

AGENDA



BOARD OF EDUCATION

October 11, 2018

Beach Street Middle School
17 Beach Street

Submitted by:
Bernadette M. Burns
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
October 11, 2018

Beach Street Middle School

West Islip, New York

- I. CALL TO ORDER**
- II. QUORUM COUNT**
- III. ANNOUNCEMENTS**
- IV. INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards only. (Name and address required) - This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.*
- V. APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the September 25, 2018 Planning Session.
- VI. RECOGNITION**
 - A) School Board Recognition Week ~ *West Islip Board of Education*
- VII. PERSONNEL**
- VIII. CURRICULUM UPDATE**
- IX. REPORT OF BOARD COMMITTEES**
 - A) Finance Committee {10/9/2018}
 - B) Buildings and Grounds Committee {10/9/2018}
 - C) Committee on Special Education/Preschool Special Education Recommendations re: classification/placement/I.E.P. modifications of students as delineated {10/11/2018}
 - D) Policy Committee {10/11/2018}
First Reading No. 6121 Sexual Harassment
- X. FINANCIAL MATTERS**
 - A) Treasurer's Report
- XI. BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Change Orders
 - 1. Arrow Steel Window Corp Bayview \$2,955
 - 2. Arrow Steel Window Corp Manetuck \$5,310
 - 3. Arrow Steel Window Corp Oquenock \$6,785
 - 4. Arrow Steel Window Corp. Udall \$4,475
 - C) Approval of Surplus Items
 - 1. Headsets and miscellaneous library books
 - 2. Miscellaneous IT/AV equipment
 - 3. Library Media chairs
 - 4. Two ¾ size string basses
 - D) Approval of 2018-2019 Contracts
 - 1. ACLD Kramer Learning Center
 - 2. Long Island Select Healthcare
 - E) Approval of Resolutions
 - 1. Donation from Ahold Delhaize USA \$1,913.88 → Beach
 - 2. Increase to Budget 2018-2019 \$2,801.42

XII. PRESIDENT'S REPORT

- A. Approval of revised Chief/School Physicians 2018-2019
- B. Approval of Building Emergency Response Plans 2018-2019

XIII. SUPERINTENDENT'S REPORT

XIV. NOTICES/REMINDERS

XV. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

XVI. INVITATION TO THE PUBLIC - *The public, at this time, is cordially invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards only. (Name and address required) ~ 20 minute time limit. Each person or representative of a group will be limited to three minutes.*

XVII. EXECUTIVE SESSION – *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session in the District Office Board Room to consider any items for which a vote is required.*

XVIII. CLOSING - Adjournment

PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
September 25, 2018 – District Office

PRESENT: Mr. Gellar, Mrs. LaRosa, Mr. Antonicello, Mr. Brady, Mr. Maginniss, Mr. Michaluk, Mr. O'Connor

ABSENT: None

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

ABSENT: None

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

APPROVAL OF MINUTES:

Motion was made by Scott Brady seconded by Paul Michaluk and carried when all Board members present voted in favor to approve the minutes of the September 13, 2018 Board of Education Regular Meeting.

PERSONNEL:

Motion was made by Kevin O'Connor seconded by Ron Maginniss and carried when all Board members present voted in favor to approve ADMINISTRATORS: PROBATIONARY APPOINTMENT: Danielle Mammolito, Assistant Principal, effective October 26, 2018 to October 25, 2022 (High School; \$120,000 {pro-rated}); replacing M. Giacchetto {resigned}).

Motion was made by Kevin O'Connor seconded by Ron Maginniss and carried when all Board members present voted in favor to approve ADMINISTRATORS: PROBATIONARY APPOINTMENT: Donna DeFreitas, Assistant Principal, effective October 26, 2018 to October 25, 2022 (Beach Street; \$120,000 {pro-rated}); replacing R. Fulton {resigned}).

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

Motion was made by Kevin O'Connor seconded by Ron Maginniss and carried when all Board members present voted in favor to approve ADMINISTRATORS: REGULAR SUBSTITUTE: Robyn Southard, Assistant Principal, effective October 25, 2018 to June 30, 2019 (Udall Road; \$120,000 {pro-rated}); replacing L. Stellato {resigned}).

Motion was made by Paul Michaluk seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve TEACHING: RETIREMENT: Karyn Storan, Physical Education, effective January 26, 2019 (13 years).

Motion was made by Paul Michaluk seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve TEACHING: LEAVE OF ABSENCE (unpaid): Robyn Southard, Psychologist, effective October 25, 2018 to June 30, 2019 (Districtwide).

Motion was made by Kevin O'Connor seconded by Ron Maginniss and carried when all Board members present voted in favor to approve: CIVIL SERVICE: SUBSTITUTE CUSTODIAN (\$12.00/hr.): Corey Cunningham, effective September 26, 2018.

Motion was made by Paul Michaluk seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve OTHER: INSTRUCTIONAL SWIM AND FAMILY SWIM PROGRAM 2018-2019: LIFEGUARDS: (\$12 per hour): Sarah Entrono; Kayla Greenc; Justin Keane; James Landhauser; Gerard Jardeleza.

Motion was made by Kevin O'Connor seconded by Ron Maginniss and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$115 per diem): Neha Marolia, effective October 25, 2018, student teacher.

Motion was made by Ron Maginniss seconded by Paul Michaluk and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHING ASSISTANT (\$85 per diem): Nicole Parisi, effective September 26, 2108.

Motion was made by Kevin O'Connor seconded by Ron Maginniss and carried when all Board members present voted in favor to approve Paraprofessional Memorandum of Agreement re: optional workdays.

Motion was made by Kevin O'Connor seconded by Ron Maginniss and carried when all Board members present voted in favor to approve Teaching Assistant Memorandum of Agreement re: 2018-2019 Student-Teacher Calendar.

Motion was made by Scott Brady seconded by Ron Maginniss and carried when all Board members present voted in favor to approve Goals and Objectives 2018-2019.

Motion was made by Paul Michaluk seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve Special Education Contracts 2018-2019: Commack Union Free School District; Metro Therapy.

Motion was made by Kevin O'Connor seconded by Paul Michaluk and carried when all Board members present voted in favor to approve West Islip High School Graduation date of Saturday, June 29, 2019.

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk and carried when all Board members present voted in favor to adjourn to Executive Session at 7:51 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:08 p.m. on motion by Paul Michaluk, seconded by Scott Brady and carried when all Board members present voted in favor.

Lt. Joseph Pangaro presented the results of the security audit.

Motion was made by Annmarie LaRosa seconded by Paul Michaluk and carried when all Board members present voted in favor to approve resolutions: bus driver/medical exam.

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk and carried when all Board members present voted in favor to adjourn to Executive Session at 10:08 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 10:23 p.m. on motion by Paul Michaluk, seconded by Scott Brady and carried when all Board members present voted in favor.

Meeting adjourned at 10:23 p.m. on motion by Paul Michaluk, seconded by Scott Brady and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock
District Clerk

PERSONNEL:

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

CIVIL SERVICE

CL-1 RESIGNATION

Christine Rosati, Cafeteria Aide
Effective October 6, 2018
(High School)

OTHER

CLUBS/ADVISORS 2018-2019

HIGH SCHOOL

Academic Decathlon, Brainstormers, Kevin Murphy
Academic Decathlon, Jr. Brainstormers, Noreen Matthews
Art Club, Linda Marino
Audio-Visual Club Director, Frank Franzone
Band Music, David Kaufman
Business and Marketing Honor Society, Joanne Macrelli and Patricia Stack (shared)
Chamber Singers, Melissa Senatore
Coordinator, One Act Plays, Elaine Longo
Costume Director, Elaine Longo
Creativity Action Service, James Farnworth and Virginia Scudder (shared)
Director, Flag Team, James Kraus
Director, Musical Play, Ryan Jensen
Director, Senior Play, Elaine Longo
Distributive Education Club of America, Diana Saadat
Drama Coordinator, James Kraus
Extra-Curricular Treasurer, Victoria Newell
Freshman Class Advisor, James Dooley
Freshman Class Advisor, Colleen Reilly
Future Business Leaders Club, Monica Krawczyk and Joanne Macrelli (shared)
Gay-Straight Alliance, Nicole Perperis
Junior Class Advisor, Tara Annunziata
Junior Class Advisor, Alissa Nanda
Literary Magazine, David Gershfeld
Mathletes, James Como
Mathletes, Craig Michel
Mathletes, Nancy Yost
Mock Trial, Edward Jablonski
Music Director, Musical Production, Melissa Senatore
National Art Honor Society, Annette Musteric
National English Honor Society, David Gershfeld
National Honor Society, Dina Barone and Beth Crimi (shared)
Newspaper, James Grover
Photographer: Newspaper/Yearbook, Dawn DiVisconti and Christine Maniscalco (shared)
Pit Director, Musical, David Kaufman
Research Program, Lynn Larsen and Alexandra Nohowec (shared)
Robotics, Andrew Baranec
Robotics, Daniel Formichelli
School Store, Diana Saadat

OTHER, continued

CLUBS/ADVISORS 2018-2019, continued

HIGH SCHOOL, continued

Science Olympiad, Jessica Picone and Linda Tong (shared)
Senior Class Advisor, Brian Haldenwang
Senior Class Advisor, Diane Munno
Sophomore Class Advisor, Kristie Ferruzzi
Sophomore Class Advisor, Kelly Weisenseel
Student Senate, Edward Jablonski
Student Senate, David Moglia
Students for the Environment Club, Kelly Sepe
Thirst Project Club, Paola Nilsen
Tri-M Music Honor Society, Ryan Jensen
World Language Honor Society, Andromache Agramonte and Paola Nilsen (shared)
Yearbook, Dawn DiVisconti and Christine Maniscalco (shared)

BEACH STREET MIDDLE SCHOOL

Art Club, Jill Culver
Costume Director, Maura Maynard
Diversity Club, Fran Ahearn
Drama Director, Justin DeMaio
Drama Director, Shane O'Neill
Games Club, John Kennedy
Geography Club, John Kennedy
Helping Hands Club, Kathleen Crowley
Homework Help Club (Grade 6; Fall), Theresa Robertson
Homework Help Club (Grade 6; Spring), Theresa Robertson
Homework Help Club (Grade 7), Christine McCann
Mathletes, Grade 7, Elizabeth Kelly
Mathletes, Grade 8, Jeannine Conaghan
Music Director, Justin DeMaio
National Junior Honor Society, Christine McCann and Theresa Robertson (shared)
Newspaper, Danielle Rufrano (shared)
Peer Tutoring Club, Grade 6/7, Kathleen Crowley
Peer Tutoring Club, Grade 8, Mitchell Luquer
Photographer, Mitchell Luquer
School Store, Denise Cain
Science Olympiad, Kristie Ferruzzi
Science Olympiad, Andrea Miller
Set Director, Justin DeMaio
Student Council, Caryn Drezner
Student Council, Janine Lalia
Yearbook, Theresa Robertson

BAYVIEW ELEMENTARY SCHOOL

Da'Vinci Art Club, Louise Stephenson
Drama Director, Justin DeMaio
Getting Google-y Club, Joanne LaDuca
Leadership Club, Denise Campasano

OTHER, continued

CLUBS/ADVISORS 2018-2019, continued

DISTRICTWIDE

Combined Band, All District, James Kraiss
Combined Chorus, All District, Melissa Senatore
Combined Orchestra, All District, Ryan Jensen
Director, Chamber Orchestra, Beach/Udall, Lynnette Fawess
Director, Jazz Band, Beach, Stephen Smith
Director, Jazz Band, Udall, Lu Ann Peskanov
Director, Jazz Ensemble, James Kraiss
Director, Jazz Lab, David Kaufman
Director, Marching/Pep Band, James Kraiss

MANETUCK ELEMENTARY SCHOOL

Community Service Club Grades K-2, Kerri Ierardi and Susan Marullo (shared)
Math Club, Grades K and 1, Christine Chocko
Video Yearbook, Kristyna Acerno
Yoga Club, Karen Sessa-Jarosik

OQUENOCK ELEMENTARY SCHOOL

Art Club, Janet Wolfe
Fitness Club, Melinda Monahan and Deborah Throo (shared)
Kindness Club, Lisa Brush
Number Crunchers Club, Nicole Cagno-Angerame

PAUL J. BELLEW ELEMENTARY SCHOOL

Drama Director, Fran Coiro and Shane O'Neill (shared)
Geography Bee Club, Linda Canonico and Karen McCarthy (shared)
Mindset Club, Darlene Squillante
Project Happiness, Amanda Harvey and Carrie Yuli (shared)

MENTOR PROGRAM 2018-2019 SCHOOL YEAR

Coordinator (\$1,500 stipend)
Catherine Dolan-Stefanak

Mentor (\$1,000 stipend)
Anne Davis (Cara Douglas, Elementary)
Deborah Magee (Kathryn Dranoff, Social Worker)
Christine McCann (Marissa Villani, Special Education)
Diane Munno (Daniel Formichelli, Science)
Nicole Perperis (Meghan LaRocca, Health)
Kristina Rocco (Flavia Cestaro, World Language)
Carrie Russo (Jami Ashley, Social Worker)
Nancy Silvestrini (Meghan Linderman, Business/Family and Consumer Science)
Lindsay Simonton (Rebecca Burleson, Special Education)
Tonimarie Young (Meaghan Johnston, Special Education)

OTHER, continued

2018-2019 EARLY WINTER MIDDLE SCHOOL COACHES

BOYS BASKETBALL

Robert Weiss, 7-8 Beach Coach

SUBSTITUTE TEACHER (\$115 per diem)

Erin Barto, Effective October 12, 2018

SUBJECT: SEXUAL HARASSMENT

The West Islip School District is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of West Islip School District's commitment to a discrimination-free work environment.

Sexual harassment is against the law. All employees have a legal right to a workplace free from sexual harassment, and employees can enforce this right by filing a complaint internally with West Islip School District, or with a government agency or in court under federal, state or local anti-discrimination laws.

The District's Policy applies to all employees, applicants for employment, interns {whether paid or unpaid}, contractors and persons conducting business with the West Islip School District.

Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action, up to and including termination.

Retaliation Prohibition: No person covered by this Policy shall be subject to adverse employment action including being discharged, disciplined, discriminated against, or otherwise subject to adverse employment action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. The West Islip School District does not tolerate retaliation against anyone who, in good faith, complains or provides information about suspected sexual harassment. Any employee of the West Islip School District who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. Any employee, paid or unpaid intern, or non-employee¹ working in the workplace who believes he/she has been subject to such retaliation should inform a supervisor, manager, or the Title IX officer for his/her area of employment. Any employee, paid or unpaid intern or non-employee who believes they have been a victim of such retaliation may also seek compensation in other available forums, as explained below in the section on Legal Protections.

Sexual harassment is offensive, is a violation of our policies, is unlawful, and subjects the West Islip School District to liability for harm to victims of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who knowingly allow such behavior to continue, will be penalized for such misconduct.

The West Islip School District will conduct a prompt, thorough and confidential investigation that ensures due process for all parties whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.

All employees are encouraged to report any harassment or behaviors that violate this policy. The West Islip School District will provide all employees a complaint form for employees to report harassment and file complaints.

Managers and supervisors are required to report any complaint that they receive, or any harassment that they observe or become aware of, to the Title IX officer for his/her area of employment.

This policy applies to all employees, paid or unpaid interns, and non-employees. All must follow and uphold this policy. This policy must be posted prominently in all work locations to the extent practicable and be provided to employees upon hiring.

¹ A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.

SUBJECT: SEXUAL HARASSMENT, continued

Sexual harassment is a form of sex discrimination and is unlawful under federal, state and local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment;
- such conduct is made either explicitly or implicitly a term or condition of employment; or
- submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment consists of words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should complain so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of sexual harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical assaults of a sexual nature, such as:
 - Touching, pinching, patting, grabbing, brushing against another employee's body or poking another employees' body;
 - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion or other job benefits or detriments;
 - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, name-calling.

SUBJECT: SEXUAL HARASSMENT, continued

Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. A perpetrator of sexual harassment can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises or not during work hours.

What is "Retaliation"?

Unlawful retaliation can be any action that would keep a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation.

Such retaliation is unlawful under federal, state, and local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- filed a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- complained that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Reporting Sexual Harassment

Preventing sexual harassment is everyone's responsibility. The West Islip School District cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager or Title IX officer for his/her area of employment. Anyone who witnesses or becomes aware of potential instances of sexual harassment shall report such behavior to a supervisor, manager or Title IX officer for his/her area of employment.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

Employees, paid or unpaid interns or non-employees who believe they have been a victim of sexual harassment may also seek assistance in other available forums, as explained in the section on Legal Protections.

SUBJECT: SEXUAL HARASSMENT, continued

Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, are required to report such suspected sexual harassment to Title IX officer for his/her area of employment.

In addition to being subject to discipline if he/she engages in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

Complaint and Investigation of Sexual Harassment

All complaints or information about suspected sexual harassment will be investigated, regardless of whether that information was reported in verbal or written form.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, and should be completed within 30 days. The investigation will be confidential to the extent possible. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. Employees who participate in any investigation will not be retaliated against.

Investigations will be done in accordance with the following steps:

- Upon receipt of a complaint, the Title IX officer will conduct an immediate review of the allegations, and take any interim actions, as appropriate. If the complaint is oral, the individual will be encouraged to complete the "Complaint Form" in writing. If he or she refuses, a Complaint Form will be prepared based on the oral reporting.
- If documents, emails or phone records are relevant to the allegations, steps will be taken to obtain and preserve them.
- All relevant documents will be requested and reviewed, including all electronic communications.
- All parties involved will be interviewed, including any relevant witnesses;
- Written documentation of the investigation will be created (such as a letter, memo or email), containing the following:
 - A list of all documents reviewed, along with a detailed summary of relevant documents;
 - A list of names of those interviewed, along with a detailed summary of their statements;
 - A timeline of events;
 - A summary of prior relevant incidents, reported or unreported; and
 - The final resolution of the complaint, together with any corrective actions action(s).
- The written documentation and associated documents will be kept in the employer's records.
- Prompt notification will be made to the individual who complained and the individual(s) who responded of the final determination and any corrective actions identified and implemented in the written document.
- The individual who complained will be informed of his/her right to file a complaint or charge externally as outlined in the Legal Protections section.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by the West Islip School District but is also prohibited by state, federal, and local law. Aside from the internal process at the West Islip School District, employees may also choose to pursue legal remedies with the following governmental entities at any time.

SUBJECT: SEXUAL HARASSMENT, continued

New York State Division of Human Rights {DHR}

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court.

Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed a HRL complaint in state court. Complaining internally to the West Islip School District does not extend the time to file with DHR or in court. The one year or three years is counted from the date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate a complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies, but may include requiring an employer to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, or (718) 741-8400.

DHR may be contacted at (888) 392-3644 or visit dhr.ny.gov/complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission {EEOC}

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred.

If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Legal Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml

Contact the Local Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

SED No. 58-05-09-03-0-011-017
 Project Manager, Bruce Jesiolowski

PROJECT: West Islip UFSD
 (name, address) Phase 2c Bond Work at
 Bayview Elementary School

CHANGE ORDER NUMBER: 1R

DATE: September 7, 2018

TO CONTRACTOR: Arrow Steel Window Corp.
 (name, address) 133 East Carmans Road
 East Farmingdale, NY 11735

ARCHITECT'S PROJECT NO.: 16-155d

CONTRACT DATE: October 7, 2017

CONTRACT FOR: Window Repairs
 (GC-1)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

1. Owner Request. Provide and install one additional window screen in each classroom at Bayview Elementary School. Add \$6,490.00
2. Credit for window screens not required at Paul J. Bellew Elementary School applied towards the additional window screens at Bayview Elementary School (\$6,195.00)
3. Discovered Condition. Replace and/or repair window hardware found to be damaged and deteriorated at Bayview Elementary School. Add \$2,660.00

Total Additional Cost \$2,955.00

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 85,744.00
 Net change by previously authorized Change Orders \$ 0.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 85,744.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)
 (~~unchanged~~) by this Change Order in the amount of \$ 2,955.00
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be \$ 88,699.00
 The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

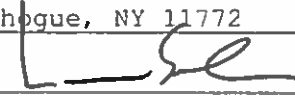
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

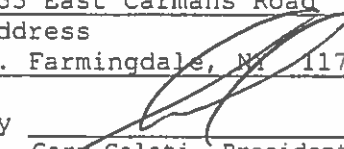
BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC

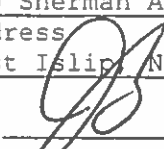
Burton Behrendt & Smith, PC
 ARCHITECT
 244 E. Main Street
 Address
 Patchogue, NY 11772

Arrow Steel Window Corp.
 CONTRACTOR
 133 East Carmans Road
 Address
 E. Farmingdale, NY 11735

West Islip UFSD
 OWNER
 100 Sherman Avenue
 Address
 West Islip, NY 11795

By 
 Lawrence Salvesen, AIA LEED AP
 Date 9-7-18
 (631) 475-0349

By 
 Gary Galati, President
 Date 09/12/18
 631-756-8661

By 
 Bruce Jesiolowski
 Date 9/26/18
 631-893-3200

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

SED No. 58-05-09-03-0-003-019
 Project Manager, Bruce Jesiolowski

PROJECT: West Islip UFSD
 (name, address) Phase 2c Bond Work at
 Manetuck Elementary School

CHANGE ORDER NUMBER: 1
 DATE: August 27, 2018

TO CONTRACTOR: Arrow Steel Window Corp.
 (name, address) 133 East Carmans Road
 East Farmingdale, NY 11735

ARCHITECT'S PROJECT NO.: 16-155e
 CONTRACT DATE: October 7, 2017
 CONTRACT FOR: Window Repairs
 (GC-1)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

1. Owner Request. Provide and install one additional window screen in each classroom at Manetuck Elementary School. Add \$5,310.00

Total Additional Cost \$5,310.00

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 96,462.00
 Net change by previously authorized Change Orders..... \$ 0.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was..... \$ 96,462.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)
 (~~unchanged~~) by this Change Order in the amount of..... \$ 5,310.00
 The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be..... \$ 101,772.00
 The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC

Burton Behrendt & Smith, PC
 ARCHITECT
 244 E. Main Street
 Address
 Patchogue, NY 11772

Arrow Steel Window Corp.
 CONTRACTOR
 133 East Carmans Road
 Address
 E. Farmingdale, NY 11735

West Islip UFSD
 OWNER
 100 Sherman Avenue
 Address
 West Islip, NY 11795

By 
 Lawrence Salvesen, AIA LEED AP

By 
 Gary Galati, President

By 

Date 8-31-18
 (631) 475-0349

Date 09/10/18
 631-756-8661

Date 9/26/18
 631-893-3200

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

SED No. 58-05-09-03-0-012-019
 Project Manager, Bruce Jesiolowski

PROJECT: West Islip UFSD
 (name, address) Phase 2c Bond Work at
 Oqeuonck Elementary School

CHANGE ORDER NUMBER: 1

DATE: August 27, 2018

TO CONTRACTOR: Arrow Steel Window Corp.
 (name, address) 133 East Carmans Road
 East Farmingdale, NY 11735

ARCHITECT'S PROJECT NO.: 16-155f

CONTRACT DATE: October 7, 2017

CONTRACT FOR: Window Repairs
 (GC-1)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

1. Owner Request. Provide and install one additional window screen in each classroom at Oqeuonck Elementary School. Add \$6,785.00

Total Additional Cost \$6,785.00

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 96,462.00
 Net change by previously authorized Change Orders..... \$ 0.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was..... \$ 96,462.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)
 (~~unchanged~~) by this Change Order in the amount of..... \$ 6,785.00
 The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be..... \$ 103,247.00
 The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

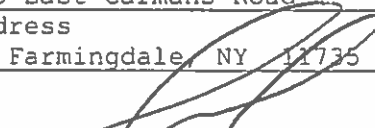
BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC

Burton Behrendt & Smith, PC
 ARCHITECT
 244 E. Main Street
 Address
 Patchogue, NY 11772

Arrow Steel Window Corp.
 CONTRACTOR
 133 East Carmans Road
 Address
 E. Farmingdale, NY 11735

West Islip UFSD
 OWNER
 100 Sherman Avenue
 Address
 West Islip, NY 11795

By 
 Lawrence Salvesen, AIA LEED AP

By 
 Gary Galati, President

By 

Date 8-31-18
 (631) 475-0349

Date 09/10/18
 631-756-8661

Date 9/26/18
 631-893-3200

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

SED No. 58-05-09-03-0-007-016

Project Manager, Bruce Jesiolowski

PROJECT: West Islip UFSD
 (name, address) Phase 2c Bond Work at
 Udall Rd. Middle School

TO CONTRACTOR: Arrow Steel Window Corp.
 (name, address) 133 East Carmans Road
 East Farmingdale, NY 11735

CHANGE ORDER NUMBER: 1

DATE: August 27, 2018

ARCHITECT'S PROJECT NO.: 16-155c

CONTRACT DATE: October 7, 2017

CONTRACT FOR: Window Repairs (GC-1)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

- Owner Request. Furnish and install (42) additional classroom window screens. Add
 \$4,475.00
- Total Additional Cost \$4,475.00**

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 321,540.00
 Net change by previously authorized Change Orders..... \$ 0.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was..... \$ 321,540.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)
 (~~unchanged~~) by this Change Order in the amount of..... \$ 4,475.00
 The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be..... \$ 326,015.00
 The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC

Burton Behrendt & Smith, PC
 ARCHITECT
 244 E. Main Street
 Address
 Patchogue, NY 11772

Arrow Steel Window Corp.
 CONTRACTOR
 133 East Carmans Road
 Address
 East Farmingdale, NY 11735

West Islip UFSD
 OWNER
 100 Sherman Avenue
 Address
 West Islip, NY 11795

By 
 Lawrence Salvesen, AIA LEED AP

By 
 Gary Galati, President

By 

Date 8-31-18
 (631) 475-0349

Date 09/10/18
 631-756-8661

Date 9/26/18
 631-893-3200

WEST ISLIP PUBLIC SCHOOLS
ENGLISH LANGUAGE ARTS

MEMORANDUM

To: Elisa Pellati
From: Karen Appollo
Date: September 14, 2108
Re: Materials for Surplus

Following is a list of materials for surplus:

Headsets:

59 Explorer by Telex gray headsets
20 MPC Educational Systems, Inc. MX-300SM 600 OHM in white

Library Books for Surplus

- Beach Street Middle School

September 4, 2018 – September 13, 2018 -476 copies removed from circulation
(obsolete; poor condition)

INTEROFFICE MEMORANDUM

TO: ELISA PELLATI, ASSISTANT SUPT. FOR BUSINESS

FROM: REANNA FULTON, DIRECTOR OF TECHNOLOGY

SUBJECT: SURPLUS EQUIPMENT

DATE: SEPTEMBER 28, 2018

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

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

- 1- CRT Monitor- CTX model#CVP-5468A
- 1- CRT Monitor- IBM model#6546-00N
- 1- CRT Monitor- IBM model#6332-4HN/B
- 1- Computer-IBM 8183-11U
- 1- Computer-IBM 300GL model#6282-66U
- 1- Computer-HP Compaq DC7700
- 1- Computer-386DX40-128K
- 1- Computer-IBM 8556-045
- 1- Sony Video Projector VPH-1000Q West Islip #000035
- 1- 3M Overhead Projector West Islip #AV-0546
- 1- Avermedia AverkeyPlus
- 1- Belkin 4 port USB hub
- 6 - 3M – 1980's – Overhead projectors – all in parts
- 2- Bullhorns – Broken – All in parts
- 26- Broken in Parts – Go Video/JVC –VCRs
- 4- Bogen Sound Monitors
- 8- TV Stands – Broken Wheels – Shelves
- 8- TV – 23 inches – Panasonic/JVC/Toshiba- inoperable, School IDS – 0125, 2125, 2245
- 1- JVC TV model –AV27D305
- 1- JVC TV model –AV 27F571
- 59 - Explorer by Telex gray headsets
- 20- mpc Educational Systems, Inc., MX-300SM, 600 OHM white headsets
- 7- Valcom power supply switching 600aA 24 VOLT
- 6- ZN Universal Door Answering Unit

WI
BEACH STREET MIDDLE SCHOOL

17 Beach Street
WEST ISLIP, NEW YORK 11795

BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS
(631) 893-3200

ANDREW O'FARRELL
PRINCIPAL
(631) 930-1600

Memorandum

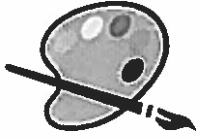
To: Elisa Pellati, Assistant Superintendent for Business

From: Andrew O'Farrell

Date: October 1, 2018

Re: Surplus of Old Library Chairs

I would like to request the surplus and disposal of 54 Library Chairs that are located in the LMC at Beach Street Middle School. Brand new chairs were recently purchased to replace these aging and damaged chairs.



WI
WEST ISLIP PUBLIC SCHOOLS
DEPARTMENT OF ART AND MUSIC EDUCATION



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

Memorandum

To: Elisa Pellati, Assistant Superintendent for Business

From: Eric Albinder

Date: October 1, 2018

Re: Surplus of Instruments

I would like to request the surplus and disposal of two $\frac{3}{4}$ size string basses that are located in the high school music suite. The model is Otto Grunsfeld with a serial #070822-10 and the other instrument model is Leon Aubert with a serial #81626. As a result of the age and general condition of these instruments (numerous cracks & broken seals), our repairman has informed us that it would be more costly to repair than actually replace these instruments.

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2018, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and ACLD Kramer Learning Center (hereinafter the "CONSULTANT"), having a principal mailing address of 1428 Fifth Avenue, Bay Shore, NY 11706.

A. TERM

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

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

AFTER SCHOOL THERAPEUTIC RECREATION PROGRAM

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

D. COMPENSATION

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

E. INSURANCE

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

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

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

ACLD Kramer Learning Center

West Islip Union Free School District

BY:



Executive Director

BY:

President, Board of Education

Exhibit B

ASTRP

Rate Sheet:

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

Rates are effective July 1, 2018

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

Supplemental Agreement dated this **1st day of July, 2018** between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York 11795 and **ACLD Kramer Learning Center** (the "Contractor") located at 1428 Fifth Avenue, Bay Shore, NY 11706.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

- e. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:
- Lisa DiSibio, District Data Coordinator
- West Islip UFSD
- 100 Sherman Avenue
- West Islip, NY 11795
- 631-930-1583
- l.disibio@wi.k12.ny.us
- f. “Supplemental information” for each contract into which the District enters with a third party who receives student data or teacher or principal data shall:
- i. state the exclusive purposes for which the student data or teacher or principal data will be used;
 - ii. specify how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
 - iii. stipulate when the agreement expires and what will happen to the student data or teacher or principal data upon expiration of the agreement;
 - iv. include if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
 - v. state where the student data or teacher or principal data will be stored and the security protections taken to ensure such data will be protected.

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

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

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

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

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

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

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

DATA IS STORED ON WINDOWS 2009 SERVER LOCATED
IN A LOCKED CLIMATE-CONTROLLED ROOM. DATA IS
PROTECTED THRU ACTIVE DIRECTORY RIGHTS, ACCESS
RIGHTS ARE GRANTED TO DATA BASED ON
PREDEFINED GROUP ACCESS.

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

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

- a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
- b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;
- c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:


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

- ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.
 - d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
6. Breach and unauthorized release of Personally Identifiable Information:
- a. In accordance with Education Law §2-d(6), the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.
 - b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.
 - c. In the case of notification to a Parent, Eligible Student, Teacher or Principal due to the unauthorized release of student data by the Contractor, or its subcontractors or assignees, the Contractor shall promptly reimburse the educational agency for the full cost of such notification, as required by Education Law §2-d(6)(c).
7. Miscellaneous:
- a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor to operate in compliance with the amendment or modified requirements under the applicable laws or regulations.

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

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

ACLD Kramer Learning Center

By: 

Print Name: ROBERT C. GOLDSENTH

Title: EXECUTIVE DIRECTOR

Date: 9/5/18

West Islip Union Free School District

By: _____

Print Name: _____

Title: _____

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of **July, 2018**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Long Island Select Healthcare** (hereinafter the "CONSULTANT"), having a principal mailing address of 159 Carlton Avenue, Central Islip, NY 11722.

A. TERM

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

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

SEE ATTACHED SERVICES AND RATE SHEET

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

D. COMPENSATION

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

E. INSURANCE

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

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

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Long Island Select Healthcare

West Islip Union Free School District

BY: 
Executive Director

BY: _____
President, Board of Education



**Long Island
Select Healthcare**

Long Island Select Healthcare Inc.

Rate Sheet 2018-2019

- I. Assistive Technology /Augmentative Communication Consults- \$400/ unit**
- II. Assistive Technology /Augmentative Training- \$400/unit**
- III. Assistive Technology /Augmentative Screening- \$400/unit**

- **1 unit equals 1 hour**
- **Note writing time is in addition to the actual training/screening**

**Supplemental Agreement between the
WEST ISLIP UNION FREE SCHOOL DISTRICT
and
Long Island Select Healthcare**

Supplemental Agreement dated this 1st day of July, 2018 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Long Island Select Healthcare** (the "Contractor") located at 159 Carleton Avenue, Central Islip, NY 11722.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

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

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

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

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

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

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

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

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

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

The contractor (LJSH) scans information which was completed on a secure, closed network into their electronic health record (clinical work) which has a SQL server database + server. User names + passwords are required for access to network as well as application.

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

Long Island Select Healthcare

WEST ISLIP UFSD

By: Tracy B. McDaniel

By: _____

Print Name: Tracy B. McDaniel

Print Name: Steven D. Gellar

Title: CEO

Title: President, Board of Education

Date: 8/1/14

Date: _____

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$1,913.88 from Ahold Delhaize USA, which have been donated for the purpose of purchasing supplies for the benefit of the students of the Beach Street Middle School.

RESOLUTION: INCREASE 2018/2019 BUDGET

BE IT RESOLVED, that the Board of Education hereby authorizes the appropriation budget for the 2018/19 school year to be increased to \$122,950,434.92, an increase of the \$1,913.88 donation and the \$887.54 donation from Ahold Delhaize USA for Beach Street Middle School and Manetuck Elementary School.



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

CHIEF/SCHOOL PHYSICIANS

2018 – 2019

R E V I S E D

Dr. Marc Cimmino
CHIEF SCHOOL PHYSICIAN
Immediate Care Center
Union Boulevard & 3rd Avenue
Bay Shore, NY 11706
Phone: 969-8700
Fax: 969-8703

Dr. Tracy Onal
Immediate Care Center
Union Boulevard & 3rd Avenue
Bay Shore, NY 11706
Phone: 968-0800

Dr. Robert A. Smolarz
50 North Carl Avenue
Babylon, NY 11702
Phone: 669-7200

Dr. Leonard P. Savino
373 Sunrise Highway
West Babylon, NY 11704
Phone: 422-3377

L. Atkinson, RPA
373 Sunrise Highway
West Babylon, NY 11704
Phone: 422-3377

Dr. Costa Constantatos
170 Little East Neck Road #B
West Babylon, NY 11704
Phone: 321-4147

Dr. Jorge Montes
148 Skyline Drive
Coram, NY 11727
Phone: 696-1942

Joseph Tommasino, RPA
373 Sunrise Highway
West Babylon, NY 11704
Phone: 422-3377

Dr. Jennifer Mingione
Internal Medicine
46 Great East Neck Road
West Babylon, NY 11704
Phone: 321-9322
Fax: 321-9324

Dr. Ira Woletsky (Pediatrician)
1111 Montauk Highway
West Islip, NY 11794
Phone: 661-2510

Dr. Jack Marzec
340 Montauk Highway
West Islip, NY 11795
Phone: 422-9530
Fax: 376-1208

Dr. Phil Schrank
6 Technology Drive, Suite 100
East Setauket, NY 11733
Phone: 689-6698
Fax: 751-5548

South Shore Neurologic Associates
712 Main Street
Islip, NY 11751
Phone: 666-3939

Dr. Paul Greenblatt
1855 Union Boulevard
Bay Shore, NY 11706
Phone: 665-3666

Dr. Sarita Duchatellier
Dr. Keith Chu Cheong
Pediatric Neurology
Good Samaritan Hospital
West Islip, NY 11795

Emergency Medical Technician
Coverage for Athletic Events

Robert Mallimo
Ryan McNally
Richard Naeder
Kristine Ostrem
Colleen Lamberson
John Mileski

Chief School Physicians-EMT List