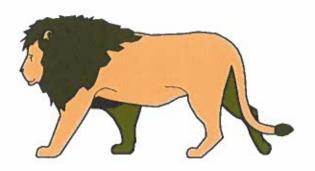
# AGENDA



# **BOARD OF EDUCATION**

June 21, 2022

Beach Street Middle School 17 Beach Street

Submitted by: Bernadette M. Burns Superintendent of Schools

#### AGENDA

# PLANNING SESSION OF THE BOARD OF EDUCATION

June 21, 2022

Beach Street Media Center West Islip, New York

- I. CALL TO ORDER
- II. QUORUM COUNT
- III. MINUTES: A motion is needed to approve the minutes of the June 6, 2022 Special Meeting, the June 8, 2022 Special Meeting, the June 9, 2022 Regular Meeting and the June 13, 2022 Special Meeting.
- IV. ANNOUNCEMENTS
- V. PERSONNEL
- VI. APPROVAL
  - A. Settlement Agreement and Release 2022-2023 Student A.
  - B. Resolution re: Ordinary Contingent Expense
  - C. Resolution re: Approval of Corrective Action Plan for Office of the NYS Comptroller's Audit Report
  - C. Contracts
    - 1. Access 7 Services, Inc. Consultant Services 2022-2023
    - 2. Half Hollow Hills CSD Health Services 2021-2022 \$1,279.88
    - 3. Home Care Therapies, LLC, d/b/a Horizon Healthcare Staffing Consultant Services 2022-2023
    - 4. Little Flower SD Special Education Services 2022-2023
  - D. R.S. Abrams & Co., LLP 2022-2023 Engagement Letter
  - E. Budget Transfers
- VII. EXECUTIVE SESSION: The Board will adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will reconvene act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.
- VIII. CLOSING Adjournment

The Board may adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will re-convene/ act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.

# SPECIAL MEETING OF THE BOARD OF EDUCATION June 6, 2022 - District Office Board Room

PRESENT:

Mr. Tussie, Mr. Antoniello, Mrs. Brown, Mrs. LaRosa, Mr. Maginniss,

Mr. McCann and Mrs. Kelly

ABSENT:

Mr. Compitello

ADMINISTRATORS:

None

ATTORNEY:

None

Meeting was called to order at 5:25 p.m., followed by the Pledge.

Motion was made by Mrs. Brown, seconded by Mr. Antoniello and carried when all Board members present voted in favor to adjourn to Executive Session at 5:27 p.m. to discuss matters leading to the appointment and/or employment of a Superintendent of Schools.

Meeting reconvened at 7:30 p.m. on motion by Mrs. Brown, seconded by Mr. Antoniello and carried when all Board members present voted in favor.

Meeting adjourned at 7:31 p.m. on motion by Mrs. Brown, seconded by Mr. Antoniello 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 it these minutes are on file in the District Office.

# SPECIAL MEETING OF THE BOARD OF EDUCATION June 8, 2022 – District Office Board Room

PRESENT:

Mr. Tussie, Mr. Antoniello, Mrs. Brown, Mrs. LaRosa, Mr. Maginniss,

Mr. McCann and Mrs. Kelly

ABSENT:

Mr. Compitello

<u>ADMINISTRATORS</u>:

None

ATTORNEY:

None

Meeting was called to order at 5:25 p.m., followed by the Pledge.

Motion was made by Mrs. Brown, seconded by Mr. Antoniello and carried when all Board members present voted in favor to adjourn to Executive Session at 5:27 p.m. to discuss matters leading to the appointment and/or employment of a Superintendent of Schools.

Meeting reconvened at 8:05 p.m. on motion by Mrs. Brown, seconded by Mr. McCann and carried when all Board members present voted in favor.

Meeting adjourned at 8:07 p.m. on motion by Mrs. Brown, seconded by Mr. McCann 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 it these minutes are on file in the District Office.

# SPECIAL MEETING OF THE BOARD OF EDUCATION June 13, 2022 - District Office Board Room

PRESENT:

Mr. Tussie, Mr. Antoniello, Mrs. Brown, Mr. Compitello, Mrs. LaRosa,

Mr. Maginniss, Mr. McCann and Mrs. Kelly

ABSENT:

None

**ADMINISTRATORS**:

None

ATTORNEY:

None

Meeting was called to order at 5:25 p.m., followed by the Pledge.

Motion was made by Mrs. Brown, seconded by Mr. McCann and carried when all Board members present voted in favor to adjourn to Executive Session at 5:27 p.m. to discuss matters leading to the appointment and/or employment of a Superintendent of Schools.

Meeting reconvened at 8:05 p.m. on motion by Mrs. Brown, seconded by Mr. McCann and carried when all Board members present voted in favor.

Meeting adjourned at 8:31 p.m. on motion by Mrs. Brown, seconded by Mr. McCann 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 it these minutes are on file in the District Office.

# REGULAR MEETING OF THE BOARD OF EDUCATION June 9, 2022 – Beach Street Middle School

PRESENT:

Mr. Tussie, Mr. Antoniello, Mrs. Brown, Mrs. LaRosa, Mr. Maginniss

Mr. McCann

ABSENT:

Mr. Compitello

**ADMINISTRATORS:** 

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

ABSENT:

None

ATTORNEY:

Mr. Volz

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

#### **ANNOUNCEMENTS**

On behalf of the Board of Education, Mr. Tussie, Mr. Maginniss and Mrs. Burns recognized Mrs. LaRosa and thanked her for her 15 years of service to the district and for her advocacy efforts on behalf of the district and guidance through many challenges.

On behalf of the Board, Mr. Tussie congratulated Mrs. Burns on her retirement and thanked her for her years of dedicated service to the district.

The following residents wished to speak on an Agenda Item:

Steve Gellar – Mr. Gellar thanked Mrs. Burns for her years of service to the district and to the children of West Islip, her contributions to the betterment of facilities and programs, and congratulated Mrs. Burns on her retirement. Mr. Gellar thanked Mrs. LaRosa for her 15 years of dedicated service on the Board and for her advocacy on behalf of the students and the district.

Kayla LaRosa – Mrs. LaRosa's daughter spoke about her mother's efforts on behalf of the district for the past 15 years and thanked her for her dedication to the students and community.

#### APPROVAL OF MINUTES

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve the minutes of the May 12, 2022 Regular Meeting, the May 24, 2022 Planning Session, and the June 2, 2022 Special Meeting.

#### RECOGNITION

Class of 2022 Top Academic Leaders ~ John Boniberger, Lily Colonna, Max Esposito, Oliva Marker, Emma Musial, Keirsten Nizen, Mark Peragine, Oliva Ramcke, McKenna Smith, Erin Thaxter

#### PERSONNEL

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve ADMINISTRATIVE: TENURE APOINTMENT: Donna Flynn, Assistant Principal, effective October 26, 2022.

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve ADMINISTRATIVE: TENURE APOINTMENT: Elisa Pellati, Assistant Superintendent for Business, effective July 1, 2022.

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: Kristen Amoia, Elementary, effective September 27, 2022.

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: Jami Ashley, Social Worker, effective August 29, 2022.

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: Rebecca Burleson, Special Education, effective August 29, 2022.

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: Caryn Drezner, World Languages, effective August 29, 2022.

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: Amanda Felix-Milks, Special Education, effective September 28, 2022.

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: Alexandra Kaulfers, Reading, effective October 12, 2022.

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: Meghan Schou, Health, effective August 29, 2022.

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: Kathryn Waters, Social Worker, effective October 14, 2022.

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHING ASSISTANTS: TENURE APOINTMENT: Michelle Edgley, Teaching Assistant, effective September 1, 2022.

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: RETIREMENT: Carla LaBombard, Science, effective June 25, 2022 (19 years).

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: PROBATIONARY APPOINTMENT: Danielle Gogarty, Pre-K, effective August 29, 2022 to August 28, 2026. (Manetuck; Step 1; replacing Jordan Gauvain).

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Jeanette Lynch, Part-Time Food Service Worker, effective August 25, 2022 (High School; \$15.13/hr.; replacing Mary Jansons {resigned}).

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CL-l, CL-3, CL-4 and all items under Other of the 6/9/2022 Personnel Agenda as listed below:

# CIVIL SERVICE

CL-1 RESIGNATION

Andrea Imbo, Part-Time Food Service Worker Effective June 25, 2022 (Oquenock)

CL-3 <u>SUBSTITUTE CUSTODIAN (\$15.00/hr)</u>

Elaine Napoleon, effective June 10, 2022

CL-4 <u>SUBSTITUTE FOOD SERVICE WORKER</u> (\$15.00/hr)

Andrea Imbo, effective August 30, 2022

### **OTHER**

# **DISTRICT-WIDE PRINTING SERVICES 2022-2023**

John Zuhoski, \$18,734

#### SUMMER SCHOOL AND MIDDLE SCHOOL SUMMER ACADEMY

Theresa Robertson, Principal

### MIDDLE SCHOOL SUMMER ACADEMY PROGRAM 2022

**Teachers** 

Cara Douglas Karen McCarthy
Paige Fogarty Shane O'Neill
Linda Gifford Joyce Ronayne
Elizabeth Kelly Daniel Sarfin

#### SUBSTITUTE TEACHING ASSISTANT (\$105 per diem)

Carla LaBombard, effective August 29, 2022

# FALL 2022 HIGH SCHOOL COACHES

# **FOOTBALL**

Steve Mileti, Varsity Head Coach
Frank Riviezzo, Assistant Varsity Coach
Mike Bellacosa, Assistant Varsity Coach
Joseph LaCova, Varsity Volunteer Coach
Seamus Burns, J.V./Varsity Volunteer Coach
Vincent Grabinsky, J.V./ Varsity Volunteer Coach
Mark DiCristo, Head J.V. Coach
John T. Denninger, Assistant J.V. Coach

#### **GIRLS SOCCER**

Nicholas Grieco, Head Varsity Coach Jeremy Robertson, Assistant Varsity Coach Lindsay Morgan-Valentino, J.V. Coach Kylie Walsh, Varsity Volunteer Coach

#### **BOYS SOCCER**

Dennis Mazzalonga, Head Varsity Coach

#### **GIRLS SWIMMING**

Tanya Carbone, Varsity Coach Meghan LaRocca-Schou, Assistant Varsity Coach

#### **GIRLS GYMNASTICS**

MaryAnn McGrade, Varsity Coach Gina Calderone, Assistant Varsity Coach

#### **GIRLS TENNIS**

George Botsch, Varsity Coach Norm Wingert, J.V. Coach Amie Crisera, Varsity Volunteer Coach

#### FIELD HOCKEY

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

#### **FALL 2022 HIGH SCHOOL COACHES**

#### CROSS COUNTRY

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

# **BOYS VOLLEYBALL**

John Schrank, Varsity Coach Erin Harris, Assistant Varsity Coach Matthew Sullivan, J.V. Coach

#### **GIRLS VOLLEYBALL**

Jim Klimkoski, Varsity Coach Tara Annunziata, Assistant Varsity Coach Kaitlin Palmieri, J.V. Coach

#### **GOLF**

Frank Rapczyk, Varsity Coach

#### **KICKLINE**

Jessica Cichy, Varsity Coach

### **CHEERLEADING**

Dina Barone, Varsity Coach Lauren Brady, Assistant Varsity Coach Jillian Bohnaker, J.V. Coach Jennifer Basile, Assistant J.V. Coach Nicole Shaw, J.V. Volunteer Coach

#### FALL 2022 MIDDLE SCHOOL COACHES

#### **FOOTBALL**

Scott Mattera, Head 7-8 Udall Coach Kevin Konarski, Assistant 7-8 Udall Coach Vincent Luvera, Head 7-8 Beach Coach Charles (Kevin) Osburn, Assistant 7-8 Beach Coach

#### **GIRLS SOCCER**

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

#### **CROSS COUNTRY**

Vincent Melia, Udall Boys & Girls Coach Joseph Nicolosi, Beach Boys & Girls Coach

#### FIELD HOCKEY

Kathryn Dranoff-Waters, 7-8 Udall Coach Annelise Muscietta, 7-8 Beach Coach

#### **TENNIS**

Patrick Tunstead, Girls 7-8 Udall/Beach

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHING: RESIGNATION: Avery Yurman, Music, effective June 30, 2022 (Manetuck/Oquenock.)

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve\_Abolishment of Position:

Be it resolved, that upon the recommendation of the Superintendent of Schools, effective June 30, 2022, a professional position in the West Islip Public School District be abolished in the Speech area (1 full-time position).

# CURRICULUM

Mrs. Morrison informed the audience that New York State mandates screening for kindergarten students to ensure students are equipped with the foundational skills necessary to be successful. A ParentSquare message has been sent out to all parents and guardians regarding the district's kindergarten screening process.

Plans for the Summer Investigation Program and summer school are underway. Information regarding the courses being offered will be determined after the Regents Exams.

Education Committee: Richard Antoniello reported on the meeting held 6/7/2022. Items reviewed included the Regents Examination Special Appeal process, cancellation of the U.S. History Regents, Academic Intervention Services for 2022-2023, elementary literacy, the High School Virtual Enterprise Class, professional development 2022-2023, and the Parent Academy program 2022-2023.

<u>Finance Committee:</u> Ron Maginniss reported on the meeting held on 6/7/2022. Items reviewed included the April treasurer's report, April extra-curricular, April payroll summary, April financial statements, May internal claims audit report, May system manager audit report, payroll certification forms, donation, bids and contract.

Mrs. Pellati shared that the internal auditors, Cullen & Danowski, are on site this week to test in the area of Information Technology. Mrs. Pellati provided a draft copy of the district response to the draft OSC Audit Report on Financial Management. The corrective action plan was discussed with the Board.

<u>Buildings and Grounds:</u> Richard Antoniello reported on the meeting that took place on 6/7/2022. Items reviewed included construction projects, bids and schedule, disc platform location at Udall, resident request to remove trees, renaming of district property, PV solar roof projects, tennis court resurfacing, Barberry turf field recarpeting, sound systems at Beach and Udall, security window film, and door swipes/frames.

Special Education Committee: Debbie Brown reported on the meeting held 6/8/2022. Items discussed included an update to special education placements. Mrs. Brown advised that she toured the special education classes at Paul J. Bellew and Manetuck.

#### FINANCIAL MATTERS

The treasurer's report for April was presented: beginning balance \$83,259,408.83; ending balance \$73,770,089.29.

Motion was made by Richard Antoniello, seconded by Ronald Maginniss and carried when all Board members present voted in favor to approve General Fund budget transfers 4185-4197 and Capital Fund budget transfers 4183-4192.

Motion was made by Richard Antoniello, seconded by Ronald Maginniss and carried when all Board members present voted in favor to the Approval/Rejection of Bids 2022-2023: Approval of Base Bid #GC-8 Ceiling Replacements {all schools}; Approval of Base Bid #EC-8 Electrical {all schools}; Approval of Base Bid #GC-1 General Construction {WIHS, Bayview}; Rejecting of Base Bid #GC-2 General Construction/Electrical/Mechanical {WIHS}; Rejection of Base Bid #MC-1 Mechanical {Manetuck, Oquenock}; Approval Base Bid #PC-1 Plumbing {WIHS and Bayview}; Rejection of Base Bid #EC-1 Electrical {WIHS, Bayview, Manetuck, Oquenock}.

Motion was made by Richard Antoniello, seconded by Ronald Maginniss and carried when all Board members present voted in favor to approve contract: Donna Geffner, Ph.D., CCC-SP/A Consultant Services Contract 2021-2022.

Motion was made by Richard Antoniello, seconded by Ronald Maginniss and carried when all Board members present voted in favor to approve Resolution: Donation from Suffolk Association of School Business Officials \$500 – WIUFSD.

#### **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, to be awarded to High School students selected by the District.

#### PRESIDENT'S REPORT

Motion was made by Ronald Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve the results of the Annual District Meeting held on May 17, 2022.

Motion was made by Richard Antoniello, seconded by Ronald Maginniss and carried when all Board members present voted in favor to approve Resolution: re: Emergency Use of Herbicide (resolution in supplemental file).

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve General Counsel Services Agreement and Labor Counsel Services Agreement.

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Smartweb, Inc., Consultant Services Contract 2022-2023.

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve District Plan for Special Education 2022-2024.

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Resolution to bid jointly on Food Service Commodities, Food and Food Service Supplies 2022-2023.

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Cullen & Danowski, LLP Engagement Letter for Risk Assessment for fiscal year ending June 30, 2023.

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Teamsters Local 237 Operations Memorandum of Agreement re: Juneteenth {June 20, 2022}.

#### SUPERINTENDENT'S REPORT

Mrs. Burns congratulated Mrs. Pellati, Mrs. Flynn the educators awarded tenure by the Board of Education.

Mrs. Burns advised that West Islip theater art students participated in the Teeny Awards hosted by the Islip Arts Council; three students won awards for their performances in *Cinderella*. Eight spring varsity teams earned the New York State Public High School Athletic Association award for maintaining a 90 or better average; 45 spring athletes earned honors.

Mrs. Burns informed the audience that she looks forward to attending graduation for the Alternative School, the recognition ceremony for IB graduates, and the high school graduation ceremony on June 24 at 6:00 p.m. The rain date for the High School is June 25 at 9:00 a.m.

Mrs. Burns encouraged residents to check the calendar on the district website for end-of-year and summer activities. Due to construction work going on throughout the district, some programs have been moved. Mrs. Burns wished everyone a good summer.

Mr. Tussie congratulated Mrs. Burns, Mrs. LaRosa, the academic leaders, those who received tenure and the retirees.

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

Veronique Wallrapp – Mrs. Wallrapp expressed concerns regarding school safety, herbicide application, the monitoring of school cameras, school playgrounds located on main roads and the progress on air conditioning in schools.

Doreen Hantzschel – Mrs. Hantzschel expressed good wishes for Mrs. Burns and Mrs. LaRosa. Mrs. Hantzschel asked to go on the record that she supports armed guards in schools. She thanked the high school teachers and principal for the incredible senior year her son experienced, praised the Music Department and thanked the Board of Education for listening to her concerns.

Laura Vetere – Mrs. Vetere expressed her congratulations to all and inquired about the Superintendent Search, armed security guards and security systems.

Ruth Mineo – Mrs. Mineo thanked Mrs. Burns and Mrs. LaRosa for all that they have done on behalf of the students and the district.

Motion was made by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to adjourn to Executive Session at 8:50 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 10:00 p.m. on motion by Richard Antoniello, seconded by Annmarie LaRosa and carried when all Board members present voted in favor.

Motion was made by Richard Antoniello, seconded by Debbie Brown and carried when all Board members present voted in favor to approved Memorandum of Agreement to carry over 1.75 days for Employee P.L.

Meeting adjourned at 10:01 p.m. on a motion by Richard Antoniello, seconded by Peter McCann and carried when all Board members present voted in favor.

Respectfully submitted,

Mary Hock District Clerk

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

#### PERSONNEL:

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

#### **TEACHERS**

# T-1 <u>RETIREMENT</u>

Susan Koos, Elementary Effective July 1, 2022 (21 years)

#### **TEACHING ASSISTANTS**

### TA-1 PROBATIONARY APPOINTMENT

Katherine Keller, Computer
Effective June 29, 2022 to June 28, 2026
(High School; Step 1; replacing Jennifer Delaney {resigned})

# TA-2 RESIGNATION

Debra DiPalma, Special Education Effective July 1, 2022 (High School)

#### **CIVIL SERVICE**

#### CL-1 <u>RETIREMENT</u>

Barbara Accomando, Special Education Aide Effective June 25, 2022 (25.83 years)

#### CL-2 PROBATIONARY APPOINTMENT

\*John Carey, Network & Systems Technician Effective July 7, 2022 (District Wide; \$55,000; replacing D. Kuskowski {retired})

\*Daniel Sandolo, Network & Systems Specialist I Interview Effective July 7, 2022 (District Wide; \$70,000; {replacing O. Oztimurlenk {resigned})

#### CL-3 RESIGNATION

Katherine Keller, Special Education Aide Effective June 25, 2022 (Paul J. Bellew)

#### CIVIL SERVICE, continued

# CL-4 <u>SUBSTITUTE CUSTODIAN</u> (\$15.00/hr)

Catherine LaMotte, effective June 22, 2022

#### **OTHER**

#### **ADULT EDUCATION 2022-2023**

Kevin Murphy, Director (\$4,246/semester)

# **DRIVER EDUCATION 2022-2023**

Christopher Taylor, Lecture Instructor (\$1,500/session)

#### **ENRICHMENT 2022-2023**

John Ruggiero, Director (\$1,868/semester)

#### PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Shannon Culkin effective August 29, 2022 through June 23, 2023 Paige Fogarty effective August 29, 2022 through June 23, 2023 Paige Gillespie effective August 29, 2022 through June 23, 2023 Holly Gozinsky effective August 29, 2022 through June 23, 2023 Joyce Ronayne effective August 29, 2022 through June 23, 2023 Daniel Sarfin effective August 29, 2022 through June 23, 2023

# <u>SPECIAL EDUCATION – ESY RELATED SERVICE PROVIDERS SUMMER 2022</u>

Rebecca Burleson
Kaitlyn Crowley

Erin Meade

Kaitlyn Crowley

Matthew Sullivan

Kathleen Finn

# **SUMMER SCHOOL 2022**

Nicole Tomei, Algebra I Amanda Schilling, Algebra II Michael Fusaro, Biology Michael Fusaro, Chemistry Michael Fusaro, Earth Science David Gershfeld, English 10 & 11 Nancy Yost, Foundations of Advanced Math Amanda Schilling, Geometry Edward Jablonski, Global History

#### VIDEOGRAPHER (\$82.02 per event)

John Carey, effective July 7, 2022

Alyssa Sicinski

Michelle Varley

#### OTHER, continued

# **SUMMER INVESTIGATIONS PROGRAM 2022**

Rhonda Pratt, Coordinator

**Teachers** 

Kristen Amoia Danielle Blaise Rebecca Burleson Lisa Bush

Lisa Chianese Gianna Covello

Kaitlyn Crowley

Cara Douglas Tammy Dragelin Danielle Ferruggiari

Paige Fogarty Holly Gozinsky Mollie Healey

Annmarie Katzer

Anne Bello Linda Daniels lennifer Fortune

**Aides** 

Pam Gaffney

Louise Guastella Julie Holub

Katherine Keller Catherine LaMott

Kimberly Librizzi Diane McKeon Christic Rendino

Jade Lawrence

Tatiana Liscia

Louis Riley

Gabrielle Mescia

Christina Puglisi

Marybeth Qualliotine

Annette Rossi

**SUMMER RECREATION CAMP 2022** 

John Mullins, Director, \$80 per hour

Timothy Horan, Assistant Director, \$75 per hour Debra Federico, Clerical Support, \$25 per hour

Laurie Luquer, Nurse, \$30 per hour

Debra Costantino, Lead Crafts Counselor, \$22 per hour

Camp Counselors (\$15 per hour)

Sophia Azzariti Brett Bavaro John Cannistra Karli Connolly

Natasha Franchina Sasha Gladle Caitlin Krupski Dean Miller Alex Czarnomski Grace Mineo Christina D'Achille Robert Mineo Joe D'Angelo Karah Mullins Melissa D'Angelo

Madison Nicolosi Victoria Recenello Vincenza Robiglio Julia Schmidt Zach Siano Erin Thaxter **Emily Vitale** 

Student Volunteers

Summer Carosella McKenna Miller

Dylan Squire Ryan Washington

**ATHLETIC TRAINER 2022-2023** 

Kevin Kilkenny

**EQUIPMENT/UNIFORM COORDINATORS 2022-2023** 

Steve Mileti, High School Brian Cameron, Udall James Klimkoski, Beach

#### OTHER, continued

#### **FALL 2022 HIGH SCHOOL COACHES**

#### **BOYS SOCCER**

Scott Carey, Assistant Varsity Coach Alex Giordano, J.V. Coach

# **FALL 2022 MIDDLE SCHOOL COACHES**

#### **BOYS SOCCER**

Nicholas Pfeiffer, 7-8 Udall Coach Sean Kelly, 7-8 Beach Coach

#### **SUMMER INSTRUCTIONAL SWIM PROGRAM 2022**

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

#### Lifeguards

Gianna Alani Nicholas Alani Angelina Amatulli-Griffith William Antippas Colin Beanland Quinn Bedell Andrew Bishop John Boniberger Jarrett Bosch Shaun Boyle Kiarra Branigan Alex Burciaga Erick Burciaga Ryan Carlson Ryan Cascino Drake Castonguay Devin Christensen Makayla Comer Anna Curley Joe Cusumano Thomas D'Alessandro Braedon Dedcovich Jack Delli-Pizzi Alyssa DiPietro Michael DiPinto Brandon Disbrow Cameron Dorfmann Justin Dumond Morgan Einsetler Logan Figueroa Michael Flynn Kaileigh Gagliardi Matthew Gassmann Robert Govier

Angelique Grande Emma Grim Jack Groark Madison Horan Ty Kennedy Caylee Klimuszko Makayla Lynam Isabella Magee Jackie McDonough Alec Miller Tadhg O'Sullivan Ioe Pace Lea Parascandola Bella Parasmo Joseph Pena Joseph Piropato

Vincent Puglisi Isabella Randazzo Logan Recsc Kori Sansone Nicholas Scarmozzino Jack Schaefer Angelina Shannon Noel Silva Courtney Skahill Jamie Smith Seamus Smith Matthew Triglia Connor Viar Joe Vitellaro Joe Washington

<u>Volunteer</u> John Montoni

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

**BOYS BASKETBALL SUMMER CAMP 2022** 

#### OTHER, continued

# **BOYS VOLLEYBALL SUMMER CAMP 2022**

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

#### **CHEERLEADING SUMMER CAMP 2022**

Dina Barone, Director Lauren Brady, Assistant Director

#### Coaches

Jennifer Basile Jillian Bohnaker Nicole Shaw

#### Volunteer Counselors

Isabella Artusa Daniella Isolano Alex Patton Val Beltrami Sofia Isolano Lana Robles Victoria Delgado Maddie Jacobs Ally Sesto Cali Disbrow Samantha Luvera Jenna Tyler Kayla Friaglia Maddie McCandless Natalia Valenti Lila Gmelch Nicole Ohrablo Payton Vera

#### GIRLS BASKETBALL SUMMER CAMP 2022

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

### **GYMNASTICS SUMMER CAMP 2022**

Maryann McGrade, Director Gina Calderone, Assistant Director

#### **Counselors**

Avery Alessi
Caitlyn Leibman
Cassidy Cullen
Olivia Marker
Olivia Marker
Victoria Mueller
Amelia DiBenedetto
Grace Iehle
Faith McCann
Emily McGrade
Victoria Mueller
Sophia Ward

#### Volunteer Counselors

Emily Ball Oliva DeGennaro Gianna Massaro
Leah Bilozur Mackenzie DeCarlo Katie Tapp
Jessica DeBlasio Leah DiCarlo Jenna Tussie
Ava DeGennaro

# OTHER, continued

#### **SPEED TRAINING SUMMER CAMP 2022**

Jeremy Robertson, Director Nick Grieco, Assistant Director Lindsay Valentino, Assistant Director Anthony Yuli, Assistant Director Kylie Walsh, Coach

#### **SOFTBALL SUMMER CAMP 2022**

Colleen Reilly, Director John T. Denninger, Assistant Director Edward Jablonski, Assistant Director Tara Annunziata, Coach Daniel Sliwowski, Coach

#### **Counselors**

Jenna Argento
Tori Brower
Julianna Budriss
Annie Chambers
Makayla Comer
Katerine DaSilva
Mia Di Cola
Katie Fix

Brooke Lynn Haley Caitlyn Herzing Julianna Kotarski Lauren Lettieri Amanda Librizzi Jamison Lundie Camryn Mariano Alex Michaluk Keirsten Nizen Stephanie Olivieri Julia O'Sullivan Sophia Randazzo Kayla Sauers Krista Sgambati Allison Weston

#### Volunteer Counselors

Emily Bourous Dawson Gitomer Christine Lombardi

# **WRESTLING SUMMER CAMP 2022**

Nicholas LaGiglia, Director John Ferrara, Assistant Director Thomas Longobardi, Assistant Director Robert Ulrich, Assistant Director Paul Vassataro, Assistant Director Joe Byrne, Coach

#### WEST ISLIP SPORTS ACADEMY CAMPS 2022-2023

Pat Plompen, Clerical Support (\$32.73/hr)

# **Ordinary Contingent Expense:**

Whereas the Board of Education of the West Islip Union Free School District has determined that the purchase of equipment for the middle school technology labs is necessary;

Now, therefore, be it resolved, that the Board of Education hereby declares the purchase of the equipment to be an ordinary contingent expense in an amount not to exceed \$262,000 and authorizes the Assistant Superintendent of Business to fund such expense by making the appropriate and necessary transfers between budgetary appropriation codes.

#### **CONSULTANT SERVICES CONTRACT**

This Agreement is entered into this 1st day of July, 2022, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and 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, 2022 through June 30, 2023, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

# **B.** CONDITIONS

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

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

# C. SERVICES AND RESPONSIBILITIES

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

#### SEE ATTACHED 2022-2023 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

- 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

 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).

 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. <u>SUCCESSORS</u> 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

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

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

	Access 7 Services, Inc.	West Islip Union Free School District
BY:	President	BY:



Access 7 Services Inc.

Individual   Services   Comp   Hourly Rates   Channel and Training   Individual   Si25.00   Spanish   Individual   Spanish   Indiv					CSF		
Hourly Rates   Hourly Rates   Hourly Rates   Hourly		- C	/ ludividual /	Services	Mootings	Flat Foo	Additional
Individual   \$100.00 \$80.00	Related Service(s)	DIIII	Group	Hourly Rates	(hourly)		Comments
spanish         Individual         \$125.00         \$80.00           sud Training         \$100.00         \$2,500.00           vices         Spanish         Parent(s)         \$100.00         \$80.00           vices         Individual         \$125.00         \$80.00         \$2,200.00           vices         Individual         \$100.00         \$80.00         \$2,200.00           Evaluation (SLP)         Spanish         Individual         \$85.00         \$2,600.00           Evaluation (SLP)         Spanish         Individual         \$80.00         \$2,600.00           Services         Individual         \$300.00         \$80.00         \$2,600.00           Services         Individual         \$300.00         \$80.00         \$2,000.00           Services         Individual         \$300.00         \$80.00         \$2,000.00           DOS)         Spanish         Individual         \$30.00         \$80.00         \$2,000.00           Individual         \$100.00         \$80.00         \$80.00         \$2,000.00         \$2,000.00           Individual         \$100.00         \$80.00         \$80.00         \$2,000.00         \$2,000.00         \$2,000.00         \$2,000.00         \$2,000.00         \$2,000.00 <td< td=""><td>ABA Skills Assessments</td><td></td><td>Individual</td><td>\$100.00</td><td>\$80.00</td><td></td><td></td></td<>	ABA Skills Assessments		Individual	\$100.00	\$80.00		
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vices         Parent(s)         \$105.00         \$80.00           vices         Spanish         Parent(s)         \$125.00         \$80.00           vices         Individual         \$125.00         \$80.00         \$80.00           vices-Remote         Individual         \$125.00         \$80.00         \$80.00           Evaluation (SLP)         Spanish         Individual         \$85.00         \$80.00         \$2,600.00           Services         Spanish         Individual         \$275.00         \$80.00         \$2,600.00           Services         Spanish         Individual         \$160.00         \$80.00         \$2,000.00           DOS)         Spanish         Individual         \$130.00         \$80.00         \$2,000.00           Individual         \$100.00         \$80.00         \$2,000.00           Individual         \$100.00         \$80.00         \$2,000.00           Individual         \$100.00         \$80.00         \$2,000.00           Individual         \$225.00         \$80.00         \$20.00           Spanish         Individual         \$225.00         \$80.00           Spanish         Individual         \$135.00         \$80.00           Spanish         Individual <td>Assistive Technolopy - Staff Development and Training</td> <td></td> <td></td> <td>\$100.00</td> <td></td> <td></td> <td></td>	Assistive Technolopy - Staff Development and Training			\$100.00			
vices         Spanish         Parent(s)         \$125.00         \$80.00           vices         Individual         \$125.00         \$80.00           vices-Remote         Individual         \$125.00         \$80.00           Evaluation (SLP)         Parent(s)         \$85.00         \$80.00           Evaluation (SLP)         Individual         \$80.00         \$2,600.00           Services         Individual         \$275.00         \$80.00         \$2,600.00           Services         Spanish         Individual         \$160.00         \$80.00         \$2,000.00           DOS)         Individual         \$130.00         \$80.00         \$2,000.00           DOS)         Individual         \$100.00         \$80.00         \$2,000.00           Individual         \$100.00         \$80.00         \$2,000.00           Individual         \$100.00         \$80.00         \$2,000.00           Individual         \$100.00         \$80.00         \$2,000.00           Individual         \$225.00         \$80.00         \$20.00           Spanish         Individual         \$150.00         \$80.00         \$20.00           Spanish         Individual         \$225.00         \$80.00         \$80.00	Assistive Technology (AT) Consultation Services		Parent(s)	\$105.00	\$80.00		
vices         Individual         \$125.00         \$80.00           vices-Remote         Individual         \$100.00         \$80.00           vices-Remote         Parent(s)         \$85.00         \$80.00           Evaluation (\$LP)         Individual         \$80.00         \$2,200.00           Services         Spanish         Individual         \$275.00         \$80.00           Services         Spanish         Individual         \$160.00         \$80.00           Remote         Individual         \$130.00         \$80.00           Remote         Individual         \$130.00         \$80.00           LOS)         Spanish         Individual         \$100.00         \$80.00           LOS)         Spanish         Individual         \$100.00         \$80.00           LOOS)         Spanish         Individual         \$100.00         \$80.00           Lool/Home         Individual         \$225.00         \$80.00           Lool/Home         Spanish         Individual         \$225.00         \$80.00           Lool/Home         Spanish         Individual         \$225.00         \$80.00           Spanish         Individual         \$175.00         \$80.00           Spanish	Assistive Technology (AT) Consultation Services	Spanish	Parent(s)	\$125.00	\$80.00		
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Evaluation (SLP)         Parent(s)         \$85.00         \$80.00           Evaluation (SLP)         Individual         \$80.00         \$2,200.00           Evaluation (SLP)         Individual         \$275.00         \$80.00         \$2,600.00           Services         Individual         \$300.00         \$80.00         \$2,600.00           Remote         Individual         \$160.00         \$80.00         \$1,300.00           Remote         Individual         \$100.00         \$80.00         \$1,300.00           ADOS)         Spanish         Individual         \$100.00         \$80.00         \$1,300.00           ADOS)         Spanish         Individual         \$150.00         \$80.00         \$2,000.00           ADOS)         Spanish         Individual         \$150.00         \$80.00         \$80.00           ADOS/Home         Spanish         Individual         \$175.00         \$80.00         \$80.00           ASPanish         Individual         \$175.00         \$80.00         \$80.00         \$80.00           ASPanish         Individual         \$175.00         \$80.00         \$80.00         \$80.00           ASPanish         Individual         \$175.00         \$80.00         \$80.00         \$80.00	Assistive Technology (AT) Consultation Services Remote		Individual	\$100.00	\$80.00		
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Services         Individual         \$275.00         \$80.00           Services         Spanish         Individual         \$300.00         \$80.00           Remote         Individual         \$160.00         \$80.00         \$1,300.00           NDOS)         Individual         \$80.00         \$2,000.00           Note         Individual         \$95.00         \$80.00         \$2,000.00           Nool/Home         Individual         \$150.00         \$80.00         \$80.00           Spanish         Individual         \$150.00         \$80.00         \$80.00           Spanish         Individual         \$175.00         \$80.00         \$80.00         \$80.00           Spanish         Individual         \$195.00         \$80.00         \$80.00         \$80.00         \$80.00         \$80.00         \$80.00         \$80.00         \$80.00         \$80.00         \$80.00<	Augmentative/Alternative Communication Evaluation (SLP)	Spanish	Individual		\$80.00	\$2,600.00	
Services         Spanish         Individual         \$300.00         \$80.00           Remote         Individual         \$160.00         \$80.00           NDOS)         Individual         \$80.00         \$1,300.00           NDOS)         Spanish         Individual         \$95.00         \$2,000.00           Nool/Home         Individual         \$150.00         \$80.00           Nool/Home         Spanish         Individual         \$225.00         \$80.00           Spanish         Individual         \$325.00         \$80.00           Spanish         Individual         \$325.00         \$80.00           Spanish         Individual         \$175.00         \$80.00           Spanish         Individual         \$175.00         \$80.00           Spanish         Individual         \$175.00         \$80.00           Spanish         Individual         \$175.00         \$80.00	Augmentative/Alternative Communication Services		Individual	\$275.00	\$80.00		2 Hour Minimum
Remote         Individual         \$160.00         \$80.00           ADOS)         Individual         \$80.00         \$80.00           ADOS)         Spanish         Individual         \$95.00         \$80.00           Ioote         Individual         \$100.00         \$80.00           Iool/Home         Spanish         Individual         \$225.00         \$80.00           Iool/Home         Spanish         Individual         \$325.00         \$80.00           Spanish         Individual         \$175.00         \$80.00           Spanish         Individual         \$195.00         \$80.00           Spanish         Individual         \$195.00         \$80.00	Augmentative/Alternative Communication Services	Spanish	Individual	\$300.00	\$80.00		2 Hour Minimum
Remote         individual         \$130.00         \$80.00           (DOS)         Individual         \$80.00           (DOS)         Spanish         Individual         \$95.00         \$80.00           nool/Home         Individual         \$150.00         \$80.00           nool/Home         Spanish         Individual         \$225.00         \$80.00           Spanish         Individual         \$325.00         \$80.00           Spanish         Individual         \$175.00         \$80.00           Spanish         Individual         \$195.00         \$80.00           Spanish         Individual         \$195.00         \$80.00	Autism Consultation (RCBA/IBA/Doctoral)		Individual	\$160.00	\$80.00		
(DOS)         Individual         \$80.00           (DOS)         Spanish         Individual         \$95.00         \$80.00           nool/Home         Individual         \$150.00         \$80.00           nool/Home         Spanish         Individual         \$225.00         \$80.00           Spanish         Individual         \$325.00         \$80.00           Spanish         Individual         \$175.00         \$80.00           Spanish         Individual         \$195.00         \$80.00           Spanish         Individual         \$195.00         \$80.00	Autisin Consultation (RCRA/IRA/Doctoral).Remote		individual	\$130.00	\$80.00		
(DOS)         Spanish         Individual         \$80.00           note         Individual         \$95.00         \$80.00           nool/Home         Spanish         Individual         \$150.00         \$80.00           spanish         Individual         \$325.00         \$80.00           spanish         Individual         \$195.00         \$80.00           spanish         Individual         \$195.00         \$80.00           spanish         Individual         \$195.00         \$80.00	Autism Disgressic Observation Schedule (ADOS)		Individual		\$80.00	\$1,300.00	
Individual   \$95.00	Autism Diagnostic Observation Schedule (ADOS)	Spanish	Individual		\$80.00	\$2,000.00	
tool/Home         Spanish         Individual         \$150.00           spanish         Individual         \$225.00           spanish         Individual         \$150.00           spanish         Individual         \$195.00           spanish         Individual         \$195.00           spanish         Individual         \$150.00	Rehavior Intervention Services/Plans - Remote		Individual	\$95.00	\$80.00		
tool/Home         Spanish         Individual         \$150.00           Spanish         Individual         \$325.00           Individual         \$175.00           Spanish         Individual         \$195.00           Spanish         Individual         \$150.00	Behavior Intervention Services/Plans at School/Home		Individual	\$100.00	\$80.00		
Individual \$225.00     Spanish Individual \$175.00     Spanish Individual \$195.00     Spanish Individual \$150.00	paparior Intervention Services/Plans at School/Home	Spanish	Individual	\$150.00	\$80.00		
Spanish Individual \$325.00   Spanish Individual \$195.00   Spanish Individual \$150.00	Deligavior Dating Crafe (hy Devrhologist)		Individual	\$225.00	\$80.00		
Spanish Individual \$195.00 Snanish Individual \$150.00	Bellavior Bating Scale (by Psychologist)	Spanish	Individual	\$325.00	\$80.00		
Spanish Individual \$195.00	Bellavior Dating Scale (by Special Educator)		Individual	\$175.00	\$80.00		
Spanish Individual \$150.00	Bellavior Rating Scale (by Special Educator)	Spanish	Individual	\$195.00	\$80.00		
	Rehavior Services by BCBA- SCHOOL	Spanish	Individual	\$150.00	\$80.00		

\*\*\*Group is two or more students per session

\*\*\*No charge to district on provider absence or school closure

6060 Jericho Turnpike, Suite 200 Commack NY 11725 Phone: 631 864 7770 Fax 631 864 7773

Email: jd@access?online.com





Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional
Behavior Services by BCBA-HOME		Individual	\$125.00	\$80.00		
Behavior Services by BCBA-HOME	Spanish	Individual	\$150.00	\$80.00		
Behavior Services by BCBA-SCHOOL		Individual	\$125.00	\$80.00	\$450.00	DAILY RATE
Behavior Services by NON-BCBA		Individual	\$100.00	\$80.00	\$400.00	DAILY RATE
Behavior Services by NON-BCBA	Spanish	Indivdual	\$140.00			
Behavior Services by NON-BCBA-HOME		Individual	\$100.00	\$80.00		
Behavior Services by NON-BCBA-SCHOOL		Individual	\$100.00	\$80.00		
Behavioral Aide (1-1 Paraprofessional)		Individual	\$50.00	\$80.00		
Behavoiral Intervention Plan (BIP) Development		Individual		\$80.00	\$400.00	
Counceline in Home		Individual	\$100.00	\$80.00		
Counseling in Arbool		Individual	\$90.00	\$80.00		
Counseling in School		Group	\$150.00	\$80.00		
Counseling in Service Consultant		Individual			\$1,400.00	DAILY RATE
Cos Cilair and Administrative consumers		Individual	\$350.00	\$80.00		
Educational Consultant full day					\$2,000.00	
Educational Consultant half day					\$1,200.00	
Educational Consultain Half-day		Individual		\$80.00	\$1,400.00	
Evaluations - Assistive Technology (AT)	Spanish	Individual		\$80.00	\$2,000.00	
Evaluations - Educational	-	Individual		\$80.00	\$275.00	
	Spanish	Individual		\$80.00	\$350.00	
nalveis		Individual		\$80.00	\$3,500.00	
Evaluations - I unchoral Thorapy		Individual		\$80.00	\$200.00	
Evaluations - Occupational metapy		Individual		\$80.00	\$450.00	
Contraction Wilson Reading		Individual		\$80.00	\$350.00	
Evaluations - Physical Therapy		Individual		\$80.00	\$300.00	
Evaluations - Psychiatric		Individual		\$80.00	\$2,000.00	
L'adicacions sycinational		Individual		\$80.00	\$1,500.00	
er session	o Turnpike. Su	6060 Jericho Turnpike, Suite 200 Commack NY 11725	725			
	1					

\*\*\*No charge to district on provider absence

or school closure

Email: jd@access7online.coM



Related Service(s)	Bilingual	Individual /	Services	CSE Meetings	Flat Fee	Additional
		group	noully nates	(hourly)		
Evaluations Psychoeducational	Spanish	Individual		\$80.00	\$2,500.00	
Evaluations - Psychological		Individual		\$80.00	\$1,250.00	
Evaluations - Developical	Spanish	Individual		\$80.00	\$2,000.00	
Evaluations - Spaning		Individual		\$80.00	\$350.00	
Evaluations - regaring		Individual		\$80.00	\$250.00	
Evaluations - Social History	Spanish	Individual		\$80.00	\$300.00	
EVALUATIONS - SOCIAL HISTORY	-	Individual		\$80.00	\$300.00	
EVALUATIONIS - Speech ranguage		Individual		\$80.00	\$400.00	
Evaluations virison reading		Group	\$150.00	\$80.00		
Exterior Thomas		Individual	\$160.00	\$80.00		
reguling Herapy		Parent(s)	\$160.00	\$80.00		
reeding IIIerapy		Staff/CSE	\$160.00	\$80.00		
Feeding Therapy		member(s)	DO:001	0		
r maistral Dobasion Accompate (by RCRA)		Individual		\$80.00	\$900.00	
Functional behavior Assessments (by RCBA)	Spanish	Individual		\$80.00	\$1,500.00	
Functional beneavior Assessments (2) centry	-	Individual	\$100.00	\$80.00		
Home Tutoring/instruction		Individual	\$125.00	\$80.00		
Job Coach Off Stife		Individual	\$95.00	\$80.00		
Nurse: Registera Ivalse (Niv)		Individual	\$75.00	\$80.00		
Nurse: LPN		Group	\$160.00	\$80.00		
Occupational already		Individual	\$130.00	\$80.00		
Occupational Therapy at Home		Individual	\$125.00	\$80.00		
Occupational Heliapy at School		Individual	\$150.00	\$80.00		
Occupational International Constitution Permote		Individual	\$95.00	\$80.00		
Occupational Therapy Consultant in School		Individual	\$125.00	\$80.00		
Occupational Therapy Consulting Groups		Group		\$80.00	\$100.00	Per Class
Occupational Therapy - Remote		Individual	\$125.00	\$80.00		
Occupational Thornou Corponing		Individual		\$80.00	\$75.00	
er session	richo Turnpike, Su	6060 Jericho Turnpike, Suite 200 Commack NY 11725	725			
	- V 0 0 V C 2	7773				

\*\*\*No charge to district on provider absence or school closure

Email: jd@access7online.com



Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	Meetings	Flat Fee	Additional Comments
				(ribarry)	0	Č
Occupational Therapy Whole Class Push-Ins		Group		\$80.00	\$100.00	Per Class
Darent Counseling & Training by BCBA- HOME	Spanish		\$140.00	\$80.00		
Parant Counseling & Training by BCBA-HOME			\$135.00	\$80.00		
Parant Counceling & Training by RCBA-SCHOOL		Individual	\$125.00	\$80.00		
Parent Courseling & Training by NON-BCBA-HOME		Individual	\$100.00	\$80.00		
Parent Counselling & Halling by Non Societions Parent Meetings/Program Review		Individual		\$80.00		
physical Therapy		Individual	\$200.00	\$80.00		
Physical Therapy		Group	\$90.00	\$80.00		Rate per student
Physical Therapy Screening		Individual		\$80.00	\$100.00	
		Individual	\$200.00	\$80.00		
Reading Services		Group	\$400.00	\$80.00		No more than 3 students
				\$80.00	\$500.00	Daily Rate
Reading Services - Wilson Reading		Group	\$600.00	\$80.00		No more than 3 Students
Reading Services- Wilson Reading		Individual	\$250.00	\$80.00		
ording Orton Gillingham		Individual	\$300.00	\$80.00		
Reading Services-Orton-Gillingham		Group	\$750.00	\$80.00		
Reading Services-Orton-Gillingham			-		\$1,000.00	DAILY RATE
					\$800.00	DAILY RATE
Reading Services-Wilson Reguing		Individual	\$95.00	\$80.00		
Resource Koom Services-HOINE		Individual	\$90.00	\$80.00		
Resource Room Services School		Group	\$145.00	\$80.00		
Resource Room Services-SCHOOL					\$700.00	DAILY RATE
School Psychologist ***Group is two or more students per session 6060 Jeric	tho Turnpike, Su	6060 Jericho Turnpike, Suite 200 Commack NY 11725	725			

\*\*\*No charge to district on provider absence or school closure

Email: jd@access7online.com





Access 7 Services Inc.

				1,00		
		Individual /	Services	CSE	40	Additional
Related Service(s)	Bilingual	Group	Hourly Rates	Wieetings	Flat Fee	Comments
				(hourly)		
Special Education Teacher		Individual	\$100.00	\$80.00		
Special Education Teacher		Group	\$65.00	\$80.00		Rate per student
Smooth ( and isage Consultant Teacher in School			\$125.00	\$80.00		
Specul / Language Consumer Causes		Individual		\$80.00	\$75.00	
Speech/Language Services		Group	\$300.00	\$80.00		No more than 5 students
Samuel I and the Services at Home		Individual	\$160.00	\$80.00		
Speecif callguage or vices at 1900		Individual	\$125.00	\$80.00		
Speecil/caigaage octiviers at oction		Individual	\$125.00	\$80.00		
Speecil/PROINT Helapy					\$260.00	DAILY RATE
Staff Development and Hamilig Alde Hamilig					\$600.00	DAILY RATE
Start Development and Halling-Authorn Halling		Individual	\$225.00	\$80.00		
Transition Coordinator	Spanish	Individual	\$250.00	\$80.00		
Travel Training		Individual	\$95.00	\$80.00		
0						



Email: Id@access7online.com



# Supplemental Agreement between the

# West Islip Union Free School District

#### and

Supplemental Agreement dated this 1st day of July, 2022 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Access 7 Services, Inc.,(the "Contractor") located at 6080 Jericho Turnpike, Suite 200, Commack, NY 11725.

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

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

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

- 1. <u>Defined Terms</u>: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter "Regulations").
  - a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the West Islip Union Free School District

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

- b. "Student" means any person attending or seeking to enroll in an Educational Agency.
- c. "Student Data" means Personally Identifiable Information of a "Student."

- d. "Eligible Student" means a Student who is eighteen years or older.
- e. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.
- f. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- g. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- h. "Teacher or Principal Data" means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.
- i. "Personally Identifiable Information" shall have the following meanings:
  - i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)
  - ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.
- 2. The District has developed the Parents Bill of Rights for Data Privacy and Security, the terms of which are applicable to the Agreement between the District and Contractor and are incorporated into this Supplemental Agreement. The Parents Bill of Rights for Data Privacy and Security states:
  - a. A student's personally identifiable information cannot be sold or released for any commercial purposes.
  - b. Parents have the right to inspect and review the complete contents of their child's education record maintained by the West Islip Union Free School District.
  - c. State and federal laws protect the confidentiality of personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
  - d. A complete list of all student data elements collected by the State is available for public review at

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

or a copy may be obtained by writing to:

# Office of Information & Reporting Services

# New York State Education Department, Room 863 EBA

#### 89 Washington Avenue

# Albany, NY 12234

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

Lisa DiSibio, District Data Coordinator

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

# l.disibio@wi.k12.ny.us

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

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

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

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the following exclusive purpose(s): to provide tutorial services in accordance with the underlying agreement.
- b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and the data protection and security requirements set forth in Education Law §2-d and Part 121 of the Regulations.
- c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2021. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.
- d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District." or "The Contractor and District agree to notify the other party of any challenge to the accuracy of Student Data and/or Principal Data. The District and Contractor agree that the party who is responsible for the development of the Student Data and/or Principal Data shall make the final determination with regard to any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data.
- e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: [Insert (i) a description of where Student Data and/or Principal or Teacher Data will be stored, described in a manner to protect data security, (ii) a description of the security protections taken to ensure Student Data and/or Principal or Teacher Data will be protected and data security and privacy risks are mitigated; and (iii) a description of how the Student Data and/or Principal or Teacher Data will be protected using encryption while in motion and at rest.]

Sata will be stored in a password protected Conquer served out after 5 minutes of inactivity lock in a office in a professional buildy with 34 for Senty! Data in profin or at lest will be Encrypted.

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

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

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

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

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

#### 7. Miscellaneous:

- a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor to operate in compliance with the amendment or modified requirements under the applicable laws or regulations.
- b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.
- c. Nothing express or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

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

Access 7 Services, Inc.	WEST ISLIP UNION FREE SCHOOL DISTRICT
	By:
Print Name. Strong	Print Name:
Title: <u>flesiol</u> Date: <u>6/8/2022</u>	Title:
Date: 6/9/2022	Date:

# HALF HOLLOW HILLS CENTRAL SCHOOL DISTRICT CONTRACT FOR HEALTH AND WELFARE SERVICES

THIS AGREEMENT made in duplicate the 1<sup>st</sup> day of September 2021, by and between the president of the Board of Education as trustee of **West Islip UFSD**, town of Islip, county of Suffolk. New York, party of the first part, and **Half Hollow Hills Central School District**, towns of Huntington and Babylon, county of Suffolk, New York, party of the second part.

WITNESSETH. That whereas party of the first part has been duly empowered by provisions of section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending nonpublic schools in **Half Hollow Hills Central School District**, towns of Huntington and Babylon, county of Suffolk, New York, to begin on September 1, 2021 and to end June 30, 2022.

Now, Therefore, The said party of the first part hereby agrees to pay the party of the second part the sum of \$1279.88/per eligible child for health and welfare services to be provided under section 912 to children residing in said West Islip UFSD, town of Islip, county of Suffolk, New York and attending nonpublic schools in said Half Hollow Hills Central School District, towns of Huntington and Babylon, county of Suffolk, New York.

And the party of the second part hereby agrees with the party of the first part as follows:

- 1. These services may include, but are not limited to, all those performed by a physician, dentist, nurse, school psychologist, school social worker or school speech correctionist, and may also include dental prophylaxis, vision and hearing tests, the taking of medical histories and the administration of health screening tests, and the administration of emergency care programs for ill or injured pupils.
- 2. The party of the second part will also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the nonpublic school:

Supplies and equipment for use by physician, school nurse, psychologist, social worker, and speech correctionist (i.e., scales, vision and hearing testing devices, health record forms, first aid supplies, and all other readily transportable equipment and supplies pertaining to delivery of services).

It is expressly agreed by and between the parties hereto that the services agreed to be supplied under this contract shall not include any teaching service.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the (district) superintendent of schools.

In Witness Whereof, the parties have hereunto set their hands the day and year above written.

(Trustee or President of Board of Education)	West Islip UFSD	100 Sherman Ave. West Islip, NY 11795
(Trustee or Clerk of Board of Education)	West Islip UFSD	100 Sherman Ave. West Islip, NY 11795
********	*********	************
some Lister		
(President of	Half Hollow Hills	525 Half Hollow Rd.
Board of Education)	Central School District	Dix Hills, NY 11746
Lance Space		
(Clerk of	Half Hollow Hills	525 Half Hollow Rd.

# APPROVAL OF SUPERINTENDENT

I have examined the above contract and hereby approve the same.

Superintendent of Schools

Half Hollow Hills Central School District

525 Half Hollow Road Dix Hills, NY 11746

# HALF HOLLOW HILLS CSD

525 HALF HOLLOW ROAD DIX HILLS, NY 11746

# **INVOICE**

23901

Invoice Date

06/08/2022

Customer No.

249

### Customer / Bill To:

WEST ISLIP UFSD ATTN: ASST. SUPT. 100 SHERMAN AVENUE WEST ISLIP, NY 11795

### **Remit To:**

HALF HOLLOW HILLS CSD 525 HALF HOLLOW ROAD DIX HILLS, NY 11746 **ATTN: ACCOUNTING** 

Phone	Fax	E-Mail Address		Terms	I	nvoice Amount
				DUE UPON RECEI	IPT	1,279.88
Items / Services		Cost Basis	Quantity	Unit Price	Amount	
HLTH SERV STU ATTON NO HEALTH SERVICO RESIDENT STUDENTS ATT WITHIN THE HALF HOLLO	ONPUB SCH ES PROVIDED IN THE 2021 ENDING UPPER ROOM CHR	/2022 SCHOOL YEAR TO NON- RISTIAN SCHOOL LOCATED	STUDENTS	1.00	1,279.880	1,279.88

HEALTH SERVICES PROVIDED IN THE 2021/2022 SCHOOL YEAR

TOTAL:

1,279.88

Page 1 of 1

DETACH HERE AND SEND WITH PAYMENT

**WEST ISLIP UFSD** 

ATTN: ASST. SUPT. 100 SHERMAN AVENUE WEST ISLIP, NY 11795

Invoice No.

23901

Invoice Date

06/08/2022

Customer No.

249

**Total Due:** 

\$1,279.88

Mail Payments To:

HALF HOLLOW HILLS CSD 525 HALF HOLLOW ROAD DIX HILLS, NY 11746 ATTN: ACCOUNTING

Payment Terms: DUE UPON RECEIPT

Amount Enclosed:

### **CONSULTANT SERVICES CONTRACT**

This Agreement is entered into this 1st day of July, 2022, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Home Care Therapies, LLC, d/b/a Horizon Healthcare Staffing (hereinafter the "CONSULTANT"), having a principal mailing address of 20 Jerusalem Avenue, 3<sup>rd</sup> floor, Hicksville, NY 11801.

### A. TERM

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

### **B. CONDITIONS**

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

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

### 4. Defense / Indemnification

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

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

# C. SERVICES AND RESPONSIBILITIES

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

# NURSING SERVICES AS PER ATTACHED RATE SHEET FOR SUMMER AND FALL 2022-2023

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

### D. COMPENSATION

- CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
- 2. Compensation shall be as per attached 2022-2023 Rate Sheet.

### E. INSURANCE

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

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



# NON-HIRE CLAUSE Contract for Services 2022-2023 School Year

### Non-Hire:

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

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

ONT 6/7/22

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

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

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

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

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

Tina Longo, CVT/
Director of Medical Serveies
Horizon Healthcare Staffing

Pirint Name - Board Of Education

Signature – Board of Education

- 2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
- 3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

Home Care Therapies, LLC d/b/a Horizon Healthcare Staffing West Islip Union Free School District

BY: Executive Director U17/2012 BY:

President, Board of Education

Horizon Healthcare Staffing



Horizon Group

Please be advised that the rate schedule being submitted by Home Care Therapies d/b/a Horizon Healthcare
Staffing and affiliate Horizon Staffing Solutions for West Islip Public Schools are valid through June 30, 2023. The
rate schedule is subject to yearly rate increases and will be based on West Islip Public Schools approval for each
subsequent year.

Homecare Therapies LLC/dba Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions
Services and Rates
2022-2023

Registered Nurse (RN)	\$61.75 per hour	- Health Office / Trip
Registered Nurse (RN)	\$64.00 per hour	- 1:1 (Skilled Nursing Services)
Registered Nurse Specialty	\$72.00 per hour	- 1:1 (enhanced nursing services for medically fragile special needs students) *
RN Overnight School Trips	\$61.75 per hour	- Day Hours (7:30 am- 8:30 pm)
	\$10.00 per hour	- On-Call hours (8:30 pm-7:30 am) **
Registered Nurse Visit (dispense meds)	\$95.00 per hour	,
Licensed Practical Nurse (LPN)	\$45.00 per hour	- Health Office / Trip
Licensed Practical Nurse (LPN)	\$48.00 per hour	- 1:1 (Skilled Nursing Services)
Licensed Practical Nurse (LPN) Specialty	\$52.00 per hour	- 1:1 (enhanced nursing services for medically fragile special needs students) *
Medical Assistant	\$37.00 per hour	, ,
Certified Nursing Assistant (CNA)	\$28.50 per hour	
Paraprofessional (HA)	\$27.00 per hour	
Home Health Aide (HHA)	\$28.50 per hour	
Student Transportation ONLY-RN	\$100.00 per hour	(one hour minimum each way) ***
Student Transportation ONLY- LPN	\$75.00 per hour	(one hour minimum each way) ***
Student Transportation ONLY- CNA/ PARA	\$60.00 per hour	(two hour minimum each way) ***
Social Worker	\$60.00 per hour	
ABA (Board Certified) Therapist	\$145.00 per hour	
ABA (non- certified)	\$70.00 per hour	
ABA Evaluations	\$130.00 per hour	
Teacher's Aide (Instructional certified)	\$35.00 per hour	
Teacher's Aide (Instructional- non- certified)	\$32.00 per hour	

<sup>\*</sup> Registered Nurse/Licensed Practical Nurse Specialty requested for a student will need additional authorization.

<sup>\*\*</sup>If the clinician's services are required during the on-call hours, the rate will be \$61.75 per hour for the duration of the time the nurse's services is required.

<sup>\*\*\*</sup>This service is <u>only</u> for students needing a clinician on the bus ride to and from school and <u>NOT</u> in school during the day.

Horizon Healthcare Staffing



Horizon Group

Please be advised that the rate schedule being submitted by Home Care Therapics d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions for West Islip Public schools are valid through June 30, 2023. The rate schedule is subject to yearly rate increases and will be based on West Islip Public Schools for each subsequent year.

AS AN AUTHORIZED REPRESENTATIVE OF THE COMPANY, I AGREE WITH THE TERMS OF THIS CONTRACT.

Attest:  Tina Longo, CVA  Director of Medical Services and Marketing Horizon Healthcare Staffing	Print Name (Authorized)	Date
	Signature	Date

# Supplemental Agreement between the

### West Islip Union Free School District

### and

Supplemental Agreement dated this 1st day of July, 2021 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and, Home Care Therapies d/b/a Horizon Healthcare. WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d and 8 NYCRR 121.1; and

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

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

- 1. <u>Defined Terms</u>: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter "Regulations").
  - a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the West Islip Union Free School District

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

- b. "Student" means any person attending or seeking to enroll in an Educational Agency.
- c. "Student Data" means Personally Identifiable Information of a "Student."
- d. "Eligible Student" means a Student who is eighteen years or older.

- e. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.
- f. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- g. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- h. "Teacher or Principal Data" means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.
- i. "Personally Identifiable Information" shall have the following meanings:
  - i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)
  - ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.
- 2. The District has developed the Parents Bill of Rights for Data Privacy and Security, the terms of which are applicable to the Agreement between the District and Contractor and are incorporated into this Supplemental Agreement. The Parents Bill of Rights for Data Privacy and Security states:
  - a. A student's personally identifiable information cannot be sold or released for any commercial purposes.
  - b. Parents have the right to inspect and review the complete contents of their child's education record maintained by the West Islip Union Free School District.
  - c. State and federal laws protect the confidentiality of personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
  - d. A complete list of all student data elements collected by the State is available for public review at

http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx or a copy may be obtained by writing to:

Office of Information & Reporting Services

# New York State Education Department, Room 863 EBA

### 89 Washington Avenue

### Albany, NY 12234

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

Lisa DiSibio, District Data Coordinator

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

### 1.disibio@wi.k12.ny.us

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

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

- 3. As required by Education Law §2-d(3)(c) and Section 121.3 of the Regulations, the District has developed the following "supplemental information" for the Agreement with the Contractor:
  - a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the following

exclusive purpose(s): to provide tutorial services in accordance with the underlying agreement.

- b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and the data protection and security requirements set forth in Education Law §2-d and Part 121 of the Regulations.
- c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2021. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.
- d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District," or "The Contractor and District agree to notify the other party of any challenge to the accuracy of Student Data and/or Principal Data. The District and Contractor agree that the party who is responsible for the development of the Student Data and/or Principal Data shall make the final determination with regard to any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data.
- e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: [Insert (i) a description of where Student Data and/or Principal or Teacher Data will be stored, described in a manner to protect data security, (ii) a description of the security protections taken to ensure Student Data and/or Principal or Teacher Data will be protected and data security and privacy risks are mitigated; and (iii) a description of how the Student Data and/or Principal or Teacher Data will be protected using encryption while in motion and at rest.]

Aldert teagher Dringipal - But dota a street blell in bansel & in motion in energy teon data Stored on Herizen Drined Dervers - trissword prolition 247 IT Holerters DIT dept this and pholection tereball Protections

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

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

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

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

### 7. Miscellaneous:

- a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor to operate in compliance with the amendment or modified requirements under the applicable laws or regulations.
- b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.
- c. Nothing express or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

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

Home Care Therapies d/b/a Horizon Healthcare	West Islip Union Free School District
By Jexa Monge, WI	By:
Print Name: IINA LONGO, (N)	Print Name:
Title: Livedon Mad Serees	Title:
Date: 6/7/2022	Date:

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

This Agreement is entered into this 1<sup>st</sup> day of July, 2022 by and between the Board of Education of the West Islip School District (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and the Board of Education of the Little Flower School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 2460 North Wading River Road, Wading River, New York.

### WITNESSETH

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

WHEREAS, the RECEIVING DISTRICT is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

### A. TERM

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

### B. SERVICES AND RESPONSIBILITIES:

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

SEE ATTACHED STUDENT INFORMATION SUMMARY

- 2. The RECEIVING DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.
- 3. All services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the SENDING DISTRICT to the RECEIVING DISTRICT upon any modification of a student's IEP.
- 4. The RECEIVING 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.
- 5. The RECEIVING DISTRICT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the SENDING DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
- 6. The RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING 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.
- 7. Upon the execution of this Agreement, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- 8. The RECEIVING DISTRICT shall comply will all applicable policies of the RECEIVING DISTRICT while providing services pursuant to this Agreement.
- 9. The RECEIVING DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.

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

- 16. Upon reasonable prior written notice, the RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.
- 17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.

### 18. Insurance

- a. 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 additional 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 (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
- b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
- c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the RECEIVING DISTRICT shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or nonrenewal.
- d. Upon the execution of this Agreement, the RECEIVING DISTRICT will supply the SENDING DISTRICT with a Certificate of Insurance including the SENDING DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

### C. <u>COMPENSATION:</u>

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement in accordance with the Commissioner's formula for calculating tuition for non-resident students.

### SEE ATTACHED APPENDIX A

- A. The parties understand that this rate is subject to change by the State Education Department in accordance with Part 174 of the Regulations of the Commissioner of Education. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each student's attendance.
- 2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
- 3. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
- 4. The SENDING DISTRICT shall give the RECEIVING DISTRICT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

### D. <u>MISCELLANEOUS</u>

### 1. Termination

- a. Either the SENDING DISTRICT or the RECEIVING 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 either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
- c. In the event the SENDING DISTRICT or the RECEIVING 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. Defense / Indemnification

- a. RECEIVING DISTRICT agrees to defend, indemnify and hold harmless the SENDING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the RECEIVING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- b. SENDING DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING 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 SENDING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- 3. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To Sending District:

Elisa Pellati

Assistant Superintendent for Business

West Islip UFSD 100 Sherman Avenue West Islip, NY 11795

To Receiving District:

Harold J. Dean, Superintendent

Little Flower UFSD

2460 North Wading River Road Wading River, NY 11792

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

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

SENDING DISTRICT	RECEIVING DISTRICT
By: President, Board of Education	By: Superintendent Waste Deca
Date:	Date: 4/8/22

# I. RESOLUTIONS

Recommend the Board of Education approve the Corrective Action Plan in response to the Office of the State Comptroller's Report of Examination on Financial Management for the audit period July 1, 2017 through October 31, 2021.



R. AGENDA ITEM VI. APPROVAL D. M SM 6/21/2022 Alexandria M. Battaglia, CPA Brendan Nelson, CPA

May 26, 2022

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

We are pleased to confirm our understanding of the services we are to provide West Islip Union Free School District (the "District") for the fiscal year ended June 30, 2023.

# **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the fiduciary fund, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the fiscal year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis

2. Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund

3. Schedule of Changes in the District's Total Other Post Employment Benefit Liability and Related Ratios

4. Schedule of the District's Proportionate Share of the Net Pension Liability

5. Schedule of the District's Contributions

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

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

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

We will also audit the financial statements of the Extraclassroom Activity Funds as of and for the fiscal year ended June 30, 2023.

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

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

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

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

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

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

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

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

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

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

Presumed risk of management override of controls.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

### Audit Procedures-Internal Control

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

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

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

# Audit Procedures—Compliance

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

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

### **Other Services**

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

# Responsibilities of Management for the Financial Statements and Single Audit

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

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

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

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

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

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

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

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

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

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

### Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

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

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or

containing privileged and confidential information, copies of our reports are to be made available for public inspection.

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

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

Alexandria Battaglia, CPA and Brendan Nelson, CPA, are the engagement partners and are responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in May 2023 and to issue our reports no later than October 15, 2023. Our fees for these services will be based on the actual time spent at our standard, hourly rates. Our standard, hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit.

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

Based on our preliminary estimates, the audit fee for the fiscal year ending June 30, 2023 will not exceed \$45,000 The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

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

### Reporting

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

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

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

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

•	uly yours, Obsame+ Co.,XX			
R.S. Abrams & Co., LLP				
By:	alyanan barn ca			
Title:	Partner			
Date:	May 26, 2022			

West Islip Union	Free	School	District
May 26, 2022			
Page 11			

This letter correctly sets forth the understanding of West Islip Union Free School District.
Board of Education President:
Date:
Assistant Superintendent for Business:
Date:



Flaherty Salmin LLP Certified Public Accountants 2300 Buffalo Road, Building 200, Rochester, NY 14624-1365 office 585 279-0120 fax 585 279-0166 www.fs-cpa.com

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### Report on the Firm's System of Quality Control

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

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

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

### Firm's Responsibility

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

### Peer Reviewer's Responsibility

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

### **Required Selections and Considerations**

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

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

# **Opinion**

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

Flaherty Salmin LLP

Rochester, New York January 5, 2021

AGENDA ITEM VI. APPROVAL E. SM 6/21/2022

# WEST ISLIP UFSD 2021-2022 Budget Transfers - General Fund Board Planning Session - June 21, 2022

				TRANSFER	TRANSFER
TRAN#	DATE	ACCOUNT	ACCOUNT DESCRIPTION	FROM	TO _
4198	06/06/2022	To cover additional new	sletter - TOBAY PO 220061		
		A 1480.419-109-4499	CONTRACTED SERVICES	976.00	
		A 1480.423-109-4465	PROF & TECHNICAL SERVICES		976.00
4199	06/08/2022	For Wilson Language Ge	eocodes classroom kits for K & 1		
		A 2250.492-999-4299	BOCES SERVICES - DISTRICTWIDE	116,667.41	
		A 2010.523-109-4199	SUPPLIES, OTHER		116,667.41
4200	06/22/2022	For Tech equipment for	refurbished MS Tech rooms		
		A 2250.492-999-4299	BOCES SERVICES - DISTRICTWIDE	269,522.76	
		A 2110.205-319-4519	INSTRUCTIONAL EQUIP - TECH - UDALL		120,270.61
		A 2110.205-329-4519	INSTRUCTIONAL EQUIP - TECH - BEACH		149,252.15
4203	06/14/2022	To pay for increase in e	lectric & fuel/oil costs due to inflation		
		A 2250.411-999-4299	TUITION	132,000.00	
		A 1620.407-999-4999	ELECTRIC		120,000.00
		A 1620.410-999-4999	FUEL OIL & HEATING GAS		12,000.00
			DEBIT/CREDIT TOTALS	\$ 519,166.17	\$ 519,166.17
			NET AMOUNT		-

Approved:		Date:	
Bernadette Burns, Superintendent of School	s		