE BURNS  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** PURCHASE OF A NEW ENGINE LATHE MACHINE

**DATE:** MAY 31, 2019

**CC:** E. PELLATI, B BUONOMO

---

A request for sealed bids for Purchase of a New Engine Lathe Machine (#1917) was advertised in Newsday and the Islip Bulletin on Thursday, May 16, 2019. This bid was also advertised on the West Islip District website.

A total of seven (7) bids were mailed to prospective bidders. A total of one (1) was returned. This one (1) bid was opened on May 30, 2019.

**RECOMMENDATION:**

Based on the bid meeting specifications that the contract for Purchase of a New Engine Lathe Machine be awarded to:

**QMT, LLC/Precision Matthews Machinery Co.**

**Cost of Precision Matthews PM-1236-T to the West Islip UFSD:     \$ 5,909.22**  
**The district will be purchasing (4) engine lathes for a total cost of:     \$23,636.88**

Please contact me with any questions.

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**INTEROFFICE MEMORANDUM**

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**TO:** BERNADETTE BURNS  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** EXTERNAL INDEPENDENT AUDITING FIRM SERVICES

**DATE:** 5/15/2019

**CC:** E. PELLATI

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A request for proposal for External Independent Auditing Firm Services for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday, February 21, 2019. This request for proposal was also advertised on the West Islip website.

A total of five (5) requests for proposals were mailed to prospective proposers. A total of four (4) were returned. The four (4) proposals were opened on March 7, 2019.

**RECOMMENDATION:**

Based on the proposal best meeting the needs of the West Islip UFSD that the contract for External Independent Auditing Firm Services is awarded to:

**R.S. Abrams & Co. LLP**

Please contact see the attached spreadsheet for detail with regard to this RFP. Please contact me with any questions.

West Islip UFSD  
 External Audit Services  
 RFP # 1901 - 3/7/19

<i><u>Audit Fees &amp; Service for Year Ending</u></i>	PKF O'Connor Davies	EFPR Group	Nawrocki Smith	R.S. Abrams**	<i>REVISED</i> R.S. Abrams
2020	\$ 35,000	\$ 37,000	\$ 41,500	\$ 44,000	\$ 42,000
2021	\$ 35,000	\$ 37,500	\$ 41,500	\$ 45,000	\$ 43,000
2022	\$ 36,000	\$ 38,000	\$ 42,250	\$ 46,000	\$ 44,000
2023	\$ 37,000	\$ 38,500	\$ 42,250	\$ 47,000	\$ 45,000
2024	\$ 38,000	\$ 39,000	\$ 43,000	\$ 48,000	\$ 46,000

*Billing Rates*  
*Standard Hourly Rate*

Partner	\$ 290.00	\$ 180.00	\$ 225.00	\$ 175.00	\$ 175.00
Manager	\$ 230.00	\$ 110.00	\$ 170.00	\$ 155.00	\$ 155.00
Senior Auditor	\$ 155.00	\$ 100.00	\$ 135.00	\$ 105.00	\$ 105.00
Staff Auditor	\$ 135.00	\$ 85.00	\$ 115.00	\$ 85.00	\$ 85.00

*\*R.S., Abrams has offered a Quoted hourly rate in lieu of the regular hourly rate*

\*\* After discussion with the Finance Committee, the District reached out to R.S. Abrams partner, Ali Battaglia, to inquire whether the firm would be willing to revise their cost proposal for the 5 years. R.S. Abrams has agreed to revise their cost proposal by decreasing the fee each year by \$2,000. The revised fees are shown above. This RFP will be put on the June BOE agenda for approval.

## V. PROFESSIONAL FEES

Our fees are based on the time spent on the engagement and the billing rates of the individuals assigned. We will bill West Islip Union Free School District at the completion of the audit. Ms. Marianne Van Duyne is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the West Islip Union Free School District. We will not seek reimbursement for travel, lodging, subsistence or other out-of-pocket costs incurred in connection with the audit of the West Islip Union Free School District. Based on our experience with other similar engagements, our proposed fee is as follows:

### A. TOTAL ALL INCLUSIVE MAXIMUM PRICE:

Fiscal year ending June 30, 2020	<u>\$42,000*</u>
Fiscal year ending June 30, 2021	<u>\$43,000</u>
Fiscal year ending June 30, 2022	<u>\$44,000</u>
Fiscal year ending June 30, 2023	<u>\$45,000</u>
Fiscal year ending June 30, 2024	<u>\$46,000</u>

\* In light of the current economic conditions school districts are facing and our long standing working relationship with the District, we have lowered our fee by 10% from the prior year. We trust this will assist you with your current budgeting constraints.

### B. BILLING RATES:

	Regular	Quoted
Title	Hourly Rate	Hourly Rate
Partner	\$195	\$175
Manager	\$175	\$155
Supervisor	\$150	\$130
Senior Auditors	\$125	\$105
Staff Auditor	\$105	\$85

The above fee includes meeting with the Audit Committee and the Board of Education. If necessary, we will render any additional services agreed to West Islip Union Free School District at the same rates set forth in this proposal, and work shall be performed only if set forth in an addendum to this contract between R.S. Abrams & Co., LLP. and the West Islip Union Free School District. We understand that payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the proposal.

**BRENTWOOD UFSD**

52 THIRD AVE  
 BRENTWOOD, NY 11717

**INVOICE**

**386**

Invoice Date 04/16/2019

Customer No. 61

<b>Customer / Bill To:</b>
WEST ISLIP UFSD ADMINISTRATIVE OFFICE, ACCTS PAYABLE 100 SHERMAN AVE WEST ISLIP, NY 11795

<b>Remit To:</b>
BRENTWOOD UFSD 52 THIRD AVE BRENTWOOD, NY 11717 ATTN: ACCOUNTING DEPARTMENT

Phone	Fax	E-Mail Address	Terms	Invoice Amount
631-434-2534	631-434-3104		UPON RECEIPT	2,264.72

Items / Services	Cost Basis	Quantity	Unit Price	Amount
HEALTH SERVICES Health and Welfare Services provided to students attending MDQ Academy located in the Brentwood UFSD during the 2018/2019 school year.	EACH	4.00	566.180	2,264.72

**TOTAL: 2,264.72**

DETACH HERE AND SEND WITH PAYMENT

**WEST ISLIP UFSD**  
 ADMINISTRATIVE OFFICE, ACCTS PAYABLE  
 100 SHERMAN AVE  
 WEST ISLIP, NY 11795

Invoice No. 386  
 Invoice Date 04/16/2019  
 Customer No. 61  
**Total Due: \$2,264.72**

Payment Terms: UPON RECEIPT

**Mail Payments To:**

BRENTWOOD UFSD  
 52 THIRD AVE  
 BRENTWOOD, NY 11717  
**ATTN: ACCOUNTING DEPARTMENT**

Amount Enclosed:
------------------

## HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this 16<sup>TH</sup> day of April, 2019 by and between the BOARD OF EDUCATION, BRENTWOOD UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "SCHOOL DISTRICT PROVIDING SERVICES"), as the party of the first part, having its principal place of business at 52 Third Avenue, Brentwood, NY, 11717 and the BOARD OF EDUCATION OF THE WEST ISLIP SCHOOL DISTRICT ("hereinafter referred to as the "SCHOOL DISTRICT RECEIVING SERVICES") as the party of the second part, having its principal place of business at, 100 Sherman Avenue, West Islip, New York 11795 .

### WITNESSETH

**WHEREAS**, the School Districts who are the parties to this Agreement are duly empowered by Section 912 of the Education Law to enter into a contract for the purpose of providing and/or receiving health and welfare services;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **DEFINITIONS:** For the purposes of this Agreement,
  - a. "SCHOOL DISTRICT PROVIDING SERVICES" shall mean the School District in which the non-public school which has requested health and welfare services is located.
  - b. "SCHOOL DISTRICT RECEIVING SERVICES" shall mean the School District that is contracting for health and welfare services for its resident students who attend a non-public school located within the SCHOOL DISTRICT PROVIDING SERVICES.
2. This Agreement shall be effective for the period of July 1, 2018 through June 30, 2019, unless terminated earlier in accordance with the terms set forth herein.
3. If requested by a non-public school located within the SCHOOL DISTRICT PROVIDING SERVICES, such School District shall provide health and welfare services to the pupils who attend such non-public school equivalent to the health and welfare services that it provides to the public school pupils enrolled in the SCHOOL DISTRICT PROVIDING SERVICES. Such services shall consist of, but not limited to the following:
  - a. Nurse Services
  - b. Physician/Dental Services
  - c. School Speech Correction Services\*
  - d. School Psychological Services\*
  - e. School Social Work Services
  - f. Examinations for Participants in Athletics
  - g. Notification of parents Regarding Defect and Follow-Up
  - h. Visions and Hearing Tests
  - i. First Aid Supplies and Health Record Forms

j. Provision of Medical Equipment such as Audiometers and Mechanical Vision Testers Required by School Nurse/Physician

In addition to the requested services described above, the SCHOOL DISTRICT PROVIDING SERVICES shall provide the following health and welfare services *without the requirement that the non-public school request such services*: (1) immunization mandates set forth in Sections 2164 and 2165 of the New York State Public Health Law and 10 NYCRR Sections 66-1 and 66-2; and (2) vision screening services to all new admissions within six (6) months of enrollment pursuant to Section 905(4) of the Education law.

The SCHOOL DISTRICT PROVIDING SERVICES shall make its personnel available to the SCHOOL DISTRICT RECEIVING SERVICES for participation in District Child Study, 504 Team and Committee on Special Education meetings, as appropriate. The SCHOOL DISTRICT RECEIVING SERVICES shall notify the SCHOOL DISTRICT PROVIDING SERVICES of the need for its presence at these meetings within reasonable time prior to the date of the meeting. Copies of all reports, testing and observation reports prepared in connection with this Agreement shall be furnished to the SCHOOL DISTRICT RECEIVING SERVICES upon request.

It is expressly understood and agreed between the parties that (1) the SCHOOL DISTRICT PROVIDING SERVICES may not provide such services to pupils attending non-public schools that are not available to the public school students enrolled in the SCHOOL DISTRICT PROVIDING SERVICES; and (2) *the services to be provided pursuant to this Agreement shall not include any teaching service.*

4. The SCHOOL DISTRICT PROVIDING SERVICES warrants that such health care services (1) will be provided by licensed health and welfare providers; (2) shall be performed by health care providers that are licensed under the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable; and (3) will be in accord with all pertinent provisions of Federal, State, and local statutes, rules and regulations, including, Section 912 of the Education Law, and the student's Individualized Education Plan ("IEP"), if applicable. The SCHOOL DISTRICT PROVIDING SERVICES shall certify that all health care providers possess documentation evidencing such license qualifications as required by Federal, State, or local statutes, rules, regulations and orders.

5. The SCHOOL DISTRICT PROVIDING SERVICES understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local statutes, rules and ordinances, with respect to the services herein described.

6. In full consideration for the services to be rendered by the SCHOOL DISTRICT PROVIDING SERVICES to the SCHOOL DISTRICT RECEIVING SERVICES for the period of this Agreement, upon presentation of an invoice by the SCHOOL DISTRICT PROVIDING SERVICES evidencing the allocation of such costs in accordance with the terms set forth herein, the SCHOOL DISTRICT RECEIVING SERVICES will pay the SCHOOL DISTRICT PROVIDING SERVICES at the rate of \$566.18 per eligible student.

7. THE SCHOOL DISTRICT PROVIDING SERVICES shall immediately notify the SCHOOL DISTRICT RECEIVING SERVICES if a student is no longer receiving the services described herein. Upon such notification, payment for students removed shall be pro-rated for the period of time services were provided to the student.

8. The SCHOOL DISTRICT RECEIVING SERVICES shall obtain whatever releases or other legal documents that are necessary in order that the SCHOOL DISTRICT PROVIDING SERVICES may render full and complete performance of the obligations set forth in this Agreement. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on the SCHOOL DISTRICT RECEIVING SERVICES.

9. Both parties to this Agreement agree to provide the State access to all relevant records which the State requires to determine either the SCHOOL DISTRICT PROVIDING SERVICES' or the SCHOOL DISTRICT RECEIVING SERVICES' compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. Both parties further agree to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for such materials and records.

10. Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

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

12. This Agreement may be terminated by either party to the other party upon thirty (30) days written notice to the other party in accordance with the Education Law. In the event of such termination, the parties will adjust the accounts due and the SCHOOL DISTRICT PROVIDING SERVICES will undertake no additional expenditures not already provided. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to the SCHOOL DISTRICT RECEIVING SERVICES must be completed by the SCHOOL DISTRICT PROVIDING SERVICES, its employees, and/or agents within thirty (30) days of the termination date.

13. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability or sponsorship.

14. All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:

**THE BRENTWOOD SCHOOL DISTRICT**  
**52 Third Avenue**  
**Brentwood, NY 11717**  
**Attention: Stacy O'Connor**

**Attention: Ms. Bernadette Burns, Superintendent of Schools**  
**WEST ISLIP SCHOOL DISTRICT**  
**100 Sherman Avenue**  
**West Islip, New York 11795**

15. The parties shall not assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the non-assigning party.

16. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Agreement shall remain in full force and effect.

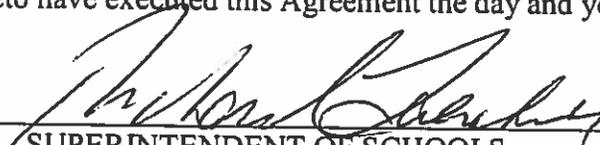
17. This Agreement constitutes the full and complete Agreement between the SCHOOL DISTRICT PROVIDING SERVICES and the SCHOOL DISTRICT RECEIVING SERVICES and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.

18. The undersigned representative of the SCHOOL DISTRICT RECEIVING SERVICES hereby represents and warrants that the undersigned is an officer, director, or agent of the SCHOOL DISTRICT RECEIVING SERVICES with full legal rights, power, and authority to enter into this Agreement on behalf of the SCHOOL DISTRICT RECEIVING SERVICES and bind the SCHOOL DISTRICT RECEIVING SERVICES with respect to the obligations enforceable against the SCHOOL DISTRICT RECEIVING SERVICES in accordance with the terms.

19. The undersigned representative of the SCHOOL DISTRICT PROVIDING SERVICES hereby represents and warrants that the undersigned is an officer, director, or agent of the SCHOOL DISTRICT PROVIDING SERVICES with full legal rights, power, and authority to enter into this Agreement on behalf of the SCHOOL DISTRICT PROVIDING SERVICES and bind the SCHOOL DISTRICT PROVIDING SERVICES with respect to the obligations enforceable against the SCHOOL DISTRICT PROVIDING SERVICES in accordance with the terms.

20. This Agreement is subject to approval by the Board of Education, by resolution duly approved.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first set forth above.

By:   
SUPERINTENDENT OF SCHOOLS,  
BRENTWOOD SCHOOL DISTRICT

Date: 5-3-18

By: 22.  
PRESIDENT OF THE BOARD OF EDUCATION,  
BRENTWOOD SCHOOL DISTRICT

Date: 4/22/19

By: \_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS,  
WEST ISLIP SCHOOL DISTRICT

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

By: \_\_\_\_\_  
PRESIDENT OF THE BOARD OF EDUCATION,  
WEST ISLIP SCHOOL DISTRICT

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

**Issue Date**  
03/06/2019

**SOUTH HUNTINGTON UFSD  
ADMINISTRATION BUILDING  
60 WESTON STREET  
HUNTINGTON STATION, NY 11746-4098**

**Invoice Number**  
323-19A



# INVOICE

**Issued To:**  
WEST ISLIP PUBLIC SCHOOLS  
100 SHERMAN AVE  
WEST ISLIP, NY 11795

064170

REVISED

*Sedacca*  
6/4/19

Item Number	Item Description	Amount
	<b>HEALTH SERVICES 2018-2019</b>	
	HEALTH SERVICES FOR STUDENTS ATTENDING NON-PUBLIC SCHOOLS LOCATED IN THE SOUTH HUNTINGTON UFSD FOR THE 2018-2019 SCHOOL YEAR.	
	ST. ANTHONY'S HIGH SCHOOL - 34 STUDENTS @ \$864.45 = \$29391.30	29391.30
	PLUS ONE STUDENT, ATTENDED ST. ANTHONY'S HIGH SCHOOL 9/4/19-4/5/19 29 WEEKS @ 21.61 = \$626.69	626.69
	<b>Invoice Total</b>	<b>\$30,017.99</b>

PLEASE MAKE CHECK PAYABLE TO: SOUTH HUNTINGTON UFSD - GENERAL FUND  
IF YOU HAVE ANY QUESTIONS REGARDING ABOVE, PLEASE CALL SUSAN SEDACCA - 631-812-3004

Original

## HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this first day of July, 2018 by and between the Board of Education of the South Huntington Union Free School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 60 Weston Street, Huntington Station, New York 11746, and the Board of Education of the WEST ISLIP UNION FREE SCHOOL DISTRICT (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at Corner of Beach Street & Sherman Avenue, West Islip, NY 11795.

### W I T N E S S E T H

WHEREAS, South Huntington UFSD is authorized pursuant to Section 912 of the Education Law, to enter into a contract with SENDER for the purpose of having South Huntington UFSD provide health and welfare services to children residing in SENDER and attending a non-public school located in the South Huntington UFSD,

WHEREAS, certain students who are residents of SENDER are attending non-public schools located in South Huntington UFSD,

WHEREAS, South Huntington UFSD has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby mutually agree as follows.

1. The term of this Agreement shall be from July 1, 2018 through June 30, 2019 inclusive.
2. South Huntington UFSD warrants that the health and welfare services will be provided by licensed health care providers. South Huntington UFSD further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. South Huntington UFSD further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. South Huntington UFSD shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. South Huntington UFSD understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules, and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by South Huntington UFSD shall be consistent with the services available to students attending public schools within the South Huntington UFSD; and may include, but are not limited to:
  - a. all services performed by a physician, physician assistant, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,

- b. vision and hearing screening examinations,
- c. the taking of medical histories and the administration of health screening tests,
- d. the maintenance of cumulative health records, and
- e. the administration of emergency care programs for ill or injured students.

*It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.*

5. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay South Huntington UFSD the sum of \$864.45 per eligible pupil for the 2018-2019 school year.
6. SENDER shall pay South Huntington UFSD within thirty (30) days of SENDER's receipt of a detailed written invoice from South Huntington UFSD. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, South Huntington UFSD shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, South Huntington UFSD shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. South Huntington UFSD shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either South Huntington UFSD's or SENDER's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or

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

13. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.

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

PROVIDER: Superintendent of Schools  
South Huntington Union Free School District  
60 Weston Street, Huntington Station  
New York 11746

SENDER: Superintendent of Schools  
West Islip UFSD  
Corner of Beach Street & Sherman Avenue  
West Islip, NY 11795

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

16. 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.

17. 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.

18. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. 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 in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and

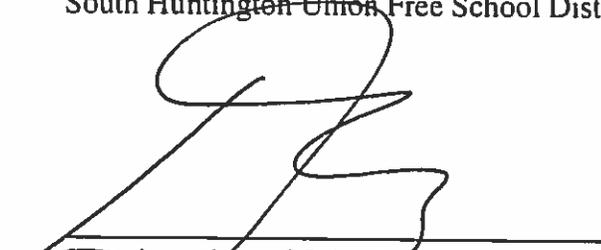
each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

19. 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.
20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the South Huntington UFSD.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

South Huntington Union Free School District

West Islip UFSD

  
\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Superintendent of Schools

South Huntington Union Free School District

West Islip UFSD

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

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

CONSULTANT SERVICES CONTRACT

AGENDA ITEM XI. F)  
BUSINESS ITEMS  
RM 6/13/2019

This Agreement is entered into this 1st day of July, 2018, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Access 7 Services, Inc., (hereinafter the "CONSULTANT"), having a principal mailing address of 6080 Jericho Turnpike, Suite 200, Commack, NY 11725.

A. TERM

1. The term of this Agreement shall be from July 1, 2018 through June 30, 2019, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

### C. SERVICES AND RESPONSIBILITIES

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

#### **SEE ATTACHED SERVICES AND RATES**

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

### D. COMPENSATION

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

### E. INSURANCE

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

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

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

#### F. TERMINATION

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

#### G. SUCCESSORS AND ASSIGNS

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

#### H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

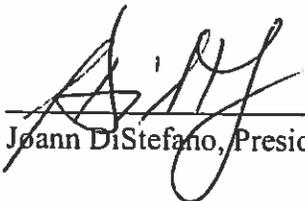
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

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

Access 7 Services, Inc.

West Islip Union Free School District

BY:

  
\_\_\_\_\_  
Joann DiStefano, President

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



THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE  
STATE FREEDOM OF INFORMATION LAW  
RFP FOR WEST ISLIP UNION FREE SCHOOL DISTRICT

**PART II RATES 2019-2020 SCHOOL YEAR: (Page 1 of 3)**

Services Offered	Sessions	Rate/Fee
<b>Occupational Therapy</b>	30-Minute Individual	\$42
	30-Minute Group	*\$65
	30-Minute Occupational Therapy Consultation including summary and written recommendations	\$45
	30-Minute Individual Home/Community	\$60
	Individual Screening including recommendations	\$50
	Evaluation including written report and recommendations	\$170
	30-Minute Handwriting Group	\$70
	Kindergarten Push-In	\$80/Class
	40 Minute Life Skills Push-in Group	\$75
	30-Minute OT Classroom Consultation including recommendations	\$65
	60 Minute CSE Meeting (minimum 60 minutes)	\$75
	30 Minute IST/Team Meeting (minimum 30 minutes)	\$45
<b>Speech Therapy</b>	30-Minute Individual	\$55
	30-Minute Group	*\$125
	30-Minute Speech Therapy Consultation (including summary and written recommendations)	\$50
	30 Minute Group AIS Speech	\$125
	30 Minute Individual Home/Community	\$75
	Individual Screening including recommendations	\$50
	Evaluation including written report and recommendations	\$300
	Speech Classroom Consultation 60 minutes including recommendations	\$110
	Kindergarten Push-In	\$80/Class
	60 Minute CSE Meeting (minimum 60 minutes)	\$75
	30 Minute IST/Team Meeting (minimum 30 minutes)	\$45

6080 Jericho Turnpike, Suite 200 ■ Commack, NY 11725

Phone: 631-864-7770 ■ Fax: 631-864-7773 ■ Web: [www.access7online.com](http://www.access7online.com) ■ E-mail: [Info@access7online.com](mailto:Info@access7online.com)



**THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE  
STATE FREEDOM OF INFORMATION LAW  
RFP FOR WEST ISLIP UNION FREE SCHOOL DISTRICT**

<b>Services Offered</b>	<b>Sessions</b>	<b>Rate/Fee</b>
<b>Physical Therapy</b>	30 Minute Individual	\$70
	30 Minute Group	\$40/student
	Individual Screening including recommendations	\$50
	Evaluation including written report and recommendations	\$350
	30 Minute IST/Team Meeting (minimum 30 minutes)	\$45
	60 Minute CSE Meeting (minimum 60 minutes)	\$75
<b>Feeding Therapy</b>	30-Minute Individual	\$70
	30 Minute Feeding Consultation	\$75
	30 Minute Staff Training	\$70
	30 Minute Parent Training	\$70
	Feeding Therapy Evaluation including written report and recommendations	\$300
	60 Minute CSE Meeting (minimum 60 minutes)	\$75
<b>Sign Language Interpreter</b>	60-Minute (Minimum 2 hours)	\$65
	Evaluation including written report and recommendations	\$200
<b>Reading Teacher</b>	40 Minute Individual	\$75
	40 Minute Home/Community	\$80
	60 Minute CSE Meeting (minimum 60 minutes)	\$75
<b>Wilson Certified Reading Teacher</b>	40-Minute Individual	\$130
	40-Minute Group	\$40/student
	Individual Screening including recommendations	\$75
	40-Minute Individual Home/Private School	\$120
	Evaluation including written report and recommendations	\$300
	60 Minute CSE Meeting (minimum 60 minutes)	\$75
<b>Counseling (LCSW)</b>	30-Minute Individual	\$45
	30-Minute Group	*\$75
	30-Minute Individual Home/Community	\$65
	60 Minute CSE Meeting (minimum 60 minutes)	\$75

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<b>Services Offered</b>	<b>Sessions</b>	<b>Rate/Fee</b>
<b>Resource Room</b>	40-Minute Individual	\$47
	40-Minute Group	*\$80
	60-Minute Consultation including recommendations	\$90
	60-Minute Classroom Consultation including recommendations	\$100
	60-Minute Consultant Teacher Service	\$90
	60-Minute Education Services	\$90
	60-Minute Home Itinerant Teacher Services	\$90
	60-Minute Special Education Instruction	\$90
	40-Minute Individual Home/Community	\$60
	Individual Screening including recommendations	\$50
	Evaluation including written report and recommendations	\$200
	60 Minute CSE Meeting (minimum 60 minutes)	\$75
<b>Assistive Technology</b>	60 Minute Student Training	\$85
	60 Minute Staff Training	\$85
	60 Minute Parent Training	\$80
	Evaluation including written report and recommendations	\$1,200
	30 Minute IST/Team Meeting (minimum 30 minutes)	\$45
	60 Minute CSE Meeting (minimum 60 minutes)	\$75
<b>One-to-One Aide</b>	60 Minutes	\$30
<b>Behavioral Aide</b>	60 Minutes	\$45
<b>Translations</b>	60-Minute - Spanish	\$75
	60-Minute – Other Languages	\$100
<b>Written Translation</b>	Per Page	\$75/page

**\*Group Sessions:** Group rate is on per student basis, with a minimum of 2 students per group. The service provider will bill the district at the Individual rate in the event the minimum number of 2 is not otherwise possible given caseload availability and/or similarity of need as required under Federal and NYS laws and regulations.

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<b>Services Offered</b>	<b>Sessions</b>	<b>Rate/Fee</b>
<b>BCBA Consultation/Staff Training</b>	60-Minute	\$ 130
<b>BCBA Class Consultant, Autism Consultant</b>	60-Minute	\$ 130
<b>BCBA Parent Counseling Training</b>	60-Minute	\$ 130
<b>BCBA Parent Counseling Training Group</b>	60-Minute	\$ 185
<b>Behavior Intervention Services, Direct Instruction, Educational Support, Extended School Day Services</b>	60-Minute	\$ 92
<b>BIS Class Consultant, Autism Consultant</b>	60-Minute	\$ 92
<b>BIS Parent Counseling Training</b>	60-Minute	\$ 92
<b>BIS Parent Counseling Training Group</b>	60-Minute	\$ 130
<b>Bilingual Home-Based BIS</b>	60-Minute	\$ 130
<b>Bilingual Parent Counseling Training</b>	60-Minute	\$ 130
<b>Functional Behavioral Assessments (FBA)</b>	Observations, data collection, and report	\$ 800
<b>Behavior Intervention Plan (BIP)</b>	Report and training	\$ 350
<b>Functional Analysis</b>	Interviews, observations, data collection and report	\$3,000
<b>School Psychologist</b>	Full School Day	\$ 550
<b>Psychological Evaluation</b>	Psychological Evaluation, and Educational Evaluation and Social History	\$1,400
	Psychological Evaluation	\$1,100
	Educational Evaluation	\$200
	Social History	\$150
<b>Psychiatric Evaluation</b>	Evaluation includes written report	\$1,600
<b>CSE Meetings</b>	60 Minutes (60-minute minimum)	\$75
<b>IST/Team Meetings</b>	30 Minutes (30-minute minimum)	\$45
<b>ADOS Diagnostic Test</b>	Evaluation includes written report	\$1,200
<b>Presentations, Trainings and Workshops</b>	60-Minute Occupational Therapy, Physical Therapy, Speech and School Aide	\$ 250
<b>Presentations, Trainings and Workshops</b>	60-Minute Behavior and Educational	\$ 400

**In Service/Workshops/Seminars\*\* (See attached list of workshops)**

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

**and**

**ACCESS 7 SERVICES, INC.**

Supplemental Agreement dated this 1st day of July, 2019 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, Access 7 Services, Inc., (the "Contractor") located at 6080 Jericho Turnpike, Suite 200, Commack, NY 11725.

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

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

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

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

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

b. "Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean the **Access 7 Services, Inc.**

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

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

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

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

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

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

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

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

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

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

Student Data and/or Principal or Teacher Data  
will be stored in a secure lock and key cabinet  
and data on computer will be password  
protected

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

ACCESS 7 SERVICES, INC.

WEST ISLIP UFSD

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

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

Print Name: Joann DiStefano

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

Title: President

Title: President, Board of Education

Date: May 6, 2019

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

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2019**, 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 **ACLD Kramer Learning Center** (hereinafter the "CONSULTANT"), having a principal mailing address of 1428 Fifth Avenue, Bay Shore, NY 11706.

### A. TERM

1. The term of this Agreement shall be from **July 1, 2019** through **June 30, 2020**, 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:

#### **AFTER SCHOOL THERAPEUTIC RECREATION PROGRAM**

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

### D. COMPENSATION

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

### E. INSURANCE

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

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

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

#### F. TERMINATION

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

#### G. SUCCESSORS AND ASSIGNS

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

#### H. WAIVER OF RIGHTS

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

#### I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

ACLD Kramer Learning Center

West Islip Union Free School District

BY:



Executive Director

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

President, Board of Education



Adults and Children with Learning and Developmental Disabilities, Inc.  
After School Therapeutic Recreation Program  
67 Greenwood Road  
Bay Shore, NY 11706  
631 647 9577

Rate Sheet 2019 – 2020 School Year

Per Session with 1:1 aide	\$139
Per Session with 2:1 staff ratio	\$131

Rates are effective July 1, 2019

**Supplemental Agreement between the  
West Islip Union Free School District School District  
and  
ACLD Kramer Learning Center**

Supplemental Agreement dated this 1st day of July, 2019 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York 11795 and **ACLD Kramer Learning Center** (the "Contractor") located at 1428 Fifth Avenue, Bay Shore, NY 11706.

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

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

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

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

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

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

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

j. “Personally Identifiable Information” shall have the following meanings:

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

Lisa DiSibio, District Data Coordinator

West Islip UFSD

100 Sherman Avenue

West Islip, NY 11795

631-930-1583

[l.disibio@wi.k12.ny.us](mailto:l.disibio@wi.k12.ny.us)

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

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

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

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

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

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

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

e. The District and the Contractor hereby agree that the Student Data and/or Principal data will be stored in the following manner:

*Data is stored on Windows 2009 server located in a locked climate-controlled room. Data is protected thru active directory rights. Access rights are granted to data based on predefined group access.*

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

- b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.
- c. Nothing express or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

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

ACLD Kramer Learning Center

West Islip Union Free School District

By: Robert C. Goldsmith

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

Print Name: ROBERT C. GOLDSMITH

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

Title: EXECUTIVE DIRECTOR

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

Date: 5/16/19

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

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2019**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Center for Developmental Disabilities** (hereinafter the "CONSULTANT"), having a principal mailing address of 72 South Woods Road, Woodbury, New York 11797

### A. TERM

1. The term of this Agreement shall be from **July 1, 2019** through **June 30, 2020**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

**Full Day Instruction as per attached Student Information Summary  
(See attached Addendum)**

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be based as per amount approved by the Commissioner of Education for the 2019-2020 school year.

## E. INSURANCE

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

## F. TERMINATION

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

## G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Center for Developmental Disabilities

West Islip Union Free School

BY:

  
Executive Director

BY:

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

## SERVICE PROVIDER CONTRACT

This Agreement is entered into this **1<sup>st</sup> day of July, 2019** 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 **Cleary School for the Deaf** (hereinafter "SERVICE PROVIDER"), having its principal place of business for the purpose of this Agreement at 301 Smithtown Blvd, Nesconset, NY 11767-2077.

### A. TERM

The term of this Agreement shall be from **July 1, 2019 through June 30, 2020** inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. SERVICES AND RESPONSIBILITIES:

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

#### **Full Day Instruction as per attached Student Summaries**

2. SERVICE PROVIDER shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by SERVICE PROVIDER to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to SERVICE PROVIDER upon any modification of a student's IEP. SERVICE PROVIDER further agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.
4. SERVICE PROVIDER shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. SERVICE PROVIDER represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. SERVICE PROVIDER represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.

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

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

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

- e. SERVICE PROVIDER further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects SERVICE PROVIDER to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages the DISTRICT sustains as a result of this breach. In addition, SERVICE PROVIDER shall be responsible for the indemnification to the DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

C. COMPENSATION:

1. In full consideration for the educational services to be rendered by SERVICE PROVIDER to the DISTRICT for the period of this Agreement, the DISTRICT will pay the SERVICE PROVIDER in accordance with the per pupil charge (PPC) set by the Commissioner of the New York State Education Department.
2. If the PPC for this school year is not available at the beginning of this school year, the DISTRICT shall pay the PPC applicable to the previous school year until a new PPC is set, at which time the parties shall adjust future tuition payments so that SERVICE PROVIDER will be paid in accordance with the rates applicable to that current school year. The DISTRICT shall retroactively pay SERVICE PROVIDER any underpayment for that current school year in accordance with the new PPC or any overpayments will be reimbursed by SERVICE PROVIDER to the DISTRICT for that current school year.
3. The DISTRICT shall be responsible for payment of the tuition as provided for in this Agreement as long as the child is enrolled in SERVICE PROVIDER's program(s) or until such time as the student is withdrawn from such program(s) in accordance with the termination provision herein.
4. SERVICE PROVIDER will submit an invoice for services rendered on a quarterly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall identify the names of the student(s) who received services. The DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment, but only as to the amount in dispute, pending the resolution of this dispute.
5. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the patient or patient's family for service provided pursuant to this Agreement.

D. MISCELLANEOUS

1. Termination:

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

2. Independent Contractor:

- a. SERVICE PROVIDER will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of the DISTRICT.
- c. Neither SERVICE PROVIDER 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.
- d. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for the DISTRICT, including but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER. The DISTRICT shall not be responsible for any expenses not mandated by the IEP incurred by SERVICE PROVIDER in performing services for the DISTRICT.
4. DISTRICT reserves the right to reject any of the SERVICE PROVIDER'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
5. Defense/Indemnification
  - a. SERVICE PROVIDER agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SERVICE PROVIDER, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
  - b. DISTRICT agrees to defend, indemnify and hold harmless the SERVICE PROVIDER, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
6. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
7. SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

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

To District: Elisa Pellati, CPA  
Assistant Superintendent for Business  
West Islip UFSD  
100 Sherman Ave.  
West Islip, NY 11795

To Service Provider: Cleary School for the Deaf  
301 Smithtown Blvd.  
Nesconset, NY 11767-2077  
Attn: Jacqueline Simms, Executive Director

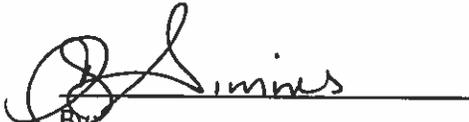
9. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
10. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
11. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
12. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
13. 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.
14. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

15. 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.
16. SERVICE PROVIDER shall maintain its charter as an approved educational program from the Regents of the University of New York. SERVICE PROVIDER shall be responsible for appropriate staff orientation and training related to provision of educational services to disabled children.
17. The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this AGREEMENT on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

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

SERVICE PROVIDER

DISTRICT

  
By: \_\_\_\_\_  
Jacqueline Simms  
Executive Director

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

A

**TUITION CONTRACT  
FOR  
SPECIAL EDUCATION SERVICES**

AGREEMENT made by and between the Board of Education of the Commack Union Free School District, having its principal office at Clay Pitts Road, P.O. Box 150, Commack, New York 11731 (hereinafter called the "Receiving School District"), and the Board of Education of the West Islip Union Free School District having its principal office at 100 Sherman Avenue, West Islip, New York 11795 (hereinafter called the "Sending School District").

**WITNESSETH:**

WHEREAS, pursuant to Education Law §4402(2)(b), the Sending School District is authorized to contract for special services or programs as the Sending School District shall deem reasonable and appropriate for students with disabilities, and has determined after consideration of the recommendations of the local committee on special education ("CSE") that the Receiving School District is adequate to provide such special education instruction and/or related services; and

WHEREAS, the Receiving School District is a public school district authorized by New York State to conduct, operate and maintain an educational program and provide special education and related services to students with disabilities; and

WHEREAS, the Sending School District is desirous of having the Receiving School District provide such instruction and/or related services to certain students with disabilities residing within the Sending School District; and

WHEREAS, the Receiving School District acknowledges that it has reviewed the Individualized Education Program(s) ("IEP") of the student(s) to be served pursuant to this agreement and warrants that it is capable of providing and will provide the level of instructional and related services required by each applicable IEP;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

1. The Sending School District hereby agrees to place, and the Receiving School District agrees to accept, the student(s) listed on the attached "Confidential Schedule A" in an appropriate program of the Receiving School District for the summer of the 2019 to 2020 school year. The term of this Agreement shall be from July 1, 2019 through August 30, 2019 inclusive, unless earlier terminated as provided in this Agreement.

**B. COMPENSATION:**

1. The Receiving School District shall be entitled to recover tuition from the Sending School District for each student receiving services pursuant to this Agreement in accordance with the NYSED Certified Tuition Summer Rates. The NYSED Certified Summer Rates will be the rate that is charged under the agreement and there will be no additional costs due for services provided under the Agreement. The rate is currently \$6,295 per student for the summer program. In addition, the Sending School District will be responsible for the 1:1 education rate, if applicable, which is currently \$3,575.70.
2. The Receiving School District shall submit a written invoice to the Sending School District which references the time period for which payment is being requested and includes a breakdown of the total amount due for the period specified.
3. The Sending School District shall pay the Receiving School District within thirty (30) days of receipt of each invoice by the Sending School District.
4. The Sending School District shall not incur any charges should the Receiving School District, its employees and/or agents in any way fail to perform services.

**C. SERVICES AND RESPONSIBILITIES:**

1. The Receiving School District shall provide the services as set forth in each student's Individualized Education Program (IEP). The Sending School District shall obtain and provide to the Receiving School District such releases, prescriptions and/or other legal documents as necessary for the Receiving School District to provide such services and to fulfill its obligations under this Agreement. The Sending School District shall provide prompt written notice to the Receiving School District of any modification of a student's IEP.
2. The Sending School District is responsible for OT and PT as set forth in the student's IEP. The related services are in addition to the tuition and will be billed separately and directed by the contractor to the Sending School District and paid by the Sending School District directly to the contractor.
3. The Sending School District shall give written notice to the Receiving School District if a student(s) is to be added or deleted from the Confidential Schedule A. Such notice shall be given thirty days in advance or as soon as the Sending School District becomes aware of the student terminating attendance in the Receiving School District's program. In the event that a student(s) is/are added or deleted during the term of this Agreement, the payment amount owed by the Sending School District shall be adjusted accordingly.

4. The Receiving School District shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department, including but not limited to the maintenance of the student's pendency rights, if and when such rights are properly asserted.
5. The Receiving School District agrees to report to the Sending School District on the progress of the student as requested and as set forth in the student's IEP. The Receiving School District agrees to permit a representative or representatives of the Committee on Special Education of the Sending School District to visit the program in which the student is enrolled upon reasonable prior written notice.
6. The Receiving School District shall make qualified personnel available to participate in meetings of the Sending School District's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the Receiving School District of such meetings.
7. The Receiving School District shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act including background checks and fingerprinting of all staff directly providing services to students.
8. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the Receiving School District shall promptly give written notice of same to the Sending School District.

D. INSURANCE:

1. The Receiving District, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the Receiving District and the Sending District, including the Board of Education, employees and volunteers, as additionally insured, against any claim for liability, personal injury or death occasioned directly or indirectly by the Receiving District in connection with the performance of the Receiving District's responsibilities under this agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be written by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-Minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the receiving district shall notify the sending district in writing within thirty (30) days of such cancellation or non-renewal.

E. REPRESENTATIONS:

1. The Receiving School District represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The Receiving School District represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
2. In the event that the required license/certification of any agent or employee of the Receiving School District providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the Receiving School District shall immediately notify the Sending School District in accordance with the requirements for all notices pursuant to this Agreement set forth below.
3. Nothing contained herein, shall serve to transfer responsibilities for the student from the Sending School District to the Receiving School District of offering a free appropriate public education except for the provision of the particular special education services contracted herein.

F. CONDITIONS:

1. 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.
2. To the fullest extent permitted by law, the Receiving School District shall indemnify, defend (with counsel selected by the Sending School District and reasonably approved by the Receiving School District) and hold harmless the Sending School District, its employees, agents, representatives and members of the Board of Education, from any and all liability, losses, costs, damages, and expenses (including but not limited to reasonable attorney's fees and disbursements) from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the Receiving School District's duties hereunder or the action of or the failure to act by the Receiving School District, its representatives, employees, or anyone for whose acts the Receiving School District may be liable.

In the event that any legal proceeding shall be instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from an indemnifying party under the provisions of this Paragraph F(2), the Sending School District shall promptly notify the Receiving School District of such suit, claim or demand, and give the Receiving School District an opportunity to defend same and settle same without any cost to the Sending School District, and shall extend reasonable cooperation to the Receiving School District in connection with such defense, which shall be at the expense of the Receiving School District. In the event that Receiving School District fails to defend the same within thirty (30) days of receipt of notice, the Sending School District shall be entitled to

assume the defense thereof, and the Receiving School District shall be liable to repay the Sending School District for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments).

All of the provisions of this Paragraph F(2) shall survive expiration or sooner termination of this Agreement.

3. To the fullest extent permitted by law, the Sending School District shall indemnify, defend (with counsel selected by the Receiving School District and reasonably approved by the Sending School District) and hold harmless the Receiving School District, its employees, agents, representatives and members of the Board of Education, from any and all liability, losses, costs, damages, and expenses (including but not limited to reasonable attorney's fees and disbursements) from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the Sending School District's duties hereunder or the action of or the failure to act by the Sending School District, its representatives, employees, or anyone for whose acts the Sending School District may be liable.

In the event that any legal proceeding shall be instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from an indemnifying party under the provisions of this Paragraph F(3), the Receiving School District shall promptly notify the Sending School District of such suit, claim or demand, and give the Sending School District an opportunity to defend same and settle same without any cost to the Receiving School District, and shall extend reasonable cooperation to the Sending School District in connection with such defense, which shall be at the expense of the Sending School District. In the event that Sending School District fails to defend the same within thirty (30) days of receipt of notice, the Receiving School District shall be entitled to assume the defense thereof, and the Sending School District shall be liable to repay the Receiving School District for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments).

All of the provisions of this Paragraph F(3) shall survive expiration or sooner termination of this Agreement.

G. TERMINATION:

1. Either the Sending School District or the Receiving School District may terminate this Agreement upon thirty (30) days prior written notice to the other party, subject to any asserted pendency rights. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. The parties agree that either party's failure to comply with any terms or conditions of

this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party, which violated the Agreement.

3. In the event the Sending School District or the Receiving School 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.
4. In the event the Sending School District's CSE changes the student's program or placement recommendation, the Receiving School District shall be entitled to a pro rata share of tuition through and including the final date of the student's attendance in the Program or the last day noticed, whichever is later.

H. NOTICES:

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

To the Receiving School District:

Superintendent of Schools  
Commack UFSD  
Clay Pitts Road  
P.O. Box 150  
Commack, NY 11731

To Sending School District:

Superintendent of Schools  
West Islip UFSD  
100 Sherman Avenue  
West Islip, NY 11795

I. GENERAL:

1. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
2. The relationship of the Receiving School District and the Sending School District over the course of this Agreement shall at all times be deemed an Independent Contractor. Employees of the Receiving School District are solely deemed employees of the Receiving School District for purpose of this Agreement and the Receiving School District is entirely responsible for their supervision, work, and

compensation. Employees of the Receiving School District will not be entitled to participate in any of the Sending School District's employee benefit programs such as workers' compensation, unemployment insurance, retirement benefits, fringe benefits, disability benefits, or other similar programs.

3. Both parties acknowledge and agree to comply with all laws, rules and/or regulations as applicable and pertaining to the confidentiality of information obtained, transmitted, reviewed, generated, requested, provided, maintained and/or otherwise utilized in connection with this Agreement. This shall include but not be limited to the requirements of the Individuals with Disabilities Education Act ("IDEA"), the Family Educational Rights and Privacy Act ("FERPA") and any concurrent Federal And/or State law, rule and/or regulation. The Receiving School District agrees that it will not disclose confidential information to third parties except as provided for and necessitated under this Agreement. This provision will survive the termination of this Agreement.
4. 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.
5. 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 provisions(s) eliminated.
6. This Agreement and the rights and obligations of the parties hereunder shall be subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement shall be litigated in the Supreme Court, Suffolk County, New York or any other court of New York State located in Suffolk County, New York.
7. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
8. There are no third-party beneficiaries of or in this Agreement or any of the terms or provisions hereof or any of the rights, privileges, duties, liabilities or obligations created hereby.
9. This is a negotiated agreement, and this Agreement shall not be construed against any party by reason of this Agreement being prepared by such party's attorney.

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

Sending School District

Receiving School District

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

\_\_\_\_\_  
By: Steven Hartman  
President, Board of Education

Date \_\_\_\_\_

Date \_\_\_\_\_

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

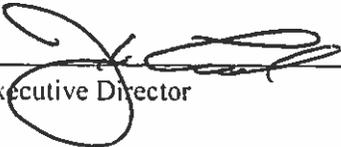
**RIDER TO SERVICE AGREEMENT**

RIDER to the Agreement dated as of July 1, 2019, by and between Developmental Disabilities Institute, Inc. ("DDI"), having its principal offices located at 99 Hollywood Drive, Smithtown, New York, 11787, and the School District ("District").

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

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

**DEVELOPMENTAL DISABILITIES INSTITUTE, INC.**

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

John Lessard  
Printed Name

5/22/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
School District Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2019**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Developmental Disabilities Institute** (hereinafter the "CONSULTANT"), having a principal mailing address of 99 Hollywood Drive, Smithtown, New York 11787.

### A. TERM

1. The term of this Agreement shall be from **July 1, 2019** through **June 30, 2020**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

**Full Day Instruction as per attached Student Information Summaries  
(See attached Addendum)**

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

*J. Strubig*

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be based as per amount approved by the Commissioner of Education for the 2019-2020 school year, and paid by DISTRICT as per Section 175.6 of the Commissioner's Regulations.

*J. Strubig*

## E. INSURANCE

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

## F. TERMINATION

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

## G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

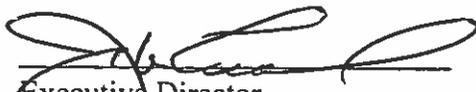
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

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

Developmental Disabilities Institute

West Islip Union Free School District

BY:

  
Executive Director  
JOHN MESSARD

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

President, Board of Education

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2019**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Laura Anne Hershberger, M.D.** (hereinafter the "CONSULTANT"), having a principal mailing address of 755 Park Avenue, Suite 160, Huntington, New York 11743.

### A. TERM

1. The term of this Agreement shall be from **July 1, 2019** through **June 30, 2020**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. CONDITIONS

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

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

### C. SERVICES AND RESPONSIBILITIES

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

#### **PSYCHIATRIC EVALUATIONS DISTRICT-WIDE**

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

### D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as at the rate of \$1,000.00 per evaluation. A "cancellation fee" of \$450.00 will be charged to the DISTRICT if an appointment is not cancelled 24 hours prior.

### E. INSURANCE

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board

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

2. CONSULTANT shall provide the DISTRICT 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.

Laura Anne Hershberger, M.D.

West Islip Union Free School District

BY:   
Laura Anne Hershberger, M.D.

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

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

**and**

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

Supplemental Agreement dated this 1st day of July, 2019 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Laura Anne Hershberger, M.D.** (the "Contractor") located at 755 Park Avenue, Suite 160, Huntington, NY 11743.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

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

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

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

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

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

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

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

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

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

Files will be stored in a locked office & file cabinet  
that only writer has access to. Files will also be stored  
on a password protected computer hard drive within  
my office.

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

Laura Anne Hershberger, M.D.

WEST ISLIP UFSD

By: *Laura Anne Hershberger MD*

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

Print Name: Laura Anne Hershberger MD

Print Name: Steven D. Gellar

Title: Child and Adolescent Psychiatrist

Title: President, Board of Education

Date: 5/15/19

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

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of **July, 2019**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Long Island Developmental Consulting, Inc., (LIDC)** (hereinafter the "CONSULTANT"), having a principal mailing address of 1355 Stony Brook Road, Stony Brook, NY 11790.

### A. TERM

1. The term of this Agreement shall be from **July 1, 2018** through **June 30, 2019**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. CONDITIONS

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

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

### C. SERVICES AND RESPONSIBILITIES

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

#### **District-wide Related Services**

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

### D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as per **attached 2019-2020 Rate Schedule**.

### E. INSURANCE

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

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

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

#### F. TERMINATION

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

#### G. SUCCESSORS AND ASSIGNS

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

#### H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

**Long Island Developmental  
Consulting, Inc. DBA LIDC SERVICES**

**West Islip Union Free School District**

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

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

RFP #1900

LIDC

Provider Services Quotation Sheet-  
West Islip UFSD

Special Education Services for school years 2019-2022 (3 years)

Evaluations	Session	Rate
Audiological	Per Evaluation	
Central Auditory Processing	Per Evaluation	
Educational	Per Evaluation	225.00
FBA/BIP	Per Evaluation	750.00
Neurological		
Neuro psychological Evaluation		
Occupational Therapy Evaluation	Per Evaluation	
Physical Therapy Evaluation	Per Evaluation	
Psychiatric Evaluation	Per Evaluation	
Psycho-Educational Evaluation	Per Evaluation	750.00
Psychological Evaluation	Per Evaluation	225.00
Social History	Per Evaluation	
Speech-Language Evaluation	Per Evaluation	205.00
Services	Session	Rate
Behavior/ Autism Consulting	30 min session	62.50
Hearing Itinerant Services	30 min session	
Occupational Therapy-Group	30 min session	
Occupational Therapy-Individual	30 min session	
Orientation & Mobility Service	30 min session	
Parent Training & Counseling	30 min session	50.00 ( \$ 62.50 with BCBA)
Physical Therapy-Group	30 min session	
Physical Therapy- Individual	30 min session	
Resource Room-Group	30 min session	
Resource Room- Individual	30 min session	
Speech Services-Group	30 min session	
Speech Services-Individual	30 min session	45.00
Vision Itinerant Services	30 min session	
Consult Teacher Services	30 min session	
Special Education Teacher in District	30 min session	40.00 BIS 45.00 Home Bound Instruction
Teacher Assistant ( at home)	30 min session	25.00
CSE Meeting Attendance	30 min session	62.50
Professional Development	Per Day	125.00 (per hour)
Nursing Services	Session	Rate
Nursing Services-RN	Per Hour	
Nursing Services-LPN	Per Hour	

Provider Services Quotation Sheet -  
West Islip UFSD

Special Education Services for school years: 2019 - 2022(3 Years)

Service	Unit	Rate
Audiological	Per Evaluation	\$525.00
Central Auditory Processing	Per Evaluation	\$1750.00
Educational (by special educator)	Per Evaluation	\$275.00
FBA/BIP	Per Evaluation	\$125.00/hr
Neurological		
Neuropsychological Evaluation	per Evaluation	\$3600.00
Occupational Therapy Evaluation	Per Evaluation	\$190.00
Physical Therapy Evaluation	Per Evaluation	\$190.00
Psychiatric Evaluation		
Psycho-Educational Evaluation	Per Evaluation	\$775.00
Psychological Evaluation	Per Evaluation	\$475.00
Social History	Per Evaluation	\$125.00
Speech-Language Evaluation	Per Evaluation	\$275.00
Services	Session	Rate
Behavior/ Autism Consulting	30 Min Session	\$62.50
Hearing Itinerant Services	30 Min Session	\$63.00
Occupational Therapy - Group	30 Min Session	\$62.50
Occupational Therapy - Individual	30 Min Session	\$42.50
Orientation & Mobility Service	30 Min Session	
Parent Training & Counseling	30 Min Session	\$60.00
Physical Therapy - Group	30 Min Session	\$62.50
Physical Therapy - Individual	30 Min Session	\$42.50
Resource Room - Group	30 Min Session	
Resource Room - Individual	30 Min Session	\$45.00
Speech Services - Group	30 Min Session	\$62.50
Speech Services - Individual	30 Min Session	\$42.50
Vision Itinerant Services	30 Min Session	\$63.00
Consult Teacher Service	30 Min Session	\$45.00
Special Education Teacher in District	30 Min Session	\$45.00
Teacher Assistant	30 Min Session	\$20.00
CSE Meeting Attendance	30 Min Session	\$42.50
Professional Development	Per Day	\$1600.00
Nursing Services	Session	Rate
Nursing Services - RN	Per Hour	
Nursing Services - LPN	Per Hour	

RR Group of 2: \$35.00 per child  
RR Group of 3-5: \$30.00 per child

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

**and**

**LONG ISLAND DEVELOPMENTAL CONSULTING, INC.**

Supplemental Agreement dated this 1st day of July, 2019 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Long Island Developmental Consulting, Inc.**, (the "Contractor") located at 1355 Stony Brook Road, Stony Brook, NY 11790.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

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

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

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

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

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

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

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

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

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

All data is stored on a HIPAA compliant encrypted server  
with updated fire walls and password protection. Non electronic data  
is stored in file room, accessible by digital key code only.

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

**LONG ISLAND DEVELOPMENTAL  
CONSULTING, INC.**  
DBA LIDC SERVICES

**WEST ISLIP UFSD**

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



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

Print Name: Karen Mulcahy Walsh

Print Name: Steven D. Gellar

Title: Director LIDC

Title: President, Board of Education

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

5/1/14

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

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2019, 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 The Eden II School for Autistic Children (hereinafter the "CONSULTANT"), having a principal mailing address of 15 Beach Street, Staten Island, New York 10304-2713.

### A. TERM

1. The term of this Agreement shall be from July 1, 2019 through June 30, 2020, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

**SEE ATTACHED ADDENDUM A**

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation for residential placement shall be in the amounts approved by the Commissioner of Education for the 2018-2019 school year.

E. INSURANCE

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

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

2. CONSULTANT shall provide the DISTRICT 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

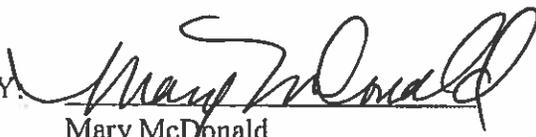
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

The Eden II School for Autistic Children

West Islip Union Free School District

BY:

  
Mary McDonald

Associate Executor Director

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

**HENRY VISCARDI SCHOOL  
§ 4201 SERVICE AGREEMENT**

This Agreement made this 1 day of July, 2018 by and between the Henry Viscardi School ("hereinafter Receiving School") having its principal place of business located at 201 I.U. Willets Road, Albertson, NY 11507 and West Islip Union Free School District, ("Sending District") having its principal place of business for purposes of this Agreement at 100 Sherman Avenue, West Islip, NY 11795.

**WITNESSETH:**

**WHEREAS**, pursuant to Education Law §4402(2)(b) the Sending District is authorized to contract for special services or programs as the Sending School shall deem reasonable and appropriate for students with disabilities after consideration of the recommendations of the local committee on special education ("CSE"); and

**WHEREAS**, the Henry Viscardi School ("HVS") is chartered by the Board of Regents of the University of the State of New York pursuant to § 4201 of the New York State Education Law and as such is authorized to establish, conduct, operate and maintain an educational program for students with disabilities and provide related services to students with disabilities; and

**WHEREAS**, the Sending District desires for the Receiving School to provide such special education instruction and/or related services to certain students with disabilities residing within the Sending District; and

**WHEREAS**, the Receiving School acknowledges that it has reviewed the Individualized Education Program(s) ("IEP") of the student(s) to be served pursuant to this Agreement and warrants that it is capable of providing and will provide the level of instructional and related services required by each applicable IEP;

**NOW, THEREFORE**, it is mutually agreed by and between the parties as follows:

1. **Term of Agreement:** The term of this Agreement shall be from July 1, 2018 through June 30, 2019 unless terminated earlier as set forth herein.
2. **Services:**
  - a. The Receiving School hereby agrees to furnish instruction and/or services as set forth in Appendix "A" to the students listed in Appendix "A".

- b. The Receiving School shall make appropriate personnel available to participate in Committee on Special Education ("CSE") meetings, as appropriate. In addition, the Receiving School shall provide the District with a copy of any progress reports, testing and/or observation reports, goals and objectives, etc. which are prepared in connection with the services provided pursuant to this Agreement, as well as any other reports or educational records, including but not limited to pupil attendance reports, requested by the District. The Sending District and/or its designated representatives shall have the right to visit the Receiving School during normal business hours upon a reasonable written request.

3. **Payments:**

- a. In full consideration for the educational services to be rendered by the Receiving School to the Sending District for the period of this Agreement, the Sending District will pay to the Receiving School, for each child, a Per Pupil Charge (PPC) set by the Commissioner of the New York State Education Department. If the PPC is not available at the beginning of the school year for the period of this Agreement, the Sending District shall pay the PPC applicable to the previous school year until the new PPC is set, at which time the parties shall adjust future tuition payments so that the Receiving School will be paid in accordance with the rates applicable to the school year set forth in this Agreement. The Sending District shall retroactively pay the Receiving School any underpayment for that current school year in accordance with the new PPC or any overpayments will be reimbursed by the Receiving School to the Sending District for that current school year.
- b. The Sending District shall be responsible for payment of the tuition as provided for in this Agreement as long as the child is enrolled in the Receiving School's program(s) in accordance with the termination provision(s) herein.
- c. **Invoice Due On Monthly Basis:** The Receiving School will submit an invoice for services rendered on a monthly basis, and payment to the Receiving School shall be made within thirty (30) days from receipt of invoice from the Receiving School. The invoice shall include time sheets and attendance, types of services rendered and fees payable and individuals who received services. Students shall be assigned an identification

number which shall be used in place of student names for billing purposes. The Sending District shall give the Receiving School notice of any invoice dispute within twenty (20) days of receipt of invoice.

- d. The Sending District may add or remove any student at any time during the term of this Agreement subject to the termination provisions herein. Payment for students that are added or removed shall be prorated for the time the services were provided to the student.
- e. No parent or guardian shall be required to make any payment for services on behalf of any child covered by this Agreement.

4. **Termination:**

Either the Sending District or the Receiving School may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.

The Sending District shall only be responsible for the pro-rated portion of payment for services provided up to the effective date of the termination.

In the event of termination the Receiving School shall cooperate with the Sending District to wind down any activities hereunder and all reports or other materials due to the Sending District from the Receiving School shall be promptly completed.

Nothing in this paragraph "4" shall be construed to limit the Receiving School's right to immediately remove a student(s) from the academic setting in accordance with law, if the student's continued presence poses a danger to the health or safety of students or others. In that event, the Receiving School shall consult with the Sending District, and shall notify the Sending District of the removal in writing.

- 5. **Incidents:** The Receiving School shall notify the Sending District promptly of any problems, situations or incidents that occur during the provision of services. The Receiving School shall make available any incident reports and/or other documentation regarding incidents to the extent permitted by law.
- 6. **SAVE Legislation:** The Receiving School understands and agrees that it is responsible for compliance with all applicable Federal, State, local statutes, rules, and ordinances including the requirements of

Project SAVE and the SAFE SCHOOL ACTS ("Project SAVE"), with respect to any person providing services by or through the Receiving School under the terms of this Agreement. All persons providing services by or through the Receiving School under the terms of this agreement shall have received appropriate fingerprinting clearances required by law prior to providing services to the Sending District. Upon request the Receiving School shall provide a complete roster of all persons who will and/or may be providing services in connection with this Agreement and shall be responsible for immediately providing the Sending District with any modification to that roster throughout the course of the Agreement.

7. **Indemnification and Hold Harmless:** The Receiving School agrees to defend, indemnify and hold harmless the Sending District, its Board of Education, the Board's agents, officers, trustees, attorneys and employees, all in their corporate and individual capacities, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of this Agreement. This provision shall survive termination of this Agreement. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. This coverage must span the duration of this Agreement and include a modification and/or cancellation notice to the District of at least thirty (30) days. An applicable insurance endorsement, naming the Sending District as an additional insured, shall be provided to the Sending District by the Receiving School upon execution of this Agreement.

The Sending District agrees to defend, indemnify and hold harmless the Receiving School, its School Board, the Board's agents, officers, trustees, attorneys and employees, all in their corporate and individual capacities, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of this Agreement. This provision shall survive termination of this Agreement. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. This coverage must span the duration of this Agreement and include a modification and/or cancellation notice to the District of at least thirty (30) days. An applicable insurance endorsement, naming the Receiving School as an additional insured, shall be provided to the Receiving School by the Sending District upon execution of this Agreement.

8. **Insurance:**
- a. The Receiving School shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the Receiving School and the Sending District, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the Receiving School in connection with the performance of the Receiving School'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 (\$3,000,000.00).
  - b. Upon the execution of this Agreement, the Receiving School agrees to effectuate the naming of the Sending District as an additional insured on the Receiving School's insurance policies, with the exception of worker's compensation and professional liability, and shall provide the Sending District with a Certificate of Insurance in this regard.
9. **Notice of Litigation:** In the event litigation is initiated or a request for an impartial hearing or administrative complaint is filed in connection with the provision of services under this Agreement, the parties shall promptly give written notice to the other party upon receipt of such notice.
10. **HIPAA:** Both parties acknowledge that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said regulations, where applicable. If at any time during the course of this Agreement it is determined by agreement of both parties or an entity with appropriate jurisdiction that either district is considered a "covered entity" as defined by HIPAA, the Sending District and Receiving School agree to enter into a Business Associate Agreement to ensure compliance with the Standards for Privacy of Individually Identifiable Health Information pursuant to HIPAA."
11. **Student Health Services:** Upon parental consent, the Sending District shall receive all medical prescription information from the parent/person in parental relation of any student referred to the Receiving School. The Sending District shall send the Receiving School copies of such prescription information upon its written request.

12. **Compliance with Law:** All services will be provided in accordance with Federal, State, Sending District and local law, rules, regulations, ordinances, policies, procedures, rules and standards.
13. **Licensing:** The Receiving School will ensure that its staff possesses any requisite licenses and qualifications to perform the services contracted for. The Receiving School shall verify the existence and validity of licenses and credentials and in the event the required license and/or certification of any agent, contractor or employee of the Receiving School providing services under this Agreement is revoked, terminated, suspended or otherwise impaired, the Receiving School shall immediately notify the Sending District. The Receiving School shall also verify that all individuals providing services under this Agreement are of good character and are in good professional standing. Where applicable, the Receiving School agrees to submit to the Sending District written proof of certification and/or licensing and forms to document the evaluation of and services provided to Medicaid eligible students.
14. **Assignment:** It is expressly understood that no party may assign their rights, duties and/or obligations under this Agreement without the written consent of the other party.
15. **No Discrimination:** Services provided under this Agreement shall be performed without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, military status, marital status, predisposing genetic characteristics or disability and the parties shall take affirmative action to ensure that such individuals are afforded equal opportunities without discrimination. Furthermore, with respect to disciplinary measures for students with disabilities, the Receiving School shall act in accordance with all applicable Federal, State and local laws, rules and regulations.
16. **Notices:** All notices which are required or permitted under this Agreement shall be in writing and shall be deemed to have been given if delivered in person or sent by registered or certified mail, to the address provided below. The parties may change such address upon written notice as set forth in this paragraph. Notices delivered in person shall be deemed communicated upon actual receipt. Notices delivered by mail shall be deemed communicated two (2) days after mailing:

To the Sending District: 100 Sherman Avenue, West Islip, N.Y., 11795

Attn: Elisa Pellati, Assistant Superintendent for Business

To the Receiving School: Henry Viscardi School, 2011 I.U. Willets Path, Albertson, NY.  
Attn: Sheryl Buchel

17. **Audits:** The Receiving School agrees to cooperate with the State and its Agents and provide all information to them as may be required for the State and its Agents to fulfill their auditing or other legal responsibilities. This provision shall include but not be limited to, records in which the State and/or its Agents require in order to determine either party's compliance with any Federal or State statutes or regulations applicable to this Agreement. In the event the Receiving School is required to furnish such information, it shall be furnished at such times as required by the State and/or its Agents.
18. **Commissioner of Education:** The Receiving School agrees that the New York Commissioner of Education and/or his/her designated representatives shall have the right to visit the Receiving School as it reasonably deems necessary.
19. **Independent Contractor:** The relationship of the Receiving School and the Sending District over the course of this Agreement shall at all times be deemed an Independent Contractor. Employees of the Receiving School are solely deemed employees of the Receiving School for purpose of this Agreement and the Receiving School is entirely responsible for their supervision, work, and compensation. The Receiving School, its officers, employees and/or agents shall not hold itself out as employees of the Sending District. Employees of the Receiving School will not be entitled to participate in any of the Sending District's employee benefit programs such as workers' compensation, unemployment insurance, retirement benefits, fringe benefits, disability benefits, or other similar programs. To the extent required by Federal or State requirements, the parties agree to submit a Form 1099 and IT 2102.1 to the Federal Government at year-end for all individuals with a gross income that exceeds \$600, which shall be reported for income tax purposes.
20. **Confidentiality:** The Receiving School, its employees, and/or agents acknowledge and agree that all information obtained, transmitted, reviewed, generated, requested, provided, maintained and/or otherwise utilized in connection with this Agreement shall be deemed confidential. The parties, their employees, and/or agents acknowledge and agree to comply with all laws, rules, and/or regulations, which shall include but not be limited to the requirements of the Individuals with Disabilities Education Act ("IDEA"), the Family Educational Rights and Privacy Act ("FERPA") and any concurrent Federal and/or State law, rule and/or regulation. The Receiving School, its employees, and/or

agents further agree that any information obtained during the course of this Agreement which relates to the personal, financial, or other affairs of the Sending District, its employees, and/or their agents shall be deemed confidential. The Receiving School agrees that it will not disclose confidential information directly or indirectly to third parties except as provided for and necessitated under this Agreement or law. This provision will survive the termination of this Agreement.

21. **Reservation of Rights:** The Receiving School reserves all rights in law or in equity not otherwise expressly provided for in this Agreement.
22. **Enforcement:** Neither parties' course of dealing nor the failure, omission, or delay of either party to enforce any right under this Agreement shall be construed as a waiver nor limitation of that party's right to subsequently enforce every right under this Agreement. Furthermore, no partial or single exercise of any right under this Agreement shall be construed as a waiver or limitation of that party's right to subsequently enforce every right under this Agreement. In order for a waiver to be effective under this Agreement, it shall be expressly stated in writing and signed by the party to be charged with such waiver. No waiver under this Agreement shall constitute a continuing waiver, a waiver with regards to any other or subsequent breach or default of such provision, or a waiver of any other right hereunder, unless it is expressly stated in writing and signed by the party to be charged with such waiver.
23. **Entire Agreement:** This Agreement contains the entire agreement between the parties and shall not be modified, except in writing and signed by both parties.
24. **Severability:** If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.
25. **Execution:** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same document as if all parties had executed a single original document. This Agreement may be executed by facsimile copy and each signature thereto shall be and constitute an original signature, as if all parties had executed a single original document.
26. **Warranties:** Each party represents and warrants to the other party that this Agreement has been duly authorized, executed and delivered and that the performance of its obligations under this Agreement do

not conflict with any order, law, rule or regulation or any Agreement or understanding by which such party is bound.

27. **Record Retention:** Both parties shall comply with all record retention requirements applicable under law to the records pertaining to this Agreement.
28. **Construction:** The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against either party. Section headings in this Agreement are for convenience only and are not to be construed as part of this Agreement in any way or limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person or persons, entity or entities may require.
29. **Conflicts of Interest:** The Receiving School represents that there are no conflicts of interest between the Receiving School and the Sending District and/or that would otherwise limit Sending School's participation in this Agreement.
30. **Governing Law:** This Agreement shall be governed, interpreted and enforced in all respects by the laws of the State of New York, without regard to conflict or choice of law principles. Furthermore, all claims relating to or arising out of this Agreement, or breach thereof, including, but not limited to, claims sounding in contract or tort, shall also be governed, interpreted and enforced in all respects by the laws of the State of New York, without regard to conflict or choice of law principles. Each of the parties agrees to submit to the jurisdiction of the courts of the State of New York, County of Nassau or the Federal Court otherwise having jurisdiction. As such, the parties agree that any action related to this Agreement shall be litigated in such courts and waives any defense it may have with regards to improper venue or *forum non conveniens*,
31. **Authorization for Agreement:** The undersigned parties' representatives warrant and agree that they are duly authorized agents who possess the legal right and authority to enter into this Agreement and bind each party with respect to its obligations set forth herein.
32. **Survival:** All provisions of this Agreement that would reasonably be expected to survive the termination or expiration of this Agreement shall do so.

By: Michael Tomback  
for HVS Representative, Sheryl Buchel  
Receiving School

Date: 5/9/19

By: \_\_\_\_\_  
Sending District, Representative

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

1099 Jay Street  
Bldg. F. 2nd Floor  
Rochester, NY 14611



## Services Agreement Reinstatement

Name of Employer: **West Islip Union Free School District**

The Services Agreement for the fiscal year Jul 1, 2018 – Jun 30, 2019 entered into by your organization and U.S. OMNI is hereby reinstated and amended for the fiscal year Jul 1, 2019 - Jun 30, 2020 with the following fee schedule below:

### FEE SCHEDULE FOR 2019-2020 YEAR

Billing Option: Preferred Provider Program (P3) - Limited

<u>Description</u>	<u>No. of Accounts</u>	<u>Rate</u>	<u>Annual Amount</u>
<u>P3 Administrative Fee</u>		\$1500	\$1500
<u>Non-P3 Service Provider 403(b)*</u>	33	\$36	\$1188
<u>457(b) Accounts</u>	0	\$0	Included
<b><u>Total 2019-2020</u></b>			<b>\$ 2688</b>

*\*Includes 403(b) ROTH Accounts if allowed*

EMPLOYER:

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

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

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

OMNI FINANCIAL GROUP, INC. d/b/a U.S. OMNI

Name: 

By: Robert F. McLean, President

Date: May 24, 2019

PLEASE RETURN A SIGNED COPY BY JULY 1, 2019

NY-214



1490 North Clinton Avenue • Bay Shore, NY 11706  
631•969•2500 • Fax: 631•969•2613

**E-RATE PROCESSING SERVICE AGREEMENT**

**Standard Service**  
**July 1, 2019- June 30, 2020**

	<b>DESCRIPTION OF SERVICES</b>	<b>COST</b>
<b>470 &amp; 471</b>	Prepare districts to have available Free and Reduced Lunch Data, student counts, copies of bills for eligible services, and limited projects anticipated for implementation in the next program year to assist in completion Forms 470 & 471	
	Assemble all the above information for preparation of draft Form 471 for approval by district	
	Assist district in meeting all deadlines	
	Maintain and update database with all pertinent information	
	Assist district in handling basic problem resolution (PIA)	
<b>RALLY</b>	Assist district in reviewing RALLY Form and making corrections as approved by district	
<b>486</b>	Determining award status for each FRN	
	Prepare Form 486 and submit to district for review and signature	
	Update database as information becomes available	
	Submit approved Form 486 to USAC	
<b>SPIN CHANGE Appeals</b>	Assist district in Service Provider Change requests (SPIN Changes) Assist district in basic USAC Appeals	
<b>BEAR Form</b>	Take information provided by district for eligible funded FRN's and tally it monthly or annually for data entry onto BEAR Forms (It is district's responsibility to ensure that Service Provider determines eligible versus non eligible services being provided). District may provide monthly bills and/or summary sheet showing amounts to enter on BEAR form.	
	Submit BEAR form to District for approval (and signature) and to Service Provider for approval (and signature). Submit completed BEAR form to USAC for	
	Update database with information	
<b>Copies Fax and FedEx</b>		
	<b>Total Annual Cost</b>	<b>\$3500.00</b>
<b>Additional Support from Integra Services is available and billable at an hourly rate of \$150/hr</b>		

**E-RATE PROCESSING SERVICE AGREEMENT- PAGE 2**

- Does not include on site visits, technology planning, audits, or protracted inquiries from the--SLD (such as Item 21 Audits) or Complex Appeals(such as FCC) and Protracted Problem Resolution
- There may be additional charges for the district's non-timely response to information requests from Integra. Missed USAC deadlines are the district's responsibility.
- Services Include Data Entry of up to two Form 471's, additional Form 471's will be at a cost of \$500 each

As a reminder, these services are designed to assist you in the processing of your E-Rate forms. The District is Solely responsible for the accuracy and eligibility of the information provided therein. The District is to maintain full control of bids, requests for proposals and service provider selection including contracts.

It is the districts responsibility, in cooperation with their Service Providers, to determine eligibility of service being requested, funded and reimbursed. Further, decisions for award of discounted services are the sole discretion of

the USAC and may be denied or revoked at any time. Integra provides no guarantees that districts will be funded or that services funded will not be revoked by USAC or the FCC. As a reminder, all information received from the USAC must be forwarded to Integra immediately upon receipt in order for us to assist the district in responding to those inquires. It is the District's responsibility to confirm that we receive all requests from USAC and provide sufficient time for Integra to assist in a timely response. As the District is the listed contact for all E-Rate applications, it is the district's responsibility to monitor all deadlines for response and forms that Integra is assisting with.

Accepted: \_\_\_\_\_  
(Name and Title)

District: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

**CULLEN & DANOWSKI, LLP**  
CERTIFIED PUBLIC ACCOUNTANTS

JAMES E. DANOWSKI, CPA  
PETER F. RODRIGUEZ, CPA  
JILL S. SANDERS, CPA  
DONALD J. HOFFMANN, CPA  
CHRISTOPHER V. REINO, CPA  
ALAN YU, CPA

July 1, 2019

Board of Education and Audit Committee  
West Islip Union Free School District  
Administrative Office  
100 Sherman Street  
West Islip, New York 11795

Dear Members of the Board of Education and Audit Committee

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the West Islip Union Free School District (District) for the year ending June 30, 2020. We will perform a risk assessment update and provide services for the District as follows:

**Risk Assessment Update**

We will perform a risk assessment update of the District's business operations for the fiscal year ending June 30, 2020. Our risk assessment update will be in accordance with generally accepted auditing standards and guidelines promulgated by the Department of Audit and Control and Education Department of the State of New York. Our risk assessment update will include identification of the District's audit areas together with its policies and procedures, the internal controls currently in effect, as well as those that might otherwise be required or recommended. We will assess the District's current control environment that includes a comparison to the prior year and we will determine the status of the recommendations from the previous audit reports.

We plan to begin our procedures during September 2019, and unless unforeseeable problems are encountered, the engagement should be completed by November 30, 2019.

**Report**

We will communicate the results of our risk assessment update in a formal report. We will identify risks and related controls. We will also suggest ways in which the District might improve its risk management system regarding financial reporting and management controls including the internal controls currently in effect, as well as those that might otherwise be required or recommended. These reports are intended for internal use only and should not be used for any other purpose.

The purpose of these reports is to assist the Audit Committee in improving the process by which the District monitors and manages its risk. However, it is ultimately the District's responsibility to assess the adequacy of its risk management system and any of our suggestions.

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Fee

Our fee for the risk assessment update and report thereon will be a fixed price of \$10,000.

At the conclusion of the engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the operations of the departments reviewed during this engagement in accordance with District policies and procedures.

Testing and Assessment of Selected System(s)

The testing and assessment of selected systems is variable and dependent upon the results of the risk assessment update that we will perform in the initial phase of our engagement. The results of the risk assessment update will be discussed and reviewed with the Audit Committee so as to arrive at a consensus as to the higher-risk areas that should be subject to testing and further risk assessment procedures. We will determine the extent and timing of these procedures in consultation with the Audit Committee.

Report

We will communicate the results of our internal audit (i.e., testing) in a formal report. As a result, we will suggest ways in which the District might improve its internal controls currently in effect, as well as those that might otherwise be required or recommended. These reports are intended for internal use only and should not be used for any other purpose.

Fees

Estimated time for internal audits and fees will be refined after the preparation of a comprehensive risk analysis, and when the District's Audit Committee decides on the detailed nature and scope of the assignment. Other factors to be considered include the desired level of coverage of individual school buildings, functions, departments, level of assurance desired (i.e., nature and extent of tests performed), and other discretionary factors.

We will come to an agreement of an estimate with the Audit Committee prior to commencement of the work. Based upon its review of the risk assessment update, the Audit Committee will be responsible for the areas to be included in the audit plan. The fee will be based upon the estimated time and the following hourly rate schedule (in effect through June 30, 2020):

Partner	\$ 210
Manager	175
Supervisor	155
Senior	140
All Staff	120

Our fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices will be rendered as work progresses based on hours of work completed and are payable on presentation. If for any reason we are unable to complete our engagement, we will not issue a report as a result of this engagement.

**West Islip Union Free School District**

For the year ending June 30, 2020

Page 3 of 3

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This agreement may be cancelled by the Board of Education at any time, for any reason. In the event of such cancellation, the Board shall be required to pay for all services provided prior to the date of cancellation.

Don Hoffmann, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

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

Very truly yours,

*Cullen & Danowski, LLP*

For the Firm:



Don Hoffmann

Partner

**RESPONSE:**

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

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

Signature: \_\_\_\_\_

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

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

# WEST ISLIP PUBLIC SCHOOLS 2019-2020 BUDGET RESULTS

*Number of ballots cast including absentee ballots – 1,638*

## PROPOSITION NO. 1 BUDGET

YES	1,221
NO	404

## PROPOSITION NO. 2 ESTABLISHMENT OF CAPITAL RESERVE

YES	1,167
NO	402

## PROPOSITION NO. 3 VOTER REGISTRATION

YES	1,248
NO	337

## BOARD OF EDUCATION TRUSTEE ELECTION RESULTS

Thomas Compitello	1,154
Annmarie LaRosa	1,039
Peter McCann	1,201

May 22, 2019

## RESOLUTION FOR EMERGENCY USE OF HERBICIDE

WHEREAS, Education Law §409-k requires Board of Education approval on emergency applications of weed control in areas that are classified as playgrounds, turfs, athletic or playing fields.

Therefore, BE IT RESOLVED that the Board of Education of the West Islip Union Free School District approves a one-time application of weed and poison ivy control herbicide on Bayview Elementary School fence-line and field areas, Kirdahy Elementary School fields playground areas, Udall Road Middle School athletic field fence-lines, West Islip High School turf field perimeters, and softball and baseball fields clay at West Islip High School, Beach Street Middle School and Udall Road Middle School provided that the application will be made by a licensed pesticide applicator, will be scheduled as to not interfere or conflict with any student scheduled activities, and all regulations concerning neighbor notification will be followed.

**LAW OFFICES OF THOMAS M. VOLZ, PLLC**

**AGREEMENT .**

**for**

**GENERAL COUNSEL SERVICES**

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT, hereinafter referred to as the "BOARD", and THE LAW OFFICES OF THOMAS M. VOLZ, PLLC, hereinafter referred to as the "ATTORNEYS."

WHEREAS, the BOARD, at its meeting of \_\_\_\_\_, 2018, retained THE LAW OFFICES OF THOMAS M. VOLZ, PLLC, as the General Counsel for the School District for the school year July 1, 2018 through June 30, 2019, and

WHEREAS, the BOARD and the ATTORNEYS desire to record the terms and conditions of such retainer in contract form,

NOW, THEREFORE, it is hereby agreed as follows:

- I. TERM: July 1, 2018 through June 30, 2019.
- II. GENERAL COUNSEL SERVICES UNDER RETAINER
  - A. Legal opinions pertaining to all issues under the New York State Education Law, Commissioner of Education Decisions, Commissioner of Education Regulations, General Municipal Law, Public Officers Law, New York State Comptroller's Opinions, all relevant federal, state and local laws, regulations and case law.
  - B. Attendance at meetings of the Board of Education, as requested.
  - C. Review of Board agenda and/or minutes, as required.
  - D. Review and analysis of current and proposed Board policies and administrative regulations.
  - E. Daily advice and consultation to the Superintendent of Schools, Board President and other designated school officials.
  - F. Seminars for staff, as requested by the Superintendent of Schools, regarding topics such as student discipline, special education, Section 504 or other areas of need.

- G. Monitoring of and consultation with the Superintendent regarding new laws, legislation, and State Education Department guidelines.
- H. Opinions and guidance regarding business office matters, including bidding and procurement of goods and services, construction and renovations, insurance coverage and risk management.
- I. Guidance pertaining to compliance with special education requirements at a federal and state level.
- J. Review and drafting of contracts with vendors, consultants and other service providers.
- K. Analysis of documents relative to budget and election matters.
- L. Review of bid documents and contracts for construction, architectural services and construction management.

III. GENERAL COUNSEL FEES: For the above services the fee shall be billed monthly at the annual rate of \$53,500 for 2018-19 school year.

IV. LITIGATION: Separate Compensation for Litigation services shall be billed at the rate of \$235 per hour for all attorneys and \$115 per hour for paralegal services. Litigation services include services such as special proceedings, motions, trials and judicial appeals, administrative proceedings, appeals to the Commissioner of Education, Impartial Hearings, and State Review Officer Proceedings. Services provided on an hourly basis shall be billed monthly.

V. EXPENSES: The BOARD shall reimburse the ATTORNEYS, for "out-of-pocket" expenses incurred in the performance of services as General Counsel. These shall include, but are not limited to travel, long-distance calls, copying, printing, supplies, Westlaw research, express mail or deliveries. Nothing hereinabove set forth shall preclude the furnishing of any of the foregoing directly by the BOARD in order to avoid expense reimbursement.

VI. TERMINATION OR DISPUTES: This contract may be terminated upon thirty (30) days' written notice. In the event of termination prior to the end of the contract, fees would be recalculated pursuant to quantum meruit (at our hourly rate) in accordance with State law.

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed the \_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF EDUCATION  
WEST ISLIP UNION FREE  
SCHOOL DISTRICT

BY: \_\_\_\_\_  
STEVEN D. GELLAR, PRESIDENT  
BOARD OF EDUCATION

LAW OFFICES OF  
THOMAS M. VOLZ, PLLC

BY:   
THOMAS M. VOLZ, ESQ.

**LAW OFFICES OF THOMAS M. VOLZ, PLLC**

**AGREEMENT**

**For**

**LABOR COUNSEL SERVICES**

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_, 2019, by and between the BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT, hereinafter referred to as the "BOARD", and LAW OFFICES OF THOMAS M. VOLZ, PLLC, hereinafter referred to as "ATTORNEYS."

WHEREAS, the BOARD, at its meeting of \_\_\_\_\_, 2019, retained the LAW OFFICES OF THOMAS M. VOLZ, PLLC, as Labor Counsel for the period July 1, 2019 through June 30, 2022, and desires to record the terms and conditions of such agreement in contract form.

NOW, THEREFORE, it is agreed as follows:

I. Term: July 1, 2019 through June 30, 2022.

II. Services:

Negotiations with all units and related services as follows:

- A. Preliminary study of the Union's demands;
- B. In conference with District personnel and the BOARD, study of union demands and preparation of the District's demands;
- C. Negotiate on the above through mediation, fact finding and post fact-finding until agreement is reached;
- D. Draft the agreement into contract form and render advice and guidance to the BOARD and Superintendent concerning contract interpretation during the life of the contract;
- E. Appear at, and/or render advice and consultation concerning the conduct of grievances before the Superintendent and the BOARD.

- F. Legal opinions pertaining to all issues under the New York State Education Law, the Public Employment Relations Board, New York Civil Service Law, Suffolk County Civil Service Commission, all relevant federal, state and local laws, regulations and case law.
- G. Providing advice and guidance regarding the legal aspects of hiring, retention, evaluation, discipline, and direction of all staff.
- H. Preparation of terms and conditions of employment for unaffiliated staff.
- I. Rendering of advice and counsel regarding labor related matters such as tenure and seniority, layoff and recall, employee benefits, retirement, Family and Medical Leave Act, Section 504, Americans with Disabilities Act, and leaves of absence.
- J. Workshops, as requested by the Superintendent, on conducting effective staff performance evaluations, employment discrimination, sexual harassment, or other areas of need.
- K. Attendance at Board meetings, as requested.

III. Legal Fee: For the above services the fee shall be billed monthly at the annual rate of \$44,000 for 2019-20; \$45,000 for 2020-21; and \$45,000 for 2021-22. In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the chief Administrator of the courts, a copy of which will be provided to you upon request.

IV. Litigation and Other Labor Services: Compensation for litigation services such as arbitrations, Public Employment Relations Board hearings, labor-associated court litigation and other labor related services not outlined in Section II will be billed separately at the rate of \$240 per hour for 2019-20; \$240 per hour for 2020-21; \$240 per hour for 2021-22, for all attorneys and \$115 per hour for paralegal services.

V. Expenses: The BOARD shall reimburse LAW OFFICES OF THOMAS M. VOLZ, PLLC for "out-of-pocket" expenses incurred by them in the performance of their services as Labor Counsel. These shall include, but shall not be limited to, court costs, court reporting, travel, long-distance calls, Westlaw research, transcript charges, copying, printing, supplies, express mail or deliveries. Nothing hereinabove set forth shall preclude the furnishing of any of the foregoing directly by the BOARD in order to avoid expense reimbursement.

VI. TERMINATION: This contract may be terminated upon thirty (30) days' written notice. In the event of termination prior to the end of the contract, fees would be recalculated pursuant to quantum meruit (at our hourly rate) in accordance with State law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF EDUCATION

LAW OFFICES OF  
THOMAS M. VOLZ, PLLC

WEST ISLIP UNION FREE  
SCHOOL DISTRICT

BY: \_\_\_\_\_  
STEVEN D. GELLAR, PRESIDENT  
BOARD OF EDUCATION

BY:  \_\_\_\_\_  
THOMAS M. VOLZ, ESQ.