

AGENDA



BOARD OF EDUCATION

March 8, 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

March 8, 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 and will continue only as long as it is conducted in an orderly fashion.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the February 8, 2018 Regular Meeting.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
 - A) Approval of Response to Intervention Plan
- VIII. **REPORT OF COMMITTEES:**
 - A) Finance Committee {3/6/2018}
 - B) Education Committee {3/8/2018}
 - C) Buildings and Grounds Committee {3/6/2018}
 - D) Committee on Special Education/Preschool Special Education Recommendations re: classification/placement/I.E.P. modifications of students as delineated {3/8/2018}
 - E) Policy Committee
 - Second Reading:* No. 7122.2 Release Time of Students
 - No. 7224 Community Service
 - F) Health and Wellness Committee {2/13/2018}
- IX. **FINANCIAL MATTERS**
 - A) Treasurer's Report
- X. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Donations
 - 1. 1994 Pontiac Firebird → WIHS Automotive Technology classes \$2,900
 - 2. Delta 15" Planer → WIHS Engineering Technology classes \$1,250
 - C) Approval of Health Service Contracts
 - 1. Bay Shore UFSD \$8,178.10
 - 2. Commack UFSD \$2,423.20
 - 3. Smithtown CSD \$3,699.04
 - D) Approval of Surplus
 - 1. Miscellaneous Technology equipment ~ WIHS
 - E) Approval of Change Order
 - 1. More Consulting Corp. / Change Order No. 2 High School \$2,990
 - F) Approval of Special Education Contract
 - 1. East Islip UFSD 2017-2018

- X. **BUSINESS ITEMS, continued**
 - G) Approval of Request for Proposal ~ District-wide Technology Upgrade
 - 1. Hardware CDW Government, LLC
 - 2. Installation Custom Computer Specialists, Inc.

- XI. **PRESIDENT'S REPORT**
 - A) Approval of Notice of Public Hearing, Budget Vote, and Election of the West Islip UFSD
 - B) Approval of Affordable Care Act Administration Agreement
 - C) Approval of UPSEU Memorandum of Agreement re: Retirement Incentive

- XII. **SUPERINTENDENT'S REPORT**

- XIII. **NOTICES/REMINDERS**

- XIV. **OTHER ITEMS FOR BOARD MEMBERS INFORMATION**

- XV. **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*

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

- XVII. **CLOSING** - Adjournment

**REGULAR MEETING OF THE BOARD OF EDUCATION
February 8, 2018 - Beach Street Middle School**

PRESENT: Mr. Gellar, Mr. Maginniss, Mr. Michaluk, Mr. O'Connor, Mr. Zotto
ABSENT: Mrs. LaRosa, Mr. Brady
ADMINISTRATORS: Mrs. Burns, Mrs. Duffy, Dr. Rullan
ABSENT: None
ATTORNEY: Mr. Volz

Meeting was called to order at 8:00 p.m. followed by the Pledge.

APPROVAL OF MINUTES

Motion was made by Paul Michaluk, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve the minutes of the January 23, 2018 Planning Session.

PERSONNEL

Motion was made by Paul Michaluk, seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve TEACHING: CHILD-REARING LEAVE OF ABSENCE (unpaid): Jaclyn Jacobs, English, effective March 5, 2018 - June 30, 2018 (Udall).

Motion was made by Kevin O'Connor, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve TEACHING: REGULAR SUBSTITUTE: Nikki Caputi, Elementary, effective February 5, 2018 - June 30, 2018 (Paul J. Bellew; Step 1¹ {pro-rated}).

Motion was made by Kevin O'Connor, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve TEACHING: REGULAR SUBSTITUTE: Deidra O'Brien, English, effective February 15, 2018 - June 30, 2018 (Udall; Step 1A⁴ {pro-rated}); replacing J. Jacobs {leave of absence}).

Motion was made by Paul Michaluk, seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve TEACHING: RESIGNATION: Jane Reilly, Special Education, effective February 23, 2018.

Motion was made by Kevin O'Connor, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Linda Daniels, Part Time Food Service Worker, effective February 8, 2018 (Paul J. Bellew).

Motion was made by Paul Michaluk, seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: Anne Kuhlwilm, Senior Clerk Typist, effective February 27, 2018 (28.41 years).

Motion was made by Kevin O'Connor, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: June Mellon, Principal Account Clerk, Treasurer, effective February 28, 2018 (36.77 years).

Motion was made by Kevin O'Connor, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Linda Daniels, Special Education Aide, effective February 9, 2018 (Oquenock; Step 1; new position).

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: PROBATIONARY APPOINTMENT: Colleen Guimaraes, Special Education Aide, effective February 9, 2018 (Oquenock; Step 4; replacing J. Dolan {Permanent Building Substitute}).

Motion was made by Paul Michaluk, seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Deborah Girardi, Special Education Aide, effective February 15, 2018 (Bayview; Step 1; replacing A. McClenahan {Security Receptionist Aide}).

Motion was made by Paul Michaluk, seconded by Ron Maginniss and carried when all Board members present voted in favor to approve OTHER: CLUBS/ADVISORS 2017-2018:

HIGH SCHOOL: Jazz Lab, Avery Yurman.

Motion was made by Kevin O'Connor, seconded by Ron Maginniss and carried when all Board members present voted in favor to approve OTHER: 2018 SPRING HIGH SCHOOL COACHES:

BASEBALL:

Shawn Rush, Varsity Coach
Dick Zeidler, Assistant Varsity Coach
Michael LaCova, J.V. Coach
Joseph LaCova, Varsity/J.V. Volunteer
Andrew Sesto, Varsity/J.V. Volunteer

SOFTBALL:

Courtney Wilson, Varsity Coach
Alexa Donofrio, Assistant Varsity Coach
Colleen Reilly, J.V. Coach
Kim Raimondi-Rinyu, J.V. Volunteer Coach

BOYS TRACK

Jeremy Robertson, Varsity Coach
John Lavery, Assistant Varsity Coach
Daniel Fannon, Varsity Volunteer Coach

GIRLS TRACK

Michelle Studley-Broderick, Varsity Coach
Michael Distefano, Assistant Varsity Coach

BOYS LACROSSE

Scott Craig, Varsity Coach
William Turri, Assistant Varsity Coach
Thomas Corcoran, Varsity Volunteer Coach
Anthony Pellati, Varsity Volunteer Coach
Sean McAleavey, J.V. Coach
Michael Delgado, Assistant J.V. Coach

GIRLS LACROSSE

Joseph Nicolosi, Varsity Coach
Brian Cameron, Assistant Varsity Coach
James Dooley, J.V. Coach
Stacy Piropato, Assistant J.V. Coach

OTHER – 2018 SPRING HIGH SCHOOL COACHES - continued

BOYS TENNIS

George Botsch, Varsity Coach
Norman Wingert, J.V. Coach

GIRLS GOLF

Thomas Loudon, Varsity Coach

Motion was made by Kevin O'Connor, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve OTHER: 2018 SPRING MIDDLE SCHOOL COACHES:

BASEBALL

Kevin Osburn, 7-8 Udall Coach
Frank Riviezzo, Udall Volunteer
Steve Mileti, 7-8 Beach Coach
Larry Plompen, Beach Volunteer

SOFTBALL

Robert Weiss, 7-8 Udall Coach
Edward Jablonski, 7-8 Beach Coach

BOYS TRACK

Kevin Murphy, 7-8 Udall Coach
Chris Salerno, 7-8 Beach Coach

GIRLS TRACK

Tara Annunziata, 7-8 Udall Coach
Lindsay Morgan, 7-8 Beach Coach

BOYS LACROSSE

Greg Schmalenberger, 7-8 Udall Coach
Dennis J. Coleman, Assistant Udall Coach
Michael Perrone, 7-8 Beach Coach

GIRLS LACROSSE

Kelly Weisenseel, 7-8 Udall Coach
Kristie Ferruzzi, Assistant Udall Coach
Toniann Riportella, 7-8 Beach Coach
Cara Douglas, Assistant Beach Coach

BOYS AND GIRLS SWIMMING

Tom Bruder, 7-8 Udall/Beach Boys and Girls Coach
John Luquer, Assistant Udall/Beach Boys and Girls Coach

BOYS TENNIS

JoAnne Orehosky, 7-8 Udall/Beach Coach

Motion was made by Kevin O'Connor, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve OTHER: INSTRUCTIONAL SWIM AND FAMILY SWIM PROGRAM 2017-2018: LIFEGUARD (\$12 per hour): Nicholas Monaco.

Motion was made by Kevin O'Connor, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve OTHER: HOMEBOUND INSTRUCTOR (\$30/hour): Jessica Cichy, effective January 26, 2018.

Motion was made by Kevin O'Connor, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$115 per diem): Jessica Cichy, effective January 26, 2018; Rosa Contos, effective January 23, 2018.

Motion was made by Kevin O'Connor, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve OTHER: PERMANENT SUBSTITUTE TEACHER (\$130 per diem): Zachary Enoksen, effective February 9, 2018 through June 22, 2018.

CURRICULUM UPDATE

Dr. Rullan informed the audience that NYSED has released the district's graduation rates which increased from 95% to 97%; there was also an increase in the number of students earning a Regents Diploma with Advanced Designation. The graduation rate for students with disabilities also increased from 83% to 92% with 64% receiving a Regents Diploma and 20% receiving a Regents Diploma with Advanced Designation.

The 1:1 Chromebook initiative at the elementary level continues and the district's Technology Integration Specialist has been providing professional development to Grade 5 classroom teachers. The district will be deploying Chromebooks to all fifth graders after February break and plans to pilot the use of Chromebook carts at the high school level next.

REPORT OF COMMITTEES:

Finance Committee: Ron Maginniss reported on the meeting held on 2/6/18. Items reviewed included the December treasurer's report; December Extra-Curricular; December payroll summary; December financial statements; claims audit report and January system manager audit report. Also reviewed were warrants, payroll certification forms, budget transfers, Health Service Contract for East Islip UFSD and Special Education contracts for Lindenhurst UFSD. Mrs. Duffy also reviewed the district's 2017 fiscal stress score of "0", indicating "no designation" of fiscal stress. The district is in compliance with the Affordable Care Act.

Education Committee: Kevin O'Connor reported on the meeting held 2/8/18. The committee reviewed the updated Response to Intervention Plan which expanded to the middle schools. The World Language Department has been working on providing a foreign language experience in the elementary schools and members of the World Language honor societies will teach mini lessons to elementary students.

Building and Grounds Committee: Paul Michaluk reported on the meeting held on 2/6/18. Mr. Robertson from BBS provided a bond update and reviewed security vestibule plans for elementary and middle schools; the committee is considering the practice of sharing equipment with other districts on an as-needed basis; the IT Department is recommending two additional storage servers to allow security cameras to record 24/7; preparations are in place for the use of the high school, Beach Street and Udall gyms for a multi-town soccer tournament; the high school Performing Arts Center has been rented for most winter and spring weekends; and a plan is in place to expand the Hall of Fame this winter to allow for more award plaques. Other items discussed were South Shore Children's Center request to lease two additional classrooms; the installation of a hallway door at Westbrook to limit access to South Shore Children's Center; and the installation of the new air conditioning units by Divine Rhythms.

Committee on Special Education: Ron Maginniss reported on the meeting held on 2/8/18. Items reviewed included CPSE/CSE recommendations and annual reviews.

Policy Committee: Kevin O'Connor reported on the meeting held on 2/6/18. The committee had a *First Reading* on Policy No. 7122.2 Release Time for Students and Policy No. 7224 Community Service. Mr. Gellar noted that a correction was made to Policy No. 7122.2 after the *First Reading* took place.

FINANCIAL MATTERS

The treasurer's report for December was presented. Beginning balance as of 11/30/17: \$18,409,064.54; ending balance as of 12/31/17: \$11,539,074.40.

Motion was made by Kevin O'Connor, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve budget transfers 3460-3466.

Motion was made by Ron Maginniss, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve the following Health Services Contract for East Islip UFSD - \$2,123.98.

Motion was made by Paul Michaluk, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve contracts for special education services for 2016-2017 and 2017-2018 for the Lindenhurst UFSD.

PRESIDENT'S REPORT

Motion was made by Kevin O'Connor, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve UPSEU Memorandum of Agreement.

Motion was made by Paul Michaluk, seconded by Ron Maginniss, and carried when all Board members present voted in favor to approve 2018-2019 Student-Teacher Calendar.

SUPERINTENDENT'S REPORT:

Mrs. Burns informed the audience of P.S. I Love You Day on February 9, 2018.

Mrs. Burns encouraged residents to attend a presentation coordinated by the West Islip Health & Wellness Alliance on "The Real Facts About Vaping and E-Cigarettes" that will take place on Wednesday, February 28, 2018 at 7:00 p.m. in the Beach Street Auditorium.

Motion was made by Kevin O'Connor, seconded by Ron Maginniss and carried when all Board members present voted in favor to adjourn to Executive Session at 8:25 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 10:14 p.m. on motion by Mike Zotto, seconded by Paul Michaluk and carried when all Board members present voted in favor.

Motion was made by Kevin O'Connor, seconded by Ron Maginniss and carried when all Board members present voted in favor to approve Attendance Waiver – Student "A".

Meeting adjourned at 10:15 p.m. on motion by Mike Zotto, seconded by Ron Maginniss and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock
District Clerk

All correspondence, reports or related 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:

ADMINISTRATORS

A-1 RETIREMENT

Joanne Huscilowitc, Director of Information Technology
Effective September 1, 2018
(24 years)

TEACHERS

T-1 RETIREMENT

Constance Allen, World Language
Effective July 1, 2018
(16 years)

Staci Ansbach, Elementary
Effective July 1, 2018
(33 years)

Nancy Budka, Science
Effective July 1, 2018
(24 years)

Denise Ciangetti, Family and Consumer Science
Effective July 1, 2018
(22 years)

James Ciaravino, Psychologist
Effective July 1, 2018
(31 years)

Marie Cifelli, Elementary
Effective July 1, 2018
(19 years)

Helene Dellas-DiBona, Social Worker
Effective July 1, 2018
(18 years)

Deborah Farnworth, World Language
Effective July 1, 2018
(33 years)

Elizabeth Holub, Special Education
Effective July 1, 2018
(38 years)

Patricia Massaro-Haff, Special Education
Effective July 1, 2018
(25 years)

TEACHERS, continued

T-1 RETIREMENT, continued

Robert Matuozzi, Psychologist
Effective July 1, 2018
(25 years)

Brenda Mayo, Elementary
Effective July 1, 2018
(33 years)

Donna Montalbano, Reading
Effective July 1, 2018
(24 years)

Kathy Nicodemo, Family and Consumer Science
Effective July 1, 2018
(16 years)

Linda Ruggiero, Social Studies
Effective July 1, 2018
(17 years)

T-2 LEAVE OF ABSENCE (unpaid)
*(Pursuant to the Family Medical Leave Act of 1993-
12-week continuous medical coverage)*

Tara Probert, Social Studies
Effective January 8, 2018 – February 15, 2018
(Beach; change of effective date)

CIVIL SERVICE

CL-1 PROBATIONARY APPOINTMENT

Lori Grimaldi, Cafeteria Aide
Effective March 9, 2018
(Oquenock; Step 1; replacing C. Guimaraes {Special Education Aide})

Michele Jackala, Part Time Food Service Worker
Effective March 9, 2018
(Paul J. Bellew; \$14.54/hr replacing L. Daniels {Special Education Aide})

CL-2 CHANGE IN TITLE

Deborah Falcon, Accountant-Treasurer
Effective March 9, 2018
(District Office; \$75,000; change from Accountant; replacing J. Mellon {retired})

CL-3 CHILD-BEARING LEAVE OF ABSENCE (unpaid)

Kristina deLeon Mezzacappa, School Nurse
Effective March 13, 2018 through May 25, 2018
(Our Lady of Lourdes)

CIVIL SERVICE, continued

CL-4 SUBSTITUTE CUSTODIAN (\$11.50/hr)

Philip Avanzato, effective March 9, 2018
Tyler Sariego, effective March 9, 2018

CL-5 SUBSTITUTE NURSE (\$115 per diem)

Dawn Abi-Zeid, effective March 9, 2018

CL-6 SUBSTITUTE SPECIAL EDUCATION AIDE

Lori Grimaldi, effective March 9, 2017

OTHER

2018 SPRING MIDDLE SCHOOL COACHES

BOYS LACROSSE

Anthony Pellati, Assistant Beach Coach

BEHAVIOR INTERVENTION SERVICE PROVIDER (\$64.75/hr)

Nicole Jablonski, effective March 9, 2018

SUBSTITUTE TEACHER (\$115 per diem)

Nicole Jablonski, effective March 9, 2018

SUBSTITUTE TEACHING ASSISTANT (\$85 per diem)

Eric Sparks, effective March 9, 2018

West Islip Public Schools

Response to Intervention (RtI) Plan



*Board of Education Adopted : July 1, 2014
Updated September 2015
Updated January 2016
Updated February 2018*

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Acknowledgements

Committee Members 2015-2016

Fernando Agramonte
Staci Ansbach
Grace Avigliano
Lisa Disibio
Melissa Dolan
Reanna Fulton
Stephanie Glennon
Michele Holt
Donna Horner
Jack Maniscalco
Daniel Marquardt
Karen McCarthy
Kristina Moon
John Mullins
Andrew O'Farrell
Erin Papadopulos
Rhonda Pratt
Janet Renganeschi
Anne Rullan
Michelle Walsh

Committee Members 2013-2015

Karen Appollo,
Jeanine Borst
Michelle Bugliari
Susan Burkart
Denise Campasano,
Jeanne Dowling
Wendy Fogarty
Diane Horton-McGinley
Daniel Hunter
Jeremy Johnson
Susan Pitagno
Anne Rullan
Carrie Russo
Deborah Santo
Ariana Stubbmann

Original Committee Members

Mary Anderson
Karen Appollo
Rochelle Blumling
Jeanine Borst
Denise Campasano
Kay Cragg
Kate Finn
Joanna Grimm
Diane Horton-McGinley
Dan Hunter
Kerri Ierardi
Jeremy Johnson
Christine Kirkpatrick-Fiore
Jack Maniscalco
Debbie Magee
Dawn Morrison
John Mullins
Karen Nordland
Kathy Passamenti
Nancy Piccirilli
Susan Pitagno
Rhonda Pratt
Michelle Quigley
Kristina Rosenberg
Beth Schmitz
Sheila Siragusa
Deana Smith
Lori Smith
Melanie Solnick
Tara Staffieri
Ariana Stubbmann
Lori Suprenant
Kristin Timpson
Maureen Umstatter
Donna Villez

The West Islip Mission Statement

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

Response to Intervention

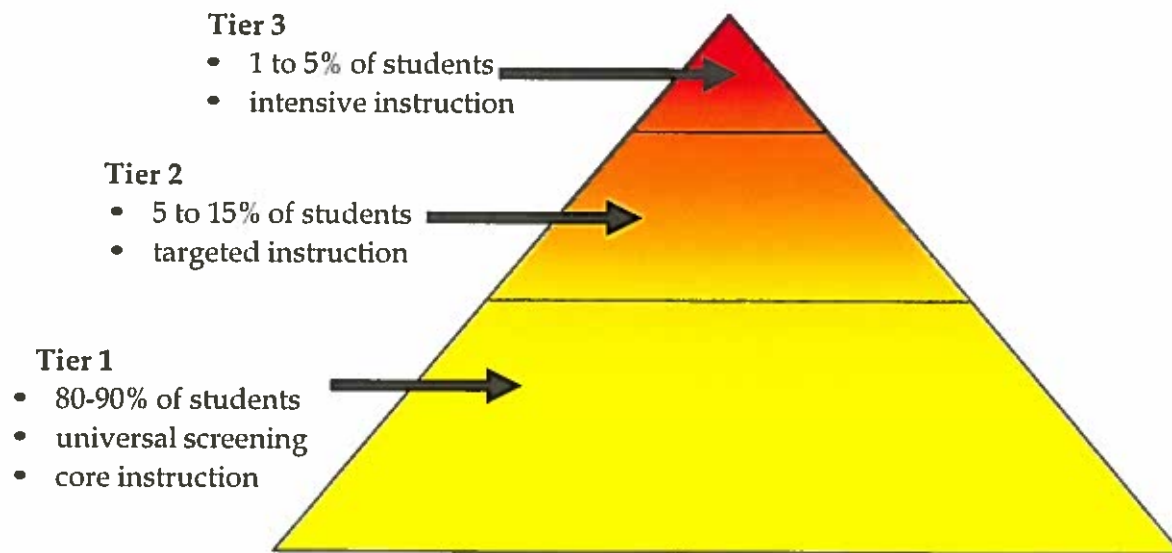
Introduction

What is RtI?

Response to Intervention is a three-tiered problem-solving approach that identifies students with a potential for remediation and/or enrichment early. It provides them with systematically applied strategies and targeted instruction at varying levels of intervention. RtI's goal is to close achievement gaps for all students by addressing small learning problems before they become insurmountable. (NYSED 2008)

RtI and the Three-tiered Model of School Support

The three-tiered model provides increasing intensity of instruction to students in direct proportion to individual needs. Each tier has a set of support structures or activities that helps teachers implement research-based curricular and instructional practices designed to improve student achievement.



RtI and West Islip's Curricula

The West Islip School District establishes a core instructional program by choosing curricula that is fully aligned with the ~~Common Core State~~ **New York State Learning Standards** ~~The Common Core State Standards, which New York adopted on July 19, 2010, set standards for which~~ literacy and mathematics to prepare students for college and careers in the 21st century.

Effective, Highly Engaging Instruction

The West Islip School District provides the infrastructure for effective, highly engaging instruction that meets all students' needs. Effective teaching stems from understanding how students learn, understanding which instructional strategies work well, and knowing how to organize instruction to provide students with the substance of what they need to learn. Dynamic and interesting instruction that engages each student's mind and attention is critical for student success across Tiers 1, 2, and 3. Teachers will consider the following three dimensions in their instruction:

- Task control - decisions about the task, how to involve students in the task, and how to assess that involvement
- Authenticity - how meaningful and relevant the learning is to the students' lives
- Teacher's role - when, where, and to what extent the teacher will participate in each task.

Universal Screening and Progress Monitoring

Universal screening is the first step in the process in identifying students at risk for not meeting immediate grade level and course expectations. Universal screening may further indicate that a student is not predicted to meet long term college and career readiness goals. Screenings are conducted for the purpose of identifying students who are making the expected general education progress, students who are "at risk" for academic failure and who may require closer monitoring, and/or further assessment and to assess the effectiveness of the core curriculum. Universal Screening applies to all students and will occur on designated times throughout the school year.

At the elementary and middle school levels, universal screening occurs three times a year in literacy and mathematics using curriculum based measures and diagnostic benchmark assessments. At the high school level, universal screening can provide new information or confirm the academic and behavioral needs of older students. An essential component of universal screening at the secondary level is to evaluate a student's status in relation to graduation expectations and college and career readiness skills. Universal screening may include the review of curriculum based measures and mastery measurements.

~~All students will be screened three times a year in Literacy. Student progress will be monitored throughout the year.~~

Results from the screenings and assessments will provide the following important information:

- Whether students are making adequate progress
- Which students need assistance so they do not fall further behind
- When to modify instruction to ensure that students master essential skills

This information will be utilized to determine movement into other tiers for instruction based on the students' needs.

In the West Islip School District, universal screening will be implemented in the area of literacy and mathematics in Kindergarten through grade 8. Given the significant research indicating attendance as a pre-cursor for academic and social/emotional success, attendance will be monitored as a behavior through attendance screening in grades Kindergarten through grade 12. Additional behavior screenings will be considered for K-12 in the future.

The district RtI plan provides guidelines for using multiple measures to determine student performance and intervention. These guidelines will continue to be developed to fit the academic and behavior needs of elementary and secondary students.

Universal Screening

Guidelines

Universal Screening applies to all students ~~and will occur in September, January and May~~ of each school year. The screening tool that will be used by West Islip Public School District is Aimsweb Plus for literacy and mathematics in Grades K through 5-8. The Fountas and Pinnell Benchmark Assessment will also be given as a diagnostic tool to identify student's literacy levels in Grades K-8, ~~and Scholastic Reading Inventory for grades 6-8.~~

At the middle school level, literacy will be screened three times a year by the HMH reading inventory (formally the Scholastic Reading Inventory). The HMH Reading Inventory is research based and has been validated by multiple scientific studies of students. The HMH Reading Inventory is a technology based, low stress, adaptable test that measures a student's literacy level using a Lexile measure. A Lexile measure provides information about an individual's reading ability or text difficulty. A Lexile measure provides an indication of a student's progression towards college and career readiness. For incoming sixth graders, Aimsweb data from elementary school will be another measure used to evaluate student performance.

Mathematics screening in Grades 6-8 will consist of evaluating student performance on math assessments based on New York State Learning Standards and grade expectations. All students in grades 6-8 receive a pre-test, a mid-term and final exam that has been aligned with the standards. Students scoring below expectations will be flagged for follow up discussion at RtI meetings.

Attendance as a behavior will be screened using the West Islip School District student management system, Infinite Campus, in Grades K-12.

Introduction

Screenings are conducted for the purpose of identifying students who are making the expected general education progress, students who are "at risk" for academic failure and who may require closer monitoring, and/or further assessment and to assess the effectiveness of the core curriculum.

Screening instruments are valid, reliable, and aligned with grade-level core curriculum based on the ~~Common Core~~ New York State Learning Standards. ~~Universal screening will be implemented in the area of literacy in Kindergarten through grade five. The District Response to Intervention Committee will establish a timeline for continuation in the middle and high schools in literacy.~~

Screening Tool

Aimsweb Plus and SRI use curriculum-based measurements in a software package to establish benchmarks three times a year with standard universal screening probes. Reports identify students at risk, help individualize instruction, evaluate student progress, and demonstrate Adequate Yearly Progress (AYP). They also serve as an accountability and communication tool for system improvement.

Mastery measurements such as Go Math assessments and common grade assessments demonstrate mastery of short term instructional objectives. The skills in mastery measurement assessments demonstrate a student's performance a pre-determined set of skills that are required for mastery of the content or units of study.

Schedule

Universal screenings for literacy will be conducted in September, January and May for all students in Grades K-8. Mathematic Assessments will occur three times a year and will be posted on the district assessment schedule. All assessments will occur in a consistent manner, thus ensuring validity. Attendance reports will be generated throughout the year.

The following curriculum based measurements will be used for universal screening and progress monitoring **Aimsweb Plus**

Reading Probe	Screening Tool and or Progress Monitoring	K	1	2	3	4	5
Print Concepts (PC) Untimed Individual admin.	s	F, W, S - at risk					
Initial Sounds (IC) Untimed Individual admin.	both	F, W S- at risk					
Letter Naming Fluency (LNF) 1 min. Individual admin.	both	F, W, S					
Phoneme Segmentation (PS) Untimed Individual admin.	both	W, S	At Risk Students				
Word Reading Fluency (WRF) 1 min. Individual admin.	both	S	F, W, S				
Letter Word Sounds Fluency (LWSF) 1 min. Individual admin.	both	W, S	F, W, S				
Auditory Vocabulary (AV) Untimed Individual admin.	screening	At risk only F, W, S	At risk only F, W, S				
Oral Reading (OR) 2 min. Individual admin.	both		F, W, S	F, W, S	F, W, S	F, W, S	At risk students only
Vocabulary Untimed (4-6 min.) Group	screening				F, W, S	F, W, S	F, W, S
Reading Comprehension 15-25 min. Group	screening				F, W, S	F, W, S	F, W, S

Silent Reading Fluency Untimed 5 min. Group	both				F, W, S	F, W, S	F, W, S
Total Time		3 min.- 5min. Per child		2 min.	2 min.	30-40 min	30-40 min

Math Probe	Screening Tool and or Progress Monitoring	k	1	2	3	4	5
Number Naming Fluency 1 min. Individual Administration	Both	F, W, S					
Quantity Total Fluency 1 min. Individual Administration	Bpth	F, W, S					
Quantity Difference Fluency 1 min. Individual Administration	Both	W, S					
Concepts and Applications Untimed 7-10 min. Individual Administration	Screening	F, W, S	F, W, S				
Number Comparison Fluency - Pairs 1 min. Individual Administration	Both		F, W, S				
Math Facts Fluency - One Digit 1 min. Individual Administration	Both		F, W, S				
Math Facts Fluency - Tens 1 min. Individual Administration	Both		W, S				
Concepts and Applications Untimed - 25 min. Group Administration	Screening			F, W, S	F, W, S	F, W, S	F, W, S
Number Comparison Fluency- Triads 3 min. Group Administration	Both			F, W, S	F, W, S	F, W, S	F, W, S
Mental Computation Fluency 4 min. Group Administration	Both			F, W, S	F, W, S	F, W, S	F, W, S

Number Sense Fluency (NCF + MCF) 7 min. Composite score Group Administration	Both			F, W, S	F, W, S	F, W, S	F, W, S
Total Time		15-20 min.	15 -20 min.	40-50 min	40-50 min.	40-50 min	40-50 min

~~* For Tier 2 and Tier 3 students only~~

~~LNF Letter Naming Fluency~~

~~LSF Letter Sound Fluency~~

~~NWF Nonsense Word Fluency~~

~~PSF Phoneme Segmentation Fluency~~

~~R-CBM Reading Curriculum Base Measurement~~

~~**R MAZE Reading (Cloze Probe for Comprehension) use to be determined)~~

~~QD Quantity Discrimination~~

~~M-COMP Mathematical Computation~~

Global Testing Window:

- o Fall: September 1 - October 15th
- o Winter: January 1 - February 1st
- o Spring: May 1 - June 1

West Islip Aimsweb Testing Window (on or around):

- o Fall: First full two weeks of school
- o Winter: Last two weeks of January
- o Spring: Last two weeks of May

Training

Professional development will be provided to ensure fidelity or consistency of implementation, scoring, and interpretation of results. The District will provide training regarding the standardized administration of all universal screening tools to be used and the use of a problem-solving approach to determine students' needs, interventions and goal(s) for improvement.

Cut Scores

Cut scores will be derived using ~~Aimsweb probes against national norms and will be consistent~~ District-wide guidelines.

Creating and Using Student Profiles

In addition to curriculum based measures such as Aimweb Plus and HMH Reading Inventory as a source of identification for at-risk students, a research-based diagnostic tool, such as the Fountas and Pinnell Benchmark or the Diagnostic Reading Assessment may be used to help determine specific areas of needs in regard to academic instruction. The building Response to Intervention Team will also include a student's past and current classroom performance and additional assessments to create a profile of student performance. Impacting behaviors such as attendance will also be noted in the profile. No measure in isolation should place a student in intervention services.

~~to Aimsweb and the HMH Reading Inventory as a source of identification for at risk students, a research based diagnostic tool, such as the Fountas and Pinnell Benchmark Assessment, will be used to help determine specific areas of needs in regard to literacy instruction. The Building Response to Intervention Team will include student classroom performance and additional assessments where~~

available.

~~After a student's profile has been established, it will be determined which tier of intervention would be most appropriate. At that point, the parents of at-risk students will be notified via letter per District protocol (see parent involvement section of this document).~~

After a student's profile has been established, it will be determined which tier of intervention would be most appropriate. The Response to Intervention team will use a problem-solving approach and refer to district wide guidelines in the West Islip Response to Intervention Plan and the Elements of West Islip Three Tier Response to Intervention Model charts. At that point, the parents of at-risk students will be notified via letter per District protocol (see parent involvement section of this document).

Progress Monitoring

Just like universal screening, progress monitoring will apply to all students. Students in Tier 1 will be taught the core curriculum with standard supports, such as differentiated instruction, flexible grouping, or enrichment. Content and skill assessment will occur regularly according to the teacher's plans. ~~In addition to the teacher's assessments, Aimsweb Plus, Fountas and Pinnell Benchmark Assessment, or other assessment tools may be used. The purpose of these Multiple assessments will be used is to determine the level of student understanding of the core curriculum. The data received as a result of these assessments will be analyzed. If it indicates that a student is struggling, he/she will be moved into Tier 2.~~ If assessments and classroom observations indicate that a student is struggling, his/her progress will be discussed and the appropriate level of intervention will be determined by the Response to Intervention team.

Tier 2 will consist of small group instruction on targeted areas of weakness(es). At the elementary level, this generally is 3-5 students. At the secondary level, this is a group of 10 to 15 students. Supplemental instruction will occur, using research-based strategies and interventions. ~~Some interventions may include Leveled Literacy Intervention, Wilson Foundations or at the secondary level, Achieve 3000.~~ Students in Tier 2 will be periodically assessed to determine if the student is moving toward his/her goals. Results will be analyzed and changes will be made to the student's plan for improvement accordingly. Such changes may include intervention intensity (change of tiers), duration, frequency, or group size. If, despite the additional support of Tier 2, a student fails to adequately progress towards his/her goals, the Response to Intervention Team will meet to discuss the child's placement in Tier 3.

Tier 3 will provide intensive support for detailed, specific skill deficits. At the elementary level, this generally is 1-3 students. At the secondary level this is a group of 3-5 students. Progress monitoring will occur at least once per week. If the student fails to progress toward the goal, a recommendation may be made for Special Education testing.

Instruction

Tier 1 Instruction -

Tier 1 Instruction is the Core Instruction and will include the following elements:

- Scientifically-based curriculum following the ~~Common Core~~ New York State Learning Standards within a balanced literacy approach
- Effective, highly engaging instruction
- Universal screening and strategic monitoring

The classroom teacher will examine the results of the universal screening, diagnostic benchmark assessments, and periodic progress monitoring. When instruction is satisfactory for at least 80 percent of students in every classroom, problem-solving is directed toward those students who struggle to meet

academic and behavioral expectations for grade level. This process may occur at any point throughout the school year.

Although Tier 1 problem-solving is data-driven, it is less formal than other levels of problem-solving. If a teacher has concerns about an individual student's academic achievement or behavior, the teacher and parents communicate informally. Together, the parents and the teacher will discuss the problem, agree upon a plan, and monitor the student's progress. Follow-up communication should take place to review the effectiveness of the intervention.

If the student's problem persists, or if the student does not meet expectations on benchmark assessments, a more formal problem-solving process will be initiated. The teacher and/or parents can request assistance from the Building Response to Intervention (RtI) Team (formerly known as the Instructional Support Team) to determine if the student needs additional Tier 1 core instruction support or a Tier 2 intervention. The team will develop an individual intervention plan to provide the level and intensity of support needed to help the student meet grade level expectations.

Communication with parents about their child's performance at school and about additional support provided in an RTI framework is critical to student success. If the RtI Team identifies an individual student to receive focused intervention, this information will be communicated to the parents. A sample letter is included in this document.

Students identified in Tier 1 may exhibit the following characteristics:

- At-risk
- Performing below expected levels
- Requiring specific supports to make grade-level progress

Tier 2 and Tier 3 Intervention

The RtI Team will review student performance data and the expectations outlined in a student's intervention plan to measure the responsiveness to instruction and/or intervention. Students who respond well to targeted group intervention and catch up with grade level expectations will exit Tier 2 and have their needs fully met in the classroom. For students who do not respond adequately to the intervention, the RtI Team will use student performance data to determine the next step. At that point, the RtI Team may recommend the same intervention with increased frequency and intensity through Tier 3. If not, a different intervention may take place in Tier 2 or Tier 3.

At Tier 3, the RtI Team will continue to use student performance data from frequent progress monitoring to make a decision about continuing the intervention, pulling back the intensity of support after progress is noted, or making a referral to Special Education.

Tier 2 Targeted Group Intervention

Identified students will receive targeted group intervention as well as core instruction. Tier 2 intervention will be provided in small, ~~same-ability~~ groups of 3-5 students. Intervention at this level should provide sufficient additional support for these students to gain the skills and strategies needed to close the achievement gap and continue to make grade-level progress in Tier 1 instruction (only).

Tier 2 targeted group intervention instruction includes the following elements:

- Evidence-based practice protocols
- Effective, highly engaging instruction
- Progress monitoring

Evidenced-based Practice Protocols

Tier 2 intervention will be specialized, systematic, purposeful, focused, and consistent. It will be

very structured. Evidence-based practices will be provided for students with similar needs. Tier 2 intervention has a high probability of producing change for a large number of students who need support for mastering a targeted skill.

☐ **Effective, Highly Engaging Instruction**

Tier 2 intervention may use classroom materials and approaches, but it extends and supports Tier 1 instruction in these ways:

- Providing more opportunities for students to process and practice the target skill or behavior
- Breaking the material into smaller chunks and segments

Tier 2 may also provide different instructional methods and pacing of instruction, making overt connections between what the students currently know and what they need to learn.

☐ **Frequent Progress Monitoring**

At Tier 2, progress monitoring will take place every two weeks ~~using Aimsweb Progress Monitoring probes if appropriate.~~

Students will receive Tier 2 intervention as long as needed to bring skills up to grade-level expectations or as long as their rate of improvement is adequate to justify continuation. Once a particular student's needs have been met through Tier 2 intervention, the student returns to Tier 1 core instruction ~~(only)~~.

Tier 3: Intensive Intervention

Students who continue to struggle without measurable adequate progress in Tier 1 and Tier 2 instruction and intervention will move to Tier 3 intervention. This applies to the one to five percent of students who have received Tier 2 intervention and who continue to have significant difficulty acquiring the necessary skills to make progress in Tier 1 instruction. These students will receive more frequent, explicit, intensive, individualized intervention for longer periods of time. ~~Intervention at this level may or may not be provided through Special Education.~~

Tier 3 Intensive, Individualized Intervention includes the following elements:

- Research-based and evidence-based intervention
- Intensive intervention based on individual needs
- Increased duration
- Skilled teachers/service providers
- Progress monitoring

☐ **Research-based and Evidence-based Intervention**

Tier 3 intervention approaches will meet the following criteria:

- Supported by scientifically-based research
- Supported by evidence that the intervention has been effective for other students working on the targeted skill
- Structured, explicit, and specifically tailored to learning targets

☐ **Intensive, Individualized Intervention**

Tier 3 is the most intensive intervention. It will target specific deficiency areas in order to meet individual student needs. If a student's response to Tier 2 was positive but slower than desired, he or she may continue to receive a similar type of intervention. In this case, however, the frequency and intensity of small group instruction is increased.



Increased Duration

Tier 3 intervention will be provided for students with greater frequency and/or over a longer period of time than Tier 2. Specific time parameters will be determined by the Rtl Team and student data. Decisions about continuing Tier 3 intervention will be made based on a student's performance and rate of progress in mastering the target skill or behavior.



Frequent progress monitoring

At Tier 3, progress monitoring will take place weekly. ~~using Aimsweb Progress Monitoring probes if appropriate.~~

Students will receive Tier 3 intervention as long as needed to bring skills up to grade-level expectations or as long as their rate of improvement is adequate to justify continuation. Once a particular student's needs have been met through Tier 3 intervention, the student returns to Tier 2 or Tier 1 core instruction.

Elements of the West Islip Three-Tier RtI Model for Elementary Academics

The following table outlines the essential features of the West Islip School District three-tier model of RtI including suggested ranges of frequency and duration of screening, interventions and progress monitoring. A student must meet the benchmark two consecutive times to move to a less intensive tier.			
Elements	Tier 1 Core Curriculum And Instruction	Tier 2 Supplemental Instruction	Tier 3 Increased Levels of Supplemental Instruction
Size of instructional group	Whole class grouping	Small group instruction (no more than five students)	Individualized or small group instruction (no more than three students)
Mastery requirements of content <i>Criteria should be viewed holistically. No one data source will place a student in or out of receiving services.</i>	Relative to the cut points identified on criterion screening measures and continued growth as demonstrated by progress monitoring <i>Above the 25th percentile; 10th to 25th percentile may require strategic monitoring</i> Levels 3+ F & P Levels 3+ Writing Benchmarks Levels 3+ Report Card > 75% overall math performance	Relative to the cut points identified on criterion screening measures and continued growth as demonstrated by progress monitoring <i>5th to 25th percentile</i> Level 2 F & P Level 2 Writing Benchmarks Levels 1 & 2 Report Card < 75% overall math performance <i>-formal diagnostic measures : 5th – 25th percentile based on age/grade norms</i> <ul style="list-style-type: none"> ▪ Woodcock Test of Reading Mastery ▪ TOSWRF-2 Test of Silent Word Reading ▪ WIST Word Identification and Spelling Test ▪ Gray Oral or Gray Silent Reading Test <i>-one or more notable and interfering behaviors: confidence, motivation, attention, executive functioning, etc.</i> <i>*also to be considered:</i> ENL Status/Special Education Classification New York State English as a Second Language Achievement Test	Relative to the student's level of performance and continued growth as demonstrated by progress monitoring. <i>Below 5th percentile</i> Level 1 F & P Level 1 Writing Benchmarks Level 1 Report Card < 65% overall math performance
Mastery requirements for exiting Tiers <i>Criteria should be viewed holistically. No one data source will place a student in or out of receiving services.</i>	Relative to the cut points identified on criterion screening measures and continued growth as demonstrated by progress monitoring	Relative to the cut points identified on criterion screening measures and continued growth as demonstrated by progress monitoring <i>Above the 30th percentile</i> > 3+ F & P > 3+ Report Card > 80% overall math performance	Relative to the student's level of performance and continued growth as demonstrated by progress monitoring. <i>Above 10th percentile</i> > 2+ F & P > 2+ Report Card > 70% overall math performance
Type of Instruction and/or Intervention	Literacy Core Curriculum ▪ Guided Reading	Core + targeted intervention (in addition to	Core + intensive intervention (in addition to

	<ul style="list-style-type: none"> ▪ Strategy groups ▪ Differentiated instruction ▪ Intervention Resource Guide ▪ Extra help ▪ Informal consultation with specialists <p>Math Core Curriculum</p> <ul style="list-style-type: none"> ▪ Strategy groups ▪ Differentiated instruction ▪ Intervention Resource Guide ▪ Extra help ▪ Informal consultation with specialists 	<p>Tier 1 curriculum)</p> <ul style="list-style-type: none"> ▪ Leveled Literacy Instruction ▪ A- Z Learning ▪ RAZ Kids ▪ Castle Learning ▪ Just Words ▪ Foundations ▪ Multisensory Approach ▪ Visualizing and Verbalizing ▪ Words their Way ▪ Go Math! Intensive Intervention Activity Guide ▪ Go Math! Intensive Intervention Skill Packs ▪ Go Math! Strategic Intervention Activity Guide ▪ Go Math! ELL Activity Guide (supporting language processing issues and academic vocabulary) ▪ Reteach Book ▪ Standards Practice ▪ Soar to Success ▪ Other district-approved resources 	<p>Tier 1 and Tier II interventions)</p> <ul style="list-style-type: none"> ▪ Leveled Literacy Instruction (2 students) ▪ Tier 2 with increased frequency and/or smaller group size
Frequency of progress monitoring	Aimsweb Plus Screening measures three times per year Literacy Benchmarks Writing Benchmarks Strategic Monitoring 1x per month Math Skills Inventory, Mid-year and End of Year	Varies, but no less than once every two weeks	Varies, but more continuous and no less than once a week
Frequency of intervention provided	Per school schedule	Varies, but no less than three times per week for a minimum of 20-30 minutes per session	Varies, but four to five times per week for a minimum of 30 minutes per session
Duration of intervention	School year	9-30 weeks	A minimum of 15-20 weeks
Parent Notification	Classroom teacher ensures parent communication	Parent Notification Letter	Parent Notification Letter
Data Collection	Universal Screening monitored by Aimsweb Plus or Scholastic HMH Student Reading Inventory software, literacy benchmarks entered into Infinite Campus, maintained by classroom teacher, Building Rtl Team reviews data on all students	Progress Monitoring monitored by Aimsweb Plus or Scholastic HMH Student Reading Inventory software, literacy benchmarks entered into Infinite Campus, maintained by classroom teacher, Building Rtl Team reviews data on all students	Progress Monitoring monitored by Aimsweb Plus or Scholastic HMH Student Reading Inventory software, literacy benchmarks entered into Infinite Campus, maintained by classroom teacher, Building Rtl Team reviews data on all students

Elements of the West Islip Three-Tier RtI Model for Secondary Level Academics

The following table outlines the essential features of the West Islip School District three-tier model of RtI including suggested ranges of frequency and duration of screening, interventions and progress monitoring. A student must meet the benchmark two consecutive times to move to a less intensive tier.

Elements	Tier 1 Core Curriculum And Instruction	Tier 2 Supplemental Instruction	Tier 3 Increased Levels of Supplemental Instruction
Size of instructional group	Whole class grouping	Small group instruction 10-15:1	Individualized or small group instruction 3-5:1
<p>Mastery requirements of content</p> <p><i>Criteria should be viewed holistically. No one data source will place a student in or out of receiving services.</i></p>	<p>Relative to the cut points identified on criterion screening measures and continued growth as demonstrated by progress monitoring</p> <p><i>*Above the 25 percentile</i></p> <p>-core class quarter grades 80 or higher</p> <p>-Lexile within grade equivalent range</p> <p>-NYS Assessments above the median scale score between level 2 and 3 as designated by NYS Dept. of Education</p> <p>-Fountas and Pinnell benchmark at or above WI grade expectations</p> <p>-common formative assessments scoring at or above mean performance of total students assessed</p> <p>-no notable interfering behaviors that impact on academic learning</p>	<p>Relative to the cut points identified on criterion screening measures and continued growth as demonstrated by progress monitoring</p> <p><i>*5th to 25th percentile</i></p> <p>-one or more core class quarter grades lower than 80 percent average</p> <p>-Lexile below grade equivalent range</p> <p>-NYS Assessments below the median scale score Level 2 and 3 as designated by NYS Dept. of Education</p> <p>-Fountas and Pinnell benchmark below WI grade expectations (level 2)</p> <p>-common formative assessments scoring below mean performance of total students assessed</p> <p>-formal diagnostic measures : 5th – 25th percentile based on age/grade norms</p> <ul style="list-style-type: none"> ▪ Woodcock Test of Reading Mastery ▪ TOSWRF-2 Test of Silent Word Reading ▪ WIST Word Identification and Spelling Test ▪ Gray Oral or Gray Silent Reading Test <p>-one or more notable and interfering behaviors: confidence, motivation, attention, executive functioning, etc.</p> <p><i>*also to be considered: ENL Status/Special Education Classification New York State English as a Second Language Achievement Test</i></p>	<p>Relative to the student's level of performance and continued growth as demonstrated by progress monitoring.</p> <p><i>*Below 5th percentile</i></p> <p>-one or more core class quarter grades lower than 70 percent average</p> <p>-Lexile far below grade equivalent range</p> <p>- NYS Assessments significantly below the median scale score Level 2 and 3 as designated by the NYS Dept. of Education</p> <p>-Fountas and Pinnell benchmark far below WI grade expectations (level 1 or 2)</p> <p>-common formative assessments scoring significantly below mean performance of total students assessed</p> <p>-formal diagnostic measures: below 5th percentile based on age/grade norms</p> <ul style="list-style-type: none"> ▪ Woodcock Test of Reading Mastery ▪ TOSWRF-2 Test of Silent Word Reading ▪ WIST Word Identification and Spelling Test ▪ Gray Oral or Gray Silent Reading Test <p>-one or more notable and interfering behaviors: confidence, motivation, attention, executive functioning, etc.</p> <p><i>*also to be considered: ENL Status/Special Education Classification New York State English as a</i></p>

		NYSESLAT and/or any psychoeducational testing	Second Language Achievement Test NYSESLAT and/or any psychoeducational testing
<p>Mastery requirements for exiting Tiers</p> <p><i>Criteria should be viewed holistically. No one data source will place a student in or out of receiving services.</i></p>	<p>Relative to the cut points identified on criterion screening measures and continued growth as demonstrated by progress monitoring</p>	<p>Relative to the cut points identified on criterion screening measures and continued growth as demonstrated by progress monitoring</p> <p><i>Above the 30th percentile</i></p> <ul style="list-style-type: none"> -Core class quarter grades 80 or higher -Lexile within grade equivalent range -NYS Assessments at or above the median scale score between level 2 or 3 -Fountas and Pinnell benchmark at WI grade expectations -Formal diagnostic measures- 30th percentile based on age norms -documented measureable progress that exceeds expectations and intervention goals -no interfering behaviors - student has responded to a an appropriate behavior intervention, accommodation, or modification and behavior is no longer impacting on academic learning 	<p>Relative to the student's level of performance and continued growth as demonstrated by progress monitoring.</p> <p><i>Above 10th percentile</i></p> <ul style="list-style-type: none"> - Core class quarter grade average 75 percent or higher -Lexile slightly below or approaching grade equivalent range -NYS Assessments at or slightly below the median scale score between level 2 and 3 -Fountas and Pinnell benchmark slightly below WI grade expectations (level 2) -Formal diagnostic measure : 10-25th percentile based on age norms <ul style="list-style-type: none"> ▪ Woodcock Test of Reading Mastery ▪ TOSWRF-2 Test of Silent Word Reading ▪ WIST Word Identification and Spelling Test ▪ Gray Oral or Gray Silent Reading Test -documented measureable progress that exceeds expectations and intervention goals - student is responding appropriately to an appropriate behavior intervention, accommodation or modification that continues to need to be monitored due to its impact on academic learning
<p>Type of Instruction and/or Intervention</p>	<p>Content Area Core Curriculum</p> <ul style="list-style-type: none"> ▪ Guided Reading ▪ Strategy groups ▪ Differentiated instruction ▪ Intervention Resource Guide ▪ Extra help ▪ Informal consultation with specialists 	<p>Core + targeted intervention (in addition to Tier 1 curriculum)</p> <ul style="list-style-type: none"> ▪ Achieve 3000 ▪ Research based strategies and interventions ▪ Wilson Just Words Program ▪ Leveled Literacy Intervention ▪ Florida Center for Reading Research intervention ▪ Castle Learning ▪ Reading behavior Intervention 	<p>Core + intensive intervention (in addition to Tier 1 and Tier II interventions)</p> <ul style="list-style-type: none"> ▪ Wilson ▪ Achieve 3000 ▪ Verbalizing and Visualizing ▪ Orton Gillingham Based Program ▪ Research based district approved program ▪ Reading behavior Intervention (research based)

Application of RtI for Students with Disabilities

Students who are classified as Special Education students with Consultant Teacher (CT) support and receive CT reading mandated minutes for academics are addressed in a different manner.

They are students who have *already gone through* the RtI process of the previous Achievement/Ability Discrepancy Theory. The responsibility of instruction for a CT student is led by the classroom teacher, CT teacher, or other trained staff.

If a CT/LD student has a specific reading disability and LC and resource room or integrated services are appropriate and available to address the concerns in the capacity of Tier 2 and Tier 3 services, it *must be in addition to and not in place of* the CT teacher's required minutes, keeping in mind the classroom teacher is the student's main instructor. This *not the norm, but rather the exception* as it would require the specific CT student to possibly miss additional necessary core classroom instruction time.

The additional services provided should be listed in the Program Modification section of the student's IEP.

CAUTION: This service cannot just be added. The addition of the service will require a CSE meeting or an IEP paper amendment without a meeting.

Use of RtI in the Determination of a Learning Disability

NYS has established criteria for the CSE to use when determining if a student has a learning disability.

These criteria include consideration of data and instructional information obtained through an RtI process which provides important information to determine if a student needs to be referred for an individual evaluation to determine if the student has a learning disability. Effective on and after July 1, 2012, a school district must have an RtI process in place as it may no longer use the severe discrepancy between achievement and intellectual ability to determine that a student in kindergarten through grade four has a learning disability in the area of reading.

In making a determination of eligibility for special education, the CSE must determine that under achievement of the student is not due to lack of appropriate instruction in reading (including the five essential components), mathematics or limited English proficiency. The data from RtI can help to document that the reason for a student's poor performance or underachievement is not due to lack of appropriate instruction or limited English proficiency. Along with other individual evaluation information, RtI data can yield important descriptive information about how children learn and why they may be having difficulties.

When determining if a student has a learning disability, the data from multiple sources indicates that the student, when provided appropriate instruction:

1. does not adequately achieve grade level standards in the areas of reading and/or mathematics;
and
2. (a) is not making sufficient progress toward meeting those standards when provided with appropriate instruction consistent with an RtI model;
or
(b) exhibits a pattern of strengths and weaknesses in performance and/or achievement relative to age or grade level standards as found relevant by the CSE;
and
3. has learning difficulties that are not primarily the result of a visual, hearing or motor disability; mental retardation; emotional disturbance; cultural factors; environmental or economic disadvantage; or limited English proficiency.

Process for Determining Learning Disability Using RtI Data

While the data collected through an RtI process may be used as part of a student's individual evaluation to determine if a student has a learning disability, it may not be the sole source of information to make this determination. A student suspected of having a learning disability must receive a comprehensive multidisciplinary evaluation. Consistent with section 200.4(b) of the Regulations of the Commissioner of Education, the individual evaluation must include a variety of assessment tools and strategies including a physical examination, a social history, other appropriate assessments as necessary, an individual psychological evaluation and an observation. The observation of the student can include information from an observation in routine classroom instruction done either prior to referral for an evaluation or after referral has been made.

The student-centered data collected and information on instructional strategies used throughout an RtI process provides important information to inform the CSE about the student's progress to meet age or State-approved grade-level standards.

This data should include, but not be limited to:

- data that demonstrates that the student was provided appropriate instruction delivered by qualified personnel including research-based instruction in reading;
- progress monitoring data that describes how a student responded to particular interventions of increasing intensity;
- instructional information on a student's skill level and rate of learning relative to age/grade level standards or criterion-referenced benchmark; and
- evaluative data including CBM regarding a student's performance that is useful and instructionally relevant.

The CSE must prepare a written report documenting the eligibility determination of a student suspected of having a learning disability which must include the basis for how the decision was made and, if the student has participated in an RtI process:

- the instructional strategies used,
- the student-centered data collected, and
- documentation that parents were notified when the student required an intervention beyond that provided to all students in the general education classroom, informing them about the amount and nature of student performance data that would be collected; the general education services that would be provided in the RtI program; strategies that would be used for increasing their child's rate of learning and the parents right to refer their child for special education services.

Documentation of the Determination of Eligibility for Student Suspected of Having a Learning Disability

<http://www.p12.nysed.gov/specialed/RTI/guidance/appb.htm>

Section 200.4(j)(5) of the Regulations of the Commissioner of Education requires that the committee on special education (CSE) prepare a written report of the determination of eligibility of a student suspected of having a learning disability that contains a statement of the following information:

1. The CSE has reviewed the individual evaluation results for _____, which indicate the student:
 %o has a learning disability requiring special education services.
 %o does not have a learning disability.
2. This decision was based on the following sources, including aptitude and achievement tests, parent input, and teacher recommendations, as well as information about the student's physical condition, social or cultural background, and adaptive behavior in accordance with section 200.4(c)(1) of the Regulations:
3. The relevant behavior noted during the observation of the student and the relationship of that behavior to the student's academic functioning indicate:
4. The educationally relevant medical findings, if any, indicate:
5. To ensure that underachievement in a student suspected of having a learning disability is not due to lack of appropriate instruction in reading or mathematics, the CSE must, as part of the evaluation procedures pursuant to section 200.4(b) and (c), consider:
 data that demonstrate that prior to, or as part of, the referral process, the student was provided appropriate instruction in regular education settings, delivered by qualified personnel.

AND

data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction, which was provided to the student's parents.

6. The CSE has determined, consistent with section 200.4(j)(3) of the Regulations, that:
 the student does not achieve adequately for the student's age or to meet State-approved grade-level standards in one or more of the following areas: oral expression, listening comprehension, written expression, basic reading skills, reading fluency skills, reading comprehension, mathematics calculation, mathematics problem solving;

AND

the student either does not make sufficient progress to meet age or State-approved grade-level standards in one or more of the areas identified in this paragraph when using a process based on the student's response to scientific, research-based intervention pursuant to section 100.2(ii);

OR

exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, State-approved grade level standards or intellectual development that is determined by the CSE to be relevant to the identification of a learning disability, using appropriate assessments consistent with section 200.4(b).

AND

the student's learning difficulties are not primarily the result of a visual, hearing or motor disability; mental

retardation; emotional disturbance; cultural factors; environmental or economic disadvantage; or limited English proficiency.

7. Complete this item if the student has participated in a process that assesses the student's response to scientific, research-based intervention.

The following instructional strategies were used and student-centered data was collected:

AND

Document how parents were notified about the amount and nature of student performance data that will be collected and the general education services that will be provided; strategies for increasing the student's rate of learning; and the parents' right to request an evaluation for special education programs and/or services.

8. CSE Member Certification of the Determination of a Learning Disability:

The determination of eligibility for special education for a student suspected of having a learning disability must be made by the CSE, which must include the student's regular education teacher and a person qualified to conduct individual diagnostic examinations of students (such as a school psychologist, teacher of speech and language disabilities, speech/language pathologist or reading teacher). Each CSE member must certify in writing whether the report reflects his or her conclusion. If not, the member must submit a separate statement presenting his or her conclusions.

Title	Signature	Agree	Disagree
District Representative	_____	<input type="checkbox"/>	<input type="checkbox"/>
Parent of Student	_____	<input type="checkbox"/>	<input type="checkbox"/>
Regular Education Teacher	_____	<input type="checkbox"/>	<input type="checkbox"/>
Special Education Teacher	_____	<input type="checkbox"/>	<input type="checkbox"/>
School Psychologist	_____	<input type="checkbox"/>	<input type="checkbox"/>
Parent Member	_____	<input type="checkbox"/>	<input type="checkbox"/>
Others: Specify	_____	<input type="checkbox"/>	<input type="checkbox"/>
	_____	<input type="checkbox"/>	<input type="checkbox"/>
	_____	<input type="checkbox"/>	<input type="checkbox"/>

Date: _____

Application for RtI for Students with Limited English Proficient/English Language Learners

For LEP/ELL students, several factors must be considered in determining the appropriate instruction.

First, a student's prior experiences, including prior knowledge, home-language background and socio-cultural background must be taken into consideration. When determining whether academic interventions are appropriate, a student's language proficiency and his/her literacy skills must be discussed. The results of the student NYSITELL and NYSLAT must be reviewed. It is important that reading fluency and comprehension be discussed in conjunction with vocabulary comprehension and linguistic proficiency in both the first and second language. Vocabulary comprehension can also be a variable in the understanding of math concepts.

Generally, the New York State (NYS) Teaching of Language Arts to LEP/ELLs: Learning Standards should guide instruction for ESL.

NYS guidance on determining the difference between appropriate language development and a possible disability.

<http://www.p12.nysed.gov/specialed/RTI/guidance/LEPELL.htm>

LANGUAGE AREAS	DIFFERENCE	POSSIBLE DISABILITY/CONCERNS
Pragmatics: The rules governing social interactions (e.g. turn taking, maintaining topic of conversation).	Social responses to language are based on cultural background (e.g., comfort level in asking or responding to questions) Pauses between turns or overlaps in conversation are similar to those of peers with the same linguistic and cultural background.	Social use of language or lack thereof is inappropriate (e.g., topic of lesson is rocks and the student continues to discuss events that occurred at home without saying how they relate to rocks).
Syntax: The rules governing the order, grammar, and form of phrases or sentences	Grammatical errors due to native language influences (e.g., student may omit initial verb in a question – You like cake? (omission of Do)). Word order in L1 may differ from that of English (e.g., in Arabic sentences are ordered verb-subject-object while Urdu sentences are ordered subject-object-verb).	Grammatical structures continue to be inappropriate in both languages even after extensive instruction (e.g., student cannot produce the past tense in either Spanish or English indicating difficulty with grammatical tenses).
Semantics: The rules pertaining to both the underlying and the surface meaning of phrases and sentences	A student whose native language is Korean may have difficulty using pronouns, as they do not exist in his/her native language. A student may use words from L1 in productions in L2 because of his inability or unfamiliarity of the vocabulary in L2 (e.g., "The car is muy rapido." In this case, the student knows the concept as well as the	Student is demonstrating limited phrasing and vocabulary in both languages (e.g., his/her sentences in both languages demonstrate limited or no use of adjectives and adverbs and both languages are marked by a short length of utterance).

	needed structure but cannot remember the vocabulary).	
Morphology: The rules concerning the construction of words from meaningful units	Native speakers of Russian may not use articles as they do not exist in that language. A student whose native language is Spanish may omit the possessive ('s') when producing an utterance in English (e.g., "Joe crayon broke" or he will say "the crayon of Joe broke," applying a structure that is influenced by the rules of his/her L1. He/she still demonstrates understanding of the morphologic structure for possession but is demonstrating errors in structure that are directly influenced by his/her L1.)	Student's productions in both languages demonstrate a lack of the possessive form indicating that he/she has not acquired this morphologic structure by the appropriate age. Again, both languages may be marked by a short length of utterance.
Fluency: Flowing speech that is not marked by excessive interruptions, interjections, and/or repetitions	Student's language does exhibit more interruptions, interjections, and/or repetitions for his/her age, but there are no physical concomitants marking the speech (physical strain or repeated physical actions), and the student does not seem to exhibit a consciousness of his/her dysfluency. Students learning L2 may exhibit interruptions, interjections, and repetitions as they are searching for words while speaking.	Major reliance on gestures rather than speech to communicate in both L1 and L2, even after lengthy exposure to English. The student exhibits not only interruptions, interjections, and/or repetitions, but also demonstrates physical concomitants that accompany these behaviors such as facial grimacing, leg stomping, or blinking that indicates physical struggle in producing speech. In addition, these students may demonstrate recognition of their dysfluency and try to avoid specific sounds or words. These behaviors will occur in both languages.
Phonology: The rules for combination of sounds in a language	Student may omit specific sound combinations or have difficulty producing certain sounds in the L2 that do not exist in the phonology of the L1 (e.g., student may have difficulty producing the /r/ /l/, /f/, /ch/, or /th/ in L2, or a Tagalong speaker might say "past" instead of "fast" or add a vowel before words that begin with clusters ("I go to school."))	Students will demonstrate a delay in the development of the age appropriate sounds in both languages (e.g., a student may consistently have difficulty producing vowels in both language or by middle school the student will still demonstrate initial consonant deletion in both languages).

Developed by Sarita C. Samora and Idalia Lopez-Diaz. (unpublished - adapted and printed with permission)

Parent Involvement

How will parents learn about RtI?

- Parent brochure describing what RtI is and how it is implemented in the District
- Parent presentations at Parent Teacher Association meetings
- RtI link on district website

How will parents be involved in the model of decision-making?

- Parents and families are seen as key partners in all aspects of RtI.
- Each school has a documented method of informing parents about the RtI model.
- Parents will receive a letter informing them that their child is involved in the RtI process when a child is entering Tier 2 or Tier 3.

How will parents be informed about universal screening results and when their child receives Tier 2 or 3 services?

Parents of students who are identified as at risk and who will be provided with supplemental intervention will receive written notification, consistent with section 100.2(ii) (1) (vi) of the Regulations of the Commissioner of Education which includes:

1. Amount and nature of data that will be used to monitor student's progress;
2. Strategies to increase the student's rate of learning; and
3. Parent's right to refer the student for Special Education services.*

*** In the event a student is referred for an evaluation to determine if the student has a learning disability, the parent will have received appropriate data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction. (8NYSRR §200.4(j)(1)(ii)(b))**

Response to Intervention Service Options

The following programs and materials are currently available in the West Islip School District. They can be used for intervention for literacy development across the three tiers.

Comprehension Toolkit: These materials support explicit instruction through modeling and collaborative practice, and then provide opportunities for independent practice and application.

Core Knowledge Skills Strand: The skills strand teaches the mechanics of reading. Students are taught systematic and explicit phonics instruction as their primary tool for decoding. In addition to phonics, students are also taught spelling, grammar and writing.

Fountas & Pinnell Phonics: This program is a continuum that encompasses nine scientific categories of learning: Early Literacy Concepts, High Frequency Words, Phonological and Phonemic Awareness, Spelling Patterns, Letter Knowledge, Word Structure, Letter/Sound Relationships, Word Solving Actions, and Word Meaning.

Foundations: This program is based upon the Wilson Reading System. It is a phonological/phonemic awareness, phonics and spelling program for the general education classroom.

Leveled Literacy Intervention (LLI): This program provides daily small group intensive instruction/support to help students achieve grade-level competency. It addresses phonics, fluency, comprehension, and vocabulary.

Literacy by Design: This program offers instruction in reading strategies and skills through the use of high quality leveled books, detailed lessons, and assessment tools.

Lindamood Bell VisualiMultisensory: this program provides a systematic approach to teach total word structure for decoding and encoding.

Raz Kids.com: This is an on line leveled books library that helps students improve their reading skills by listening for modeled fluency, reading for practice, recording their reading and checking comprehension with quizzes.

Reading A to Z: This reading resource center supports leveled reading, phonemic awareness, reading comprehension, fluency, and vocabulary. It utilizes leveled books, worksheets, and assessments.

Rigby Literacy: This program offers instruction in reading strategies and skills through the use of high quality leveled books, detailed lessons, and assessment tools.

Words Their Way: This reading resource provides differentiated, sequential instruction in the areas of phonics, phonemic awareness, vocabulary and spelling.

Response to Intervention Service Options

Grade Level	Program	Pillars	Tier
Kindergarten	Comprehension Toolkit	F, V, C	1, 2, & 3
	Fundations	PA, P	2, & 3
	Fountas & Pinnell Phonics	PA, P	1 & 2
	Leveled Literacy Intervention	PA, P, F, V, C	2, & 3
	Raz Kids.com	PA, P, F, V, C	1 & 2
	Reading A to Z	PA, P, F, V, C	1 & 2
	Rigby	PA, P, F, V, C	1 & 2
First	Comprehension Toolkit	F, V, C	1, 2, & 3
	Fundations	PA, P	2, & 3
	Fountas & Pinnell Phonics	PA, P	1 & 2
	Leveled Literacy Intervention	PA, P, F, V, C	1, 2 & 3
	Raz Kids.com	PA, P, F, V, C	2 & 3
	Reading A to Z	PA, P, F, V, C	1, 2, & 3
	Rigby	PA, P, F, V, C	1, 2, & 3
Second	Comprehension Toolkit	F, V, C	1, 2, & 3
	Fountas & Pinnell Phonics	PA, P	1, 2, & 3
	Leveled Literacy Intervention	PA, P, F, V, C	2 & 3
	Multisensory	PA, P,	2 & 3
	Raz Kids.com	PA, P, F, V, C	1, 2 & 3
	Reading A to Z	PA, P, F, V, C	1, 2 & 3
	Rigby	PA, P, F, V, C	1, 2, & 3
Third	Comprehension Toolkit	F, V, C	1, 2, & 3
	Fountas & Pinnell Phonics	PA, P	1, 2, & 3
	Leveled Literacy Intervention	PA, P, F, V, C	2 & 3
	Multisensory	PA, P,	2 & 3
	Raz Kids.com	PA, P, F, V, C	1, 2, & 3
	Reading A to Z	PA, P, F, V, C	1, 2, & 3
	Rigby	PA, P, F, V, C	1, 2, & 3
	Words Their Way	PA, P, F, V	1, 2, & 3
Fourth	Comprehension Toolkit	F, V, C	1, 2, & 3
	Literacy by Design	PA, P, F, V, C	1, 2, & 3
	Leveled Literacy Intervention	PA, P, F, V, C	2 & 3
	Multisensory	PA, P	2 & 3
	Raz Kids.com	PA, P, F, V, C	1, 2, & 3
	Reading A to Z	PA, P, F, V, C	1, 2, & 3
	Words Their Way	PA, PA, F, V	1, 2, & 3
Fifth	Comprehension Toolkit	F, V, C	1, 2, & 3
	Literacy by Design	PA, P, F, V, C	1, 2, & 3
	Leveled Literacy Intervention	PA, P, F, V, C	2 & 3
	Multisensory	PA, P	2 & 3
	Raz Kids.com	PA, P, F, V, C	1, 2, & 3
	Reading A to Z	PA, P, F, V, C	1, 2, & 3
	Words Their Way	PA, PA, F, V	1, 2, & 3

*KEY: PA = Phonemic Awareness, P = Phonics, F = Fluency, V = Vocabulary, C = Comprehension

Florida Center for Reading Research is an additional resource for phonemic awareness, phonics, fluency, vocabulary and comprehension.—

Glossary of Terms

Accommodation: Change made to instruction and/or assessment that does not change the expectations for performance or change the construct that is being measured.

Adaptation: An adjustment to the instructional content or performance expectations of students with disabilities from what is expected or taught to students in general education.

Assessment: The process of measuring and documenting what students have learned.

Assessment Benchmark Tests: The process of measuring and documenting what students have learned. These are short assessments given at the beginning, middle, and end of the school year to establish baseline achievement data and progress.

Authentic Assessment: Tasks that require students to apply knowledge and skills, often connected to real-world situations/challenges. The tool usually used to assess progress is a rubric with well-articulated descriptions of quality performance/product.

Adequate Yearly Progress (AYP): A statewide accountability system mandated by the No Child Left Behind Act of 2001 which requires each state to ensure that all schools and districts make Adequate Yearly Progress as defined by states and approved by the U.S. Department of Education.

Balanced Literacy Approach: In a balanced approach to literacy instruction, teachers integrate instruction with authentic reading and writing experiences so that students learn how to use literacy strategies and skills and have opportunities to apply what they are learning. A balanced approach provides a range in teacher to student support from whole group to small-group targeted instruction.

Baseline Data: Basic information on a student's current performance level, which is gathered before a program or intervention begins. It is the starting point to be used to compare a student's learning before a program or instruction begins.

Behavioral Intervention Plan (BIP): A behavioral plan based on a Functional Behavior Assessment (FBA). It is developed and implemented by a collaborative team, which includes the student and parent. The plan includes positive behavior supports (PBS), identified skills for school success, and specific strategies for behavioral instruction.

Benchmark Assessment: The periodic assessment of all students as compared to age or grade level standards.

Core Curriculum: The planned instruction in a content area, which is central and usually mandatory for all students of a school (e.g. reading, math, science). Core curricula must be scientific and research-based.

Curriculum-based Assessment (CBA): Measurement that uses direct observation and recording of a student's performance in the local curriculum as a basis for gathering information to make instructional decisions.

Curriculum-based Measurements (CBM): A method of monitoring student progress through curriculum. It reflects the success of students' instructional program by using short, formative assessments that are nationally normed.

Cut Point: Cutoff scores on common benchmark assessments. Cut points specify the score at or below

which students would be considered for intervention.

Data-based or Data-driven Decision-Making: The use of student data to guide the design, implementation, and adjustment of instruction.

Data Teams: Teams of educators responsible for data analysis and decision making. The teams may include school administrators, school psychologists, grade/content area general educators, various specialists and other behavioral/mental health personnel.

Differentiated Instruction: Process of designing lesson plans that meet the needs a range of learners. Such planning includes learning objectives, grouping practices, teaching methods, varied assignments, and varied materials chosen based on student skill levels, interest levels, and learning preferences.

Duration: The length (number of minutes) of a session multiplied by the number of sessions per school year. "Sufficient duration" is dependent on a number of factors including the program or strategy being used, the age of the student, and the severity of the deficit involved.

Early Intervention Services: A set of coordinated services for students in kindergarten through grade 12 (with particular emphasis on students in kindergarten through grade 3) who are not currently identified as needing Special Education or related services, but who need additional academic and behavioral support to succeed in general education.

Eligibility: An individual, who by nature of his or her disability and need, requires Special Education and related services in order to receive an appropriate education.

English Language Learners (ELLs): Students whose first language is other than English and who are in the process of learning English.

Evidence-based Practice: Educational practices or instructional strategies supported by relevant scientific research studies.

Explicit Instruction: Instruction that is clear, deliberate, and visible.

Fidelity: Using a program or method of instruction exactly as designed so that it is aligned with research and ensures the largest possible positive outcome.

Five "Big Ideas" of Reading: Critical areas of reading for all tiers.

1. **Phonemic Awareness:** The ability to hear and manipulate the sounds in spoken words and the understanding that spoken words and syllables are made up of speech sounds (Yopp, 1992). Print is not involved. For example, asking the students: "What sound do you hear at the beginning of the word cat?" or "What word rhymes with tree?"

2. **Phonics:** The basic concept that letters represent segments of speech. Students are taught letter names, the relationships between letters and sounds, an understanding that these relationships are systematic and predictable, and the use of these relationships to read and write words.

3. **Fluency:** The ability to read connected text rapidly, smoothly, effortlessly, and automatically with little conscious attention to decoding, thereby allowing the reader to focus attention on the meaning and message of the text. Text is read with appropriate intonation and expression that sounds very much like conversational speech.

4. **Vocabulary:** Words we need to know to communicate with others. There are four types of vocabulary: listening, speaking, reading, and writing.

5. **Comprehension:** The process of constructing meaning from written text. It includes such skills as activating prior knowledge, literal understanding of what is read, sequencing, summarizing,

making inferences, predicting, and making connections between new and unknown information.

Flexible Grouping: The ability for students to move among different groups based upon their performance and instructional needs.

Formative Assessment/Evaluation: Classroom/curriculum measures of student progress.

Functional Assessment:

Academics: Process to identify the skill gap, determine strategies that have and have not been effective, and develop interventions to teach the necessary skill(s).

Behaviors: Process to identify the problem, determine the function or purpose of the behavior, and develop interventions to teach acceptable alternatives to the behavior.

Gap Analysis: A tool for measuring the difference between the student's current level of performance and benchmark expectations.

IDEA: Individuals with Disabilities Education Improvement Act of 2004, also referred to as IDEA 2004.

Inclusion: Students with identified disabilities are educated with general education age- or grade-level peers.

Individualized Education Program (IEP): A written document that is developed, reviewed, and revised in accordance with IDEA 2004 that outlines the special education and related services specifically designed to meet the unique educational needs of a student with a disability.

Instructional Intervention: The systematic and explicit instruction provided to accelerate growth in an area of identified need. Interventions are provided by both special and general educators, and are based on training, not titles. They are designed to improve performance relative to a specific, measurable goal. Interventions are based on valid information about current performance, realistic implementation, and include ongoing student progress monitoring.

Intensive Intervention: Academic and/or behavioral interventions characterized by increased length, frequency, and duration of implementation for students who struggle significantly.

Learning Disability: (As per IDEA 2004) The child does not achieve adequately for the child's age or to meet State-approved grade-level standards in one or more of the following areas, when provided with learning experiences and instruction appropriate for the child's age or State-approved grade-level standards.

- | | |
|----------------------------|--------------------------------|
| 1. Oral expression | 5. Reading fluency skills |
| 2. Listening comprehension | 6. Reading comprehension |
| 3. Written expression | 7. Mathematics calculation |
| 4. Basic reading skill | 8. Mathematics problem-solving |

Modifications: Alterations that change, lower, or reduce learning expectations. Modifications can increase the gap between the achievement of students with disabilities and the expectations for proficiency at a particular grade level. Consistent use of modifications can negatively impact grade level on achievement outcomes. Modifications in statewide assessments may invalidate the results of the assessment.

Multi-sensory: Engaging the visual, auditory, and kinesthetic (movement) senses at the same time.

Outcome Assessment: The measurement of how students have performed at the end of planned instruction or at the end of the year.

Parental Engagement: The meaningful and active involvement of parents and family members in the educational process.

Positive Behavior Support: A tiered intervention system based on school-wide practices that encourage and reward positive student and adult behavior.

Positive Behavior Supports: Evidence-based practices embedded in the school curriculum, culture-expectations that have a prevention focus; teaching, practice, and demonstration of pro-social behaviors.

Prescriptive Intervention: A specified response, which focuses on academic or behavioral areas of concern, to meet the specific needs of a student.

Problem-solving Team: A group of teachers and school staff who meet regularly to evaluate student data, plan interventions and monitor student progress. Different staff members may be part of the team depending on the needs of the student.

Progress Monitoring: Continuous measuring and comparing of student learning to determine progress toward targeted skills with the purpose of appropriately adjusting instruction. A scientifically based practice used to assess students' academic performance and evaluate the effectiveness of instruction.

Remediation: Instruction intended to remedy a situation or to teach a student something that he or she should have previously learned or be able to demonstrate, assuming appropriate strategies matched to student learning have been used previously.

Research-based Instruction or Intervention: A reliable, trustworthy, and valid intervention based on evidence to suggest that when the program is used with a particular group of children, the children can be expected to make adequate gains in achievement.

Response to Intervention Team (RtI Team): A building's support team for a student. This team may include the classroom teacher, the principal, a literacy specialist, a school psychologist, a social worker, a school counselor, a special education teacher or any combination of aforementioned adults.

Scaffolding: An instructional technique in which the teacher breaks a complex task into smaller tasks, models the desired learning strategy or task, provides support as students learn to do the task, and then gradually shifts responsibility to the students. In this manner, a teacher enables students to accomplish as much of a task as possible without adult assistance.

Secondary Levels of Intervention: Interventions that relate directly to an area of need; are different from and supplementary to primary interventions; are often implemented in small group settings; may be individualized; are often connected to a supplemental tier of a tiered intervention model.

Section 504: An accommodation document that is made if the student has a mental or physical impairment that substantially limits one or more of the student's major life activities and needs accommodations to access education.

Specific Measurable Outcome: The statement of a single, specific desired result from an intervention. To be measurable, the outcome should be expressed in observable and quantifiable terms (i.e., Johnny will demonstrate mastery of grade-level basic math calculation skills as measured by a score of 85% or better on the end of the unit test on numerical operations).

Standard Protocol Intervention: Use of same empirically validated intervention for all students with similar academic or behavioral needs.

Students at Risk for Poor Learning Outcomes: Students whose initial performance level or characteristics predict poor learning outcomes unless intervention occurs to accelerate knowledge, skill, or ability development.

Summative Assessment or Evaluation: Checks the level of learning at periodical intervals to provide ongoing feedback to students' understanding.

Systematic Data Collection: Planning a time frame for and following through with appropriate assessments to set baselines and monitor student progress.

Systematic Instruction: Carefully planned teaching based on the identified strengths and needs of students.

Systematic Reform: Change that occurs in all aspects and levels of the educational process and that impacts all stakeholders within that process.

Targeted Instruction: Teaching that is focused on an identified goal and based on the identified strengths and needs of a child.

Tertiary Levels of Intervention: Supplementary interventions that relate directly to an area of need. Usually implemented individually or in very small group settings.

Tiered Instruction: Levels of instructional intensity within a tiered model.

Tiered Model: Common model of three or more tiers that delineate levels of instructional intervention based on student skill need.

Universal Screening: A check of all students' current level of performance in a content or skill area prescribed at intervals during the year.

Response to Intervention Plan

WEST ISLIP UFSD

, NY
(631)893-3200

Plan Information			
Content Area: Reading	Tier: 2	Start Date: 10/03/2015	End Date: 06/20/2016
Plan Description: The student requires an intervention in the area of fluency. There is evidence of an endurance issue. The student can perform the skill but engages in it only for brief periods. The student requires opportunities to practice the skill and timely performance feedback.			
Base Score: 20	Goal Score: 30	Evaluation Method/Tool: Aimsweb Oral Reading	
Base Score Comments: The student is scoring in the below average range.			
Goal Score Comments: The student is expected to meet national norms in the average range.			
Goal Name:		Goal Type:	
Plan Status: Plan in Progress			

Student Information			
Student Name:	DOB:	Student Number:	
Address:			
School of Attendance: Manetuck Elementary School	Grade: 04	Gender: M	Race (Ethnicity Code): White

Parent/Guardian Information			
Parent/Guardian			
Last Name:	First Name:		
Address:	City: West Islip	State: NY	Zip: 11795
Home Phone:	Work Phone:	Cell Phone:	
Email:	Relationship to Student: MOTHER/Student	Primary Language:	
Parent/Guardian			
Last Name:	First Name:		
Address:	City: West Islip	State: NY	Zip: 11795
Home Phone:	Work Phone:	Cell Phone:	
Email:	Relationship to Student: FATHER/Student	Primary Language:	

Intervention					
Intervention Planned	Providers	Minutes	Frequency	Duration	Location
Repeated Readings (Description: An intervention for fluency)	West Islip Intervention Provider	20.0	3.0 per week	10/03/2015 - 06/20/2016	Reading Room

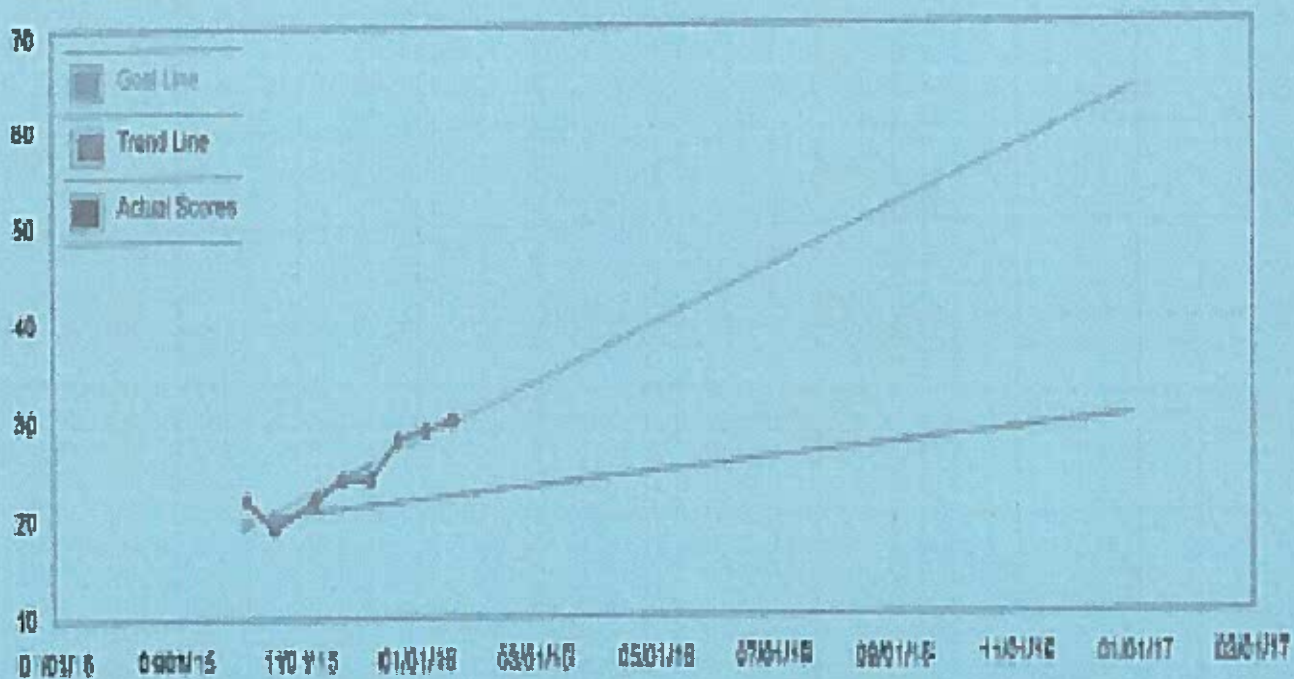
Intervention Deliveries
No intervention delivery data has been entered.

Intervention History

Base Score: 20 (10/3/2015)
 Goal Score: 30 (12/30/2016)

Date	Start Time	End Time	Duration	Score	Comments
1/18/2016	1:30 pm	1:50 pm	20 min	30	meeting grade level expectations
1/4/2016	1:30 pm	1:50 pm	20 min	28	
12/21/2015	1:30 pm	1:50 pm	20 min	28	
12/7/2015	1:30 pm	1:50 pm	20 min	24	very confident
11/23/2015	1:30 pm	1:50 pm	20 min	24	reading more fluently, increase in confidence
11/8/2015	1:30 pm	1:50 pm	20 min	22	
10/19/2015	1:30 pm	1:50 pm	20 min	19	tired, off task
10/6/2015	1:30 pm	1:50 pm	20 min	22	attentive

Base Score: 20 (10/3/2015) - Goal Score: 30 (12/30/2016)



Response to Intervention Plan

WEST ISLIP UFSD

, NY
(631)893-3200

Plan Information			
Content Area: Reading	Tier: 2	Start Date: 10/03/2015	End Date: 12/30/2016
Plan Description: The student requires an intervention in the area of fluency. There is evidence of an endurance issue. The student can perform the skill but engages in it only for brief periods. The student requires opportunities to practice the skill and timely performance feedback.			
Base Score: 20	Goal Score: 30	Evaluation Method/Tool: Aimsweb Oral Reading	
Base Score Comments: The student is scoring in the below average range.			
Goal Score Comments: The student is expected to meet national norms in the average range.			
Goal Name:		Goal Type:	
Plan Success: Achieved - Student has achieved the goal			

Student Information			
Student Name:	DOB:	Student Number:	
Address: _____			
School of Attendance: Manetuck Elementary School	Grade: 04	Gender: M	Race (Ethnicity Code): White

Parent/Guardian Information			
Parent/Guardian			
Last Name:	First Name:		
Address:		City: West Islip	State: NY Zip: 11795
Home Phone:	Work Phone:	Cell Phone	
Email:	Relationship to Student: MOTHER/Student		Primary Language:
Parent/Guardian			
Last Name:	First Name:		
Address:		City: West Islip	State: NY Zip: 11795
Home Phone:	Work Phone:	Cell Phone	
Email:	Relationship to Student: FATHER/Student		Primary Language:

Intervention					
Intervention Planned	Providers	Minutes	Frequency	Duration	Location
Repeated Readings (Description: An intervention for fluency)	West Islip Intervention Provider	20.0	3.0 per week	10/03/2015 - 12/30/2016	Reading Room

Intervention Deliveries					
Date	Start Time	End Time	Duration	Score	Comments
01/16/2016	1:30 pm	1:50 pm	20 min	30	meeting grade level expectations
01/04/2016	1:30 pm	1:50 pm	20 min	29	making noticeable progress, reading fluently with appropriate pace
12/21/2015	1:30 pm	1:50 pm	20 min	28	
12/07/2015	1:30 pm	1:50 pm	20 min	24	very confident
11/23/2015	1:30 pm	1:50 pm	20 min	24	reading more fluently, increase in confidence
11/09/2015	1:30 pm	1:50 pm	20 min	22	
10/19/2015	1:30 pm	1:50 pm	20 min	19	tired, off task

WEST ISLIP SCHOOL DISTRICT

Grade 2-5 Student Data Profile

School Year 17-18

Grade Level 03

Student Name: _____ Classroom Teacher: _____

Universal and Benchmark Assessments

		FALL		WINTER		SPRING	
		Instructional Level	Performance Level	Instructional Level	Performance Level	Instructional Level	Performance Level
Attendance	Absence		2		0		0
	Tardiness		0		0		0
BEHAVIOR INCIDENTS			0		0		0
ASSESSMENT							
Foundas & Finiel	INSTRUCTIONAL KING LVL	Q	Exceeds Grade Level Standards				
		Percentile		Percentile		Percentile	
AIMSweb	Oral Reading Fluency						
	Vocabulary						
	Reading Comprehension						
	Silent Reading Fluency						
	Concepts & Applications (MCAP)		55				
	Number Computation Fluency - Trends						
	Mental Computation Fluency						
Number Sense Fluency		74					
IN-DISTRICT	MATH (Skills, Mid, EOY)	Skills Percentage		Midyear Percentage		End of Year Percentage	
	WRITING SAMPLE	Performance Level		Performance Level		Performance Level	

SAMPLE LETTER
Parent Notification of Services Letter

SCHOOL LETTERHEAD

Date:

Dear Parent or Guardian of _____,

We are pleased to provide Response to Intervention (RtI) Services to your son/daughter. The goal of RtI is to help ensure academic success for all of our students. RtI is a school-based process by which students are regularly screened and monitored to assess if they are responding to classroom instruction and progressing as expected. This service supports our goal to properly prepare students to meet the **New York State Common Core Learning Standards in Literacy and Math**.

All students are Universally Screened three times a year in grades Kindergarten through **four eight**. Using the results of the screening, grade level literacy benchmarks, **district common assessments**, NYS English Language Arts **and Math** Assessments, and classroom performance, students are placed in one of the following tiers:

- Tier 1 - progressing as expected with instruction provided within the classroom
- Tier 2 - additional support with targeted instruction. This can be in the form of small group instruction, additional instructional time, or a variety of other interventions both within and outside of the classroom.
- Tier 3 - students not adequately progressing in Tier 2 services or who have qualified by the results of scores are provided with more intense and frequent intervention services often with specialized program or materials.

_____ ELA

_____ **Math**

_____ Tier 2 services

_____ Tier 3 services

Instructor's Name(s):

Service:

Frequency:

Strategies used to increase student's rate of learning:

Ongoing progress monitoring every _____ (indicate frequency) will help determine the specific level of interventions and the need to continue or terminate these services. If you have any questions please call (Service Provider) at (school phone number).

Sincerely,

Building Principal

SAMPLE LETTER
Parent Notification Termination of Service Letter

SCHOOL LETTERHEAD

Date:

Dear Parent or Guardian of _____

We are pleased to inform you that your son/daughter no longer requires Response to Intervention (RtI) Tier 2 or Tier 3 Services. The goal of RtI is to help ensure academic success for all of our students. RtI is a school-based process by which students are regularly screened and monitored to assess if they are responding to classroom instruction and progressing as expected. This service supports our goal to properly prepare students to meet the New York State Common Core Learning Standards in Literacy.

Your child will continue to be monitored within the classroom setting to ensure academic success.

If you have any questions please call (Service Provider) at (school phone number).

Sincerely,

Building Principal



RESPONSE TO INTERVENTION

A Parent's Guide to Response to Intervention

The University of the State of New York
The State Education Department
www.nysed.gov

Introduction

This pamphlet provides parents, families and others with information regarding Response to Intervention (RtI). RtI is a process used in schools to provide well-designed instruction, closely monitor all students' progress and provide additional instructional supports to students who are struggling. This additional help is to assist those students to keep up with learning in their classrooms, particularly in the areas of reading and math.

At the end of this pamphlet, there is a reference list which provides sources for additional information for parents and websites where these resources can be found.

What is RtI?¹

RtI is a school process used to determine if a student is responding to classroom instruction and progressing as expected. In an RtI process, a student who is struggling receives additional instructional support provided by matching instruction to a student's individual needs through a multi-tier instructional model. Each level, also known as a tier, provides instruction with increased intensity such as smaller groups or instructional time focused on specific areas.

RtI focuses on the early prevention of academic difficulty, particularly in the areas of reading and math by:

- ensuring appropriate instruction for all students;
- monitoring students' progress; and
- providing additional levels of instructional assistance (intervention) for students who require support.

¹ In addition to RtI programs focusing on academic difficulties, many schools also use systems of behavioral support based on a RtI model. This system is called "Positive Behavioral Interventions and Supports" or PBIS. For additional information see <http://www.pbis.org/>.

What are the steps in RtI?

1. **Screening is conducted for all students.**

What is screening?

Screening is a quick assessment that measures a student's skills or behaviors expected for his or her grade level. Screenings may be conducted once a year or as many as three times per year.

How are the results of screening used?

Screening for all students helps schools to identify students who are considered at-risk of not learning the necessary skills expected for the student's age or grade level. Depending upon the results of initial screening, a school may recommend that a student be provided additional instructional support to address the student's areas of need.

Will a parent be notified of his/her child's screening results?

Some schools notify all parents of his/her child's screening results, but it is not required. However, if the school recommends that a student receive additional instructional support beyond what is provided to all students in the class, the parent must be notified.

2. **All students receive appropriate instruction.**

An RtI process begins with providing appropriate instruction to all students by the classroom teacher in the general education class. This is called Tier 1.

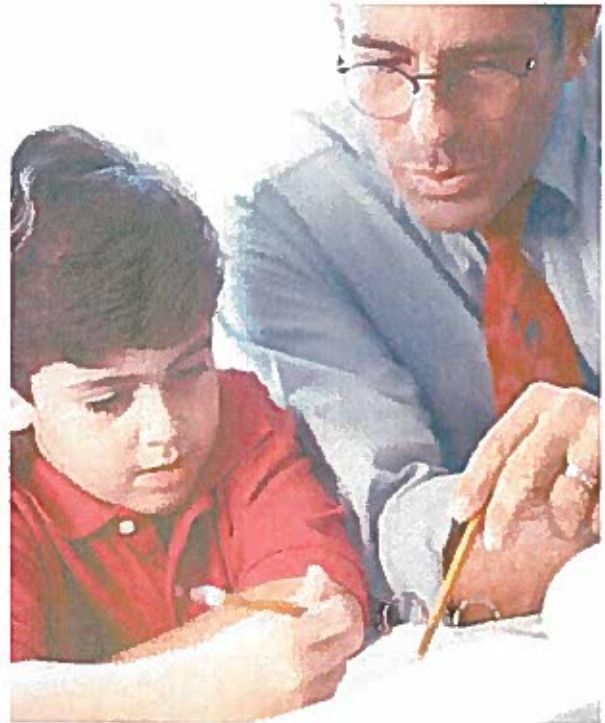
What is appropriate instruction?

Appropriate instruction means that the methods and materials a teacher uses are based on research showing that most students will be successful if taught in this manner. Since students learn in different ways, it is important for a teacher to use a variety of effective methods and materials to meet the needs of all students in his/her class.

What is considered appropriate reading instruction?

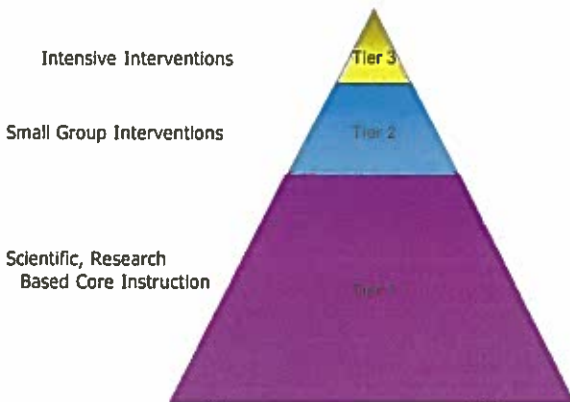
Reading instruction should include instruction in the essential elements of reading:

- phonemic awareness: the ability to distinguish the individual sounds of language;
- phonics: the ability to understand letter-sound connections;
- vocabulary development: understanding words to communicate effectively, both orally and in print;
- reading fluency: the ability to read orally with speed, accuracy and vocal expression; and
- reading comprehension: the ability to understand the written words.



Within the RtI model, targeted intervention is provided with increasingly intense levels or tiers of support. Increased intensity can mean more time, smaller groups and/or more instruction focused on the specific areas in which the student is having difficulty. Most RtI models provide three tiers of support.

RtI Tiers



3. Additional instructional support is provided for students, based upon screening and ongoing measurement of progress.

How will additional instructional support be provided?

Students identified through screening as needing additional instructional support, receive assistance designed to meet their needs. This assistance is called targeted intervention. Targeted intervention includes the teaching method or strategy the teacher will use, how often the intervention will be provided and for how long the intervention will be provided.

What is Tier 2 Intervention?

Tier 2 intervention is in addition to the student's regular classroom instruction and may be provided within the classroom or in a separate room. Tier 2 intervention usually means that a student is:

- taught in a small group;
- receiving additional instruction time; and/or
- taught using various instructional methods such as more opportunities for practice and more intensive instruction on difficult concepts.

For example, a student having difficulty reading may receive instruction in a small group (3-5 students) for 30 minutes per day with a reading teacher. This Tier 2 intervention may be provided by a reading or math specialist. During this time, a student's progress will be measured regularly (monitored) to see if the intervention is meeting his/her needs.

What is Tier 3 intervention?

For students who are still not progressing with Tier 2 intervention, Tier 3 intervention may be provided. Instruction at this level may be more frequent, smaller group and/or for a longer period of time than that provided in Tiers 1 or 2. Tier 3 may utilize materials or programs which focus specifically on skills with which the student may be having difficulty.

4. Who determines the level of support (Tiers 1, 2, 3) for each student?

If a student is identified as needing instructional support, a team may meet to review information from the student's classroom work, screenings, and State and district-wide assessments. This team typically includes the student's classroom teacher(s), the parent(s) and other staff such as a reading teacher and school psychologist. The team will recommend what type of instructional support the student needs and how often and for how long the instructional support will be provided. The team will also decide on how often the student's progress will be monitored to determine if he/she is responding to the instructional support.

5. What is progress monitoring?

Progress monitoring involves a frequent assessment of a student's performance in specific skill areas. Progress monitoring is used to determine whether the specific instructional support is working and to provide information to the student's teacher on how to adjust instruction to meet the student's needs.



How often does progress monitoring occur?

How often a student's progress should be monitored will vary by school, the level of intervention and by the individual student's needs. In many cases, schools will monitor individual student progress once

every other week or as frequently as every week. Many schools that use an RtI process will chart the student's progress on a graph to see if progress is being made. This will help identify where there is a gap between how the student is performing and what is expected of other students of the same age or grade.

Progress monitoring also helps school staff know if the instructional support that is being provided needs to be changed.

6. What information will parents receive in the RtI process?

Parents should receive screening results from the school, as well as regular updates on his/her child's progress in the classroom. However, schools must make progress monitoring information available to parents of students receiving Tier 2 or 3 levels of intervention.

Parents of students requiring Tier 2 or 3 support must be provided with information describing the:

- amount and type of student performance data that will be collected and the general education services that will be provided;
- strategies for increasing the student's rate of learning; and
- parents' right to request an evaluation for special education programs and/or services. Each parent of a student participating in an RtI

process is encouraged to meet regularly with teachers and school staff who are providing instructional support to the student in order to review the student's progress.

Teachers may ask a parent to help support the student's progress in a number of ways. They may ask that the parent read to his/her child, have him or her read to you and/or engage in other activities that promote positive growth in skills.

What if a student is not making progress even when provided with the most intense interventions at Tier 3?

There is a small percentage of students who do not make the expected progress and who may require further evaluation to determine other reasons for the lack of progress. Whenever there is concern that the student might have a disability affecting his/her ability to progress, the school will seek the parent's consent to conduct an individual evaluation to determine if the student needs special education services. The information gathered through the RtI process will be considered as part of this evaluation.

If, at any time, a parent thinks that his/her child may have a disability, the parent should make a written request to the school to have the student evaluated for special education services. This written request could be given to the student's teacher, the school's special education office or the building principal,

Resources

National Center on Response to Intervention, December 2007, <http://www.rti4success.org/>

This website is developed and maintained by the federally-funded National Center on RtI. Among the many resources, there are a number relating to parents and parental involvement. Since it is a new and active website, the number of resources will grow.

National Reading Panel. TEACHING CHILDREN TO READ: An Evidence-Based Assessment of the Scientific Research Literature on Reading and Its Implications for Reading Instruction. Updated 10/06 (Materials retrieved 5/08) <http://www.nationalreadingpanel.org/>

National Research Center on Learning Disabilities (NRCLD). (2006, April). Getting Started with SLD Determination: After IDEA Reauthorization. Johnson, E. & Mellard, D.F.

New York State Education Department (NYSED) - <http://www.p12.nysed.gov/>

NYSED, Special Education Office – Assistance for Parents - <http://www.p12.nysed.gov/specialed/quality/parents.htm>

New York State Response to Intervention Technical Assistance Center. The NYS RtI-TAC is funded by the NYS Education Department as part of the Department's strategy to promote and build school district capacity to implement a systemic, response to intervention process. www.nysrti.org.

Office of Special Education Programs (OSEP) Technical Assistance Center on Positive Behavioral Interventions and Supports - <http://www.pbis.org/>

Reading First: A Closer Look at the Five Essential Elements of Effective Reading Instruction, Learning Point Associates, 2004.

The ABCs of RtI, Elementary School Reading, A Guide for Parents, Mellard, D., McKnight, M., Deshler, D., December 2007



The State Education Department does not discriminate on the basis of age, color, religion, creed, disability, marital status, veteran status, national origin, race, gender, genetic predisposition or carrier status, or sexual orientation in its educational programs, services and activities. Portions of this publication can be made available in a variety of formats, including braille, large print or audio tape, upon request. Inquiries concerning this policy of nondiscrimination should be directed to the Department's Office for Diversity, Ethics, and Access, Room 530, Education Building, Albany, NY 12234.

7122.2

SUBJECT: RELEASE TIME OF STUDENTS

Written requests from the parent/guardian for the release of students generally will be honored. The appropriate time and reason for absence shall be recorded on the attendance record, using the procedures mandated by the state.

The building principal shall assume this responsibility or shall designate an individual to review and approve all requests.

Release Time During School Lunch

High school seniors may be permitted to leave school during the lunch period, subject to rules and regulations established and enforced by the Superintendent to assure:

- a) That students have parental permission to leave school grounds during the period;
- b) That the students exit in an orderly fashion, obey driving rules, and return promptly for classes.

This privilege may be rescinded for a senior or group of seniors who loiter in a public place, commit a public nuisance, or do not observe the school established rules.

Release Time During the School Day

When a senior has fulfilled all graduation requirements, they may be granted the privilege of ~~arriving to school after first period or allowed to leave~~ leaving school property after seventh (7th) period. Other students who are scheduled for a study period for the final period of the school day may be granted this privilege to participate in an approved and verified work study program or verified student employment.

The administration shall ensure that:

- a) ~~Students have parental permission to arrive late or~~ leave school grounds early;
~~Students have a good attendance history;~~
- c) ~~Effective September 2019,~~ seniors are carrying a minimum course load of 5.5 credits plus physical education, and sufficient credits to qualify for graduation;
- ~~Students have a verifiable paid or unpaid work reason or career connection (ex. job coaching, internship);~~
- ~~The entering and exiting of school property will be~~ conducted in an orderly manner, and ~~students do not loitering of the released students on; or near, school property will be permitted.~~

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Students granted the privilege to ~~arrive late or~~ leave early shall not be provided with bus transportation to/from school.

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8 New York Code of Rules and Regulations
(NYCRR) Section 109.2

SUBJECT: COMMUNITY SERVICE

The Board of Education desires ~~that students shall become concerned, connected and contributing members of the West Islip community, and the world-at-large. To this end, effective with the Class of 2022, it is expected that all students engage in community service as a requirement for graduation. Those to establish a diploma endorsement for~~ students who have completed one hundred or more hours of community service during their high school careers ~~shall receive a diploma endorsement. It Those who qualify for the Century Club~~ and will be recognized with a seal that will be affixed to their diplomas, ~~as well~~ and through notations on their official high school transcript and in the graduation program.

Regulations will be developed to guide the Community Service and Involvement Program (CSIP).

WEST ISLIP HIGH SCHOOL
ENGINEERING TECHNOLOGY



Engineering the Future, Today...

Members of the Board:

The following equipment and materials have been donated to the Technology Department
for use in the Automotive Technology classes. The donation was made by:

Dennis Pope
889 Udall Road
West Islip, NY 11795

VEHICLE:

YEAR: 1994

MAKE: Pontiac

MODEL: Firebird

STYLE: Formula V8 6spd

VIN: 2G2FV22P8R2247753

Kelly Blue Book - Market Value \$2900

Mr. Brian Buonomo
Lead Teacher for Engineering Technology
West Islip High School
1 Lions Path, West Islip, NY 11795
b.buonomo@wi.k12.ny.us / 631.504.5877

WEST ISLIP HIGH SCHOOL
ENGINEERING TECHNOLOGY



Engineering the Future, Today...

Members of the Board:

The following equipment and materials have been donated to the Engineering Technology department for use in the Engineering Technology classes. The donation was made by:

Small Machine Services LLC

243 Fire Island Ave

Babylon NY 11702

Donation:

Delta 15" Thickness Planer for Wood with extra cutter knives.

Model#: DC380

Approx. Value \$1250

Mr. Brian Buonomo
Lead Teacher for Engineering Technology
West Islip High School
1 Lions Path, West Islip, NY 11795
b.buonomo@wi.k12.ny.us / 631.504.5877

BAY SHORE UNION FREE SCHOOL DISTRICT
Business Office
75 West Perkal Street
Bay Shore, NY 11706
(631) 968-1107

To: Business Office
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795

Invoice: HS17/18
Date: 02/20/18

2017/18 Health Services for 10 West Islip student(s) attending
non-public schools in Bay Shore @ \$817.81 per student =

\$8,178.10

Please make checks payable to: Bay Shore UFSD
Remittance Copy

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this 13th day of December, 2017 by and between the BOARD OF EDUCATION OF THE BAY SHORE UNION FREE SCHOOL DISTRICT ("BAY SHORE"), as the party of the first part, having its principal place of business at 75 West Perkal Street, Bay Shore, New York 11706 and the BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT ("WEST ISLIP") as the party of the second part, having its principal place of business at 100 Sherman Avenue, West Islip, New York, 11795.

WITNESSETH

WHEREAS, the WEST ISLIP School District has been duly empowered by the provision 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 the WEST ISLIP School District and attending non-public schools in the Bay Shore Union Free School District;

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

1. This Agreement shall take effect on the 13th day of December, 2017 for the period of July 1, 2017 through June 30, 2018, and terminate on June 30, 2018, unless terminated earlier in accordance with the terms set forth herein.

2. If requested by a non-public school located within BAY SHORE, BAY SHORE shall provide health and welfare services to the pupils who attend such non-public school and who reside within the WEST ISLIP School District. The health and welfare services provided by BAY SHORE shall be consistent with the services available to students attending public schools within the BAY SHORE UNION FREE SCHOOL DISTRICT; and may include, but are not limited to:
 - a. Nurse Services
 - b. Physician/Dental Services
 - c. School Speech Correction Services
 - d. School Psychological Services
 - e. School Social Work Services
 - f. Examinations for Participants in Athletics
 - g. Notification of Parents Regarding Defect and Follow-Up
 - h. Vision and Hearing Tests
 - i. First Aid Supplies and Health Record Forms
 - j. Provision of Medical Equipment Required by School Nurse/Physician

BAY SHORE shall be responsible for the cost of the equipment to be used in providing such services. It is expressly understood and agreed between the parties that BAY SHORE may not provide such services to pupils attending non-

public schools that are not available to the public school students enrolled in BAY SHORE UNION FREE SCHOOL DISTRICT; and the services to be provided pursuant to this Agreement shall not include any teaching services. BAY SHORE shall make its personnel available to WEST ISLIP for participation in District Child Study, 504 Team and Committee on Special Education meetings, as appropriate. WEST ISLIP shall notify BAY SHORE of the need for its presence at these meetings no later than twenty-one (21) days before the date of the meeting. Copies of all observation and testing reports prepared in connection with this Agreement shall be furnished to WEST ISLIP upon request.

3. BAY SHORE warrants that the health care services will be provided by licensed health care providers. BAY SHORE further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable. BAY SHORE further represents that such health care services will be in accord with all pertinent provisions of Federal, State, and local statutes, rules, and regulations, including, section 912 of the Education Law, and the student's IEP, if applicable. BAY SHORE shall certify that all health care providers possess documentation evidencing such license qualifications as required by Federal, State, or local statutes, rules, regulations, and orders.
4. BAY SHORE understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local statutes, rules and ordinances, with respect to the services herein described.
5. In full consideration for the services to be rendered by BAY SHORE to WEST ISLIP for the period of this Agreement, upon presentation of an invoice by BAY SHORE evidencing the allocation of such costs in accordance with the terms set forth herein, WEST ISLIP will pay BAY SHORE at the rate of \$817.81 per student for the period July 2017 through June 2018.
6. BAY SHORE shall immediately notify the WEST ISLIP School District if a student is no longer receiving the services as described herein. Upon such notification, payment for students removed shall be pro-rated for the period of time services were provided to the student.
7. WEST ISLIP shall obtain whatever releases or other legal documents that are necessary in order that BAY SHORE may render full and complete performance of the obligations set forth in this Agreement. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on WEST ISLIP.
8. WEST ISLIP agrees to provide the State access to all relevant records which the State requires to determine either BAY SHORE's or WEST ISLIP's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. WEST ISLIP agrees to retain all materials and

records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for such materials and records.

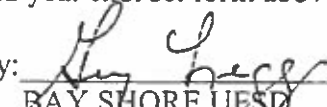
9. Both parties to this Agreement understand that they may receive and or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
10. Both parties to this agreement, their employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information and they shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. It is further agreed that any information received by the parties, their employees and/or agents in connection with this Agreement, which concerns the personal, financial, or other affairs of their employees, agents, clients and/or students will be treated by the parties, their employees and agents in full confidence and will not be revealed to any other persons, firms or organizations. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule or regulation, including but not limited to the Family Educational Rights and Privacy Act ("FERPA").
11. This Agreement may be terminated by either party to the other party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and BAY SHORE will undertake no additional expenditures not already provided. Upon such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to must be completed by BAY SHORE, its employees, and/or agents within thirty (30) days of the termination date.
12. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability or sponsorship.
13. All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:

Bay Shore Union Free School District
75 West Perkal Street
Bay Shore, NY 11706

West Islip Union Free School District
100 Sherman Avenue
West Islip, NY 11795

14. The parties shall not assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the non-assigning party
15. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Agreement shall remain in full force and effect.
16. This Agreement constitutes the full and complete Agreement between BAY SHORE AND WEST ISLIP, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.
17. The undersigned representative of WEST ISLIP hereby represents and warrants that the undersigned is an officer, director, or agent of WEST ISLIP with full legal rights, power, and authority to enter into this Agreement on behalf of WEST ISLIP and bind WEST ISLIP with respect to the obligations enforceable against WEST ISLIP in accordance with terms.
18. The undersigned representative of BAY SHORE hereby represents and warrants that the undersigned is an officer, director, or agent of BAY SHORE with full legal rights, power, and authority to enter into this Agreement on behalf of BAY SHORE and bind BAY SHORE with respect to the obligations enforceable against BAY SHORE in accordance with terms.
19. This Agreement is subject to approval by the Board of Education, by resolution duly approved.


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

By: 
 BAY SHORE UFSD
 Printed Name: *Guy Leggio*
 Title: *Board of Education President*
 Date: *12/13/17*

By: _____
 West Islip UFSD
 Printed Name: _____
 Title: _____
 Date: _____

APPROVAL OF SUPERINTENDENT

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

By: 
 BAY SHORE UFSD
 Printed Name: *Joseph C. Bond*
 Date: *12/13/17*

By: _____
 West Islip UFSD
 Printed Name: _____
 Date: _____

Issue Date

01/18/2018

COMMACK UNION FREE SCHOOL DISTRICT
ADMINISTRATION BUILDING
P.O. BOX 150
COMMACK, NY 11725

Invoice Number

138-18A



INVOICE

Issued To:

West Islip UFSD
Attention: Wendy Duffy
Corner of Beach St. & Sherman Ave.
West Islip, NY 11795

000945

Item Number	Item Description	Amount
	Health & Welfare 2017-2018 SCHOOL YEAR	
	COST PER PUPIL-\$1, 211.60	2,423.20
	TOTAL STUDENTS: 2	
	SCHOOL: SAPPO	
	TOTAL TUITION-\$2, 423.20	
Invoice Total		2,423.20

Please make checks payable to Treasurer - Commack Public Schools

PLEASE PUT INVOICE NUMBER ON CHECK

For questions please contact Robin Manzolina 631-912-2048

Original

COMMACK UNION FREE SCHOOL DISTRICT
Commack, New York

CONTRACT FOR HEALTH AND WELFARE SERVICES

We, the undersigned Board of Education of **COMMACK UNION FREE SCHOOL DISTRICT**, Towns of Huntington and Smithtown, County of Suffolk, New York, hereby contracts with the Board of Education of **West Islip UFSD** Town(s) of **Islip**, County of Suffolk, New York, for the purpose of providing health services for approximately 2 child(ren) residing in your school district and attending non-public schools in **COMMACK UNION FREE SCHOOL DISTRICT**, for the School Year 2017-18.

The Board of Education of **COMMACK UNION FREE SCHOOL DISTRICT** hereby contracts to furnish the necessary health services under the provisions of Section 912, Article 23 of the Education Law for the sum of **\$1,211.60 per pupil** per year enrolled in the aforementioned school for the school year 2017-18. Said services consist of the following:

Physician Services
School Nursing Service
School Psychological Service

School Social Works
School Speech Evaluation Services
Vision and Hearing Test

Examinations for participants in athletics
Notification of parents regarding defects and follow-up
Furnishing of medication equipment deemed necessary by
the school physician and school nurse
Furnishing of First Aid Supplies and Health Records Forms
Administrative/Secretarial/Clerical Support Services for
all the above health services


No teaching services, as such, shall be included under this contract.

Date 2/10/18



President, Board of Education
Commack Union Free School District

President, Board of Education
West Islip UFSD



District Clerk, Board of Education
Commack Union Free School District

District Clerk, Board of Education
West Islip UFSD

Please return signed copy to:
Commack Union Free School District
Business Office
P.O. Box 150
Commack, NY 11725

Issue Date

02/14/2018

Smithtown Central School District
26 New York Ave, Unit 1
Smithtown, NY 11787

Invoice Number

214-18A



INVOICE

Due Date: 03/16/2018

Issued To:

WEST ISLIP SD
ATTN: BUSINESS OFFICE
100 SHERMAN AVE
WEST ISLIP, NY 11795

617110

Item Number	Item Description	Amount
	<p align="center">2017/2018 HEALTH AND WELFARE SERVICES</p> <p>0 Student(s) attending Harbor Country Day School</p> <p>0 Student(s) attending Sts. Philip & James School</p> <p>0 Student(s) attending St. Patrick's School</p> <p>4 Student(s) attending Smithtown Christian School</p> <p>(as per attached)</p> <p>4.0000 @ 924.7600 per STUDENT</p>	<p align="right">3,699.04</p>
Invoice Total		3,699.04

Please indicate INVOICE NUMBER on your check.

Checks should be made payable to SMITHTOWN CENTRAL SCHOOL DISTRICT and forwarded to:
Smithtown Central School District; Attn: Accounts Receivable
26 New York Avenue; Smithtown, NY 11787

Original

HEALTH AND WELFARE SERVICES AGREEMENT

THIS AGREEMENT dated as of February 13, 2018, by and between the SMITHTOWN CENTRAL SCHOOL DISTRICT (hereinafter referred to as "SMITHTOWN") having its administrative offices at 26 New York Avenue, Smithtown, NY 11787, and the WEST ISLIP UNION FREE SCHOOL DISTRICT ("hereinafter referred to as the "SCHOOL DISTRICT RECEIVING SERVICES") having its administrative offices at 100 SHERMAN AVENUE, WEST ISLIP, NY 11795.

WHEREAS, the school districts who are the parties to this Agreement are duly empowered by Education Law § 912 to enter into a contract for the purpose of providing and/or receiving health and welfare services (collectively, the "Services");

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, the parties hereby incorporate the above statements into the body of this Agreement as if fully set forth therein and hereby agree as follows:

1. DEFINITIONS: For the purposes of this Agreement,
 - a. "SCHOOL DISTRICT PROVIDING SERVICES" or "SMITHTOWN" means the School District in which the nonpublic school requesting the Services is located.
 - b. "SCHOOL DISTRICT RECEIVING SERVICES" means the School District that is contracting for the Services for its resident students who attend a nonpublic school located within the boundaries of the Smithtown Central School District.
2. This Agreement is for the Services provided from September 1, 2017 to June 30, 2018, unless this Agreement is terminated earlier as herein provided.
3. If requested by a nonpublic school located within the boundaries of the Smithtown Central School District, SMITHTOWN will provide health and welfare services to the pupils who attend the nonpublic school equivalent to the health and welfare services that it provides to the public school students enrolled in SMITHTOWN. These requested services will consist of, but not be limited to, the following:
 - a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker or school speech therapist;*
 - b. dental prophylaxis;
 - c. vision and hearing screening examinations;
 - d. the taking of medical histories and the administration of health screening tests;
 - e. the maintenance of cumulative health records; and
 - f. the administration of emergency care programs for ill or injured students.

* School psychological and speech correction services may be rendered on nonpublic school premises only to the extent that the services are *diagnostic* in nature. To the extent that the services of a school psychologist or school speech language pathologist are therapeutic or remedial in nature, they may be rendered to a student attending a nonpublic school only on a religiously neutral site. A religiously neutral site may be, but is not limited to, a public school, a mobile unit or some other public location.

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

It is expressly understood and agreed between the parties that: (1) SMITHTOWN may not provide the Services to pupils attending nonpublic schools that are not available to the public school students enrolled in SMITHTOWN's schools; and (2) the services to be provided pursuant to this Agreement will not include any teaching service.

4. SMITHTOWN warrants that the Services: (1) will be provided by licensed health and welfare providers; (2) will be performed by healthcare providers that are licensed pursuant to the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable; and (3) will be in accord with all pertinent provisions of federal, State, and local statutes, rules and regulations, including Section 912 of the Education Law and the student's Individualized Education Plan ("IEP"), if applicable. SMITHTOWN will certify that all healthcare providers possess documentation evidencing the license qualifications as required by federal, State, or local statutes, rules, regulations and orders.

5. SMITHTOWN understands and agrees that it will comply with and is responsible for complying with all applicable federal, State, and local statutes, rules and ordinances, with respect to the services herein described.

6. The SCHOOL DISTRICT RECEIVING SERVICES will compensate SMITHTOWN at the rate of \$924.76 per student for the 2017-2018 school year. The SCHOOL DISTRICT RECEIVING SERVICES will pay SMITHTOWN within 60 calendar days of the SCHOOL DISTRICT RECEIVING SERVICES' receipt of an invoice from SMITHTOWN.

7. The SCHOOL DISTRICT RECEIVING SERVICES must obtain whatever releases or other legal documents are necessary for SMITHTOWN to render full and complete performance of the obligations set forth in this Agreement.

8. Both parties to this Agreement agree to provide the State access to all relevant records which the State requires to determine either SMITHTOWN's or the SCHOOL DISTRICT RECEIVING SERVICES' compliance with applicable federal or State statutes or regulations which regulate either the execution of the Agreement or the performance of obligations pursuant to the Agreement. Both parties further agree to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for the materials and records.

9. Both parties to this Agreement understand that they may receive 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 must comply with HIPAA, if applicable.

10. Neither SMITHTOWN nor the SCHOOL DISTRICT RECEIVING SERVICES will use or disclose any information concerning the Services pursuant to this Agreement for any purpose which is prohibited by federal or State statutes and/or regulations. Both parties to this Agreement must comply with all state, federal, and local laws, regulations, rules and requirements related to the confidentiality of records and data security and privacy.

11. To the fullest extent covered by law, each party indemnifies and holds harmless the other party from all liabilities and damages, including attorneys' fees, arising from a party's own negligence pursuant to this Agreement.

12. This Agreement may be terminated by either party upon 30 calendar days written notice to the other party in accordance with the Education Law. In the event of termination, the parties will adjust the accounts due and SMITHTOWN will undertake no additional expenditures not already provided.

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

14. Any notices required or permitted to be given pursuant to the terms of this Agreement must be made in writing and either personally delivered or sent by registered or certified mail or by nationally recognized courier service. Notice will be deemed given on the date of delivery or upon receipt. Notice must be delivered or mailed to the parties at the following addresses:

SMITHTOWN CENTRAL SCHOOL DISTRICT
26 NEW YORK AVENUE
SMITHTOWN, NEW YORK 11787
Attention: Business Office

WEST ISLIP UNION FREE SCHOOL DISTRICT
100 SHERMAN AVENUE
WEST ISLIP, NY 11795
Attention: Business Office

15. The parties will not assign, transfer or convey any of their respective rights or obligations pursuant to this Agreement without the prior written consent of the non-assigning party.

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

17. This Agreement contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations, written or oral, by and between the parties. This Agreement may not be changed orally, but only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a

waiver of any subsequent or succeeding breach.

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

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

20. This Agreement is subject to approval by each party's Board of Education, by resolution duly approved.


21. There are no third-party beneficiaries of or in this Agreement.

22. This is a negotiated Agreement. It will not be construed against any party by reason of this Agreement being prepared by that party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

23. It is mutually agreed that this Agreement will not become valid and binding upon either party until the Agreement is approved by the Superintendent of the SCHOOL DISTRICT RECEIVING SERVICES.

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

By:  Date: 2/6/18
SUPERINTENDENT OF SCHOOLS
SMITHTOWN CENTRAL SCHOOL DISTRICT

By:  Date: 2/13/18
BOARD OF EDUCATION
SMITHTOWN CENTRAL SCHOOL DISTRICT

By: _____ Date: _____
SUPERINTENDENT OF SCHOOLS
WEST ISLIP UNION FREE SCHOOL DISTRICT

By: _____ Date: _____
BOARD OF EDUCATION
WEST ISLIP UNION FREE SCHOOL DISTRICT

WEST ISLIP HIGH SCHOOL
ENGINEERING TECHNOLOGY



Engineering the Future, Today.

To: Wendy Duffy
From: Brian Buonomo, HS Technology
Date: 2/6/2018
Re: Excess Equipment Request

The following equipment and materials are beyond repair or operational for classroom use.

ITEM	Description	WIUFSD Inventory TAG
1	Clausing Small Lathe - Room 163 HS	000103
2	Dimension BST 1200 FDM Printer - Beyond Repair, end of life product, no longer supported	100020
3	12" Powermatic Planer	001236 / 000007
4	COATS Direct Drive Wheel Balancer (1999) - RM 163 HS - No longer maintains calibration - not repairable	WORN OFF, not legible
5	JET WOOD SHAPER	3610

Mr. Brian Buonomo
Lead Teacher for Engineering Technology
West Islip High School
1 Lions Path, West Islip, NY 11795
b.buonomo@wi.k12.ny.us / 631.504.5877

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

AGENDA ITEM X. E)
 BUSINESS ITEMS
 SED No. 58-05-09-03-0-00 RM 3/8/2018
 Project Manager, Bruce Jesiolowski

PROJECT: West Islip UFSD
 (name, address) Phase 2b Bond Work at
 West Islip High School

CHANGE ORDER NUMBER: 2

DATE: January 8, 2018

TO CONTRACTOR: More Consulting Corp.
 (name, address) 19 Old Dock Road
 Yaphank, NY 11980

ARCHITECT'S PROJECT NO.: 16-154a

CONTRACT DATE: May 24, 2017

CONTRACT FOR: Roofing (GC-1)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

- Replace approximately 370 sf of damaged concrete walkway. (Owner Request)
 Add \$2,990.00
 Total Additional Cost \$2,990.00

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

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 3,699,000.00
 Net change by previously authorized Change Orders..... \$ 14,825.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was..... \$ 3,713,825.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (increased) (~~decreased~~)
 (~~unchanged~~) by this Change Order in the amount of..... \$ 2,990.00
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be..... \$ 3,716,815.00
 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

More Consulting Corp.
 CONTRACTOR
 19 Old Dock Road
 Address
 Yaphank, NY 11980

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

By 
 Lawrence Salvesen, AIA LEED AP

By 
 Brian Morrell, President

By 

Date 1-26-18
 (631) 475-0349

Date _____
 631-924-1414

Date 2/19/18
 631-893-3200

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this 1st day of February, 2018 by and between the Board of Education of the East Islip Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 1 Craig B. Gariepy Avenue, Islip Terrace, New York, 11752 and the Board of Education of the West Islip Union Free School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795.

WITNESSETH

WHEREAS, the DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in the DISTRICT OF LOCATION, but reside in the DISTRICT OF RESIDENCE; and

WHEREAS, the DISTRICT OF LOCATION 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 September 6, 2017 through June 30, 2018 inclusive, unless terminated earlier as provided for in this Agreement.
- B. **SERVICES AND RESPONSIBILITIES**:
 1. The DISTRICT OF LOCATION shall develop individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".
 - a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

C. COMPENSATION:

1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulations may define the maximum costs that may be charged hereunder.

The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule "A" pursuant to the Agreement and the IESP attached as Schedule "B" in accordance with the Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.

2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

D. TERMINATION

This Agreement may be terminated by written notice of either party if (1) Schedule "A" has been deleted so that there are no students of the DISTRICT OF RESIDENCE entitled to special education services from the DISTRICT OF LOCATION, or (2) the State Education Department has issued guidelines to school district governing the provision of special education services pursuant to Education Law 3602-c.

E. MISCELLANEOUS

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

To DISTRICT OF RESIDENCE:
100 Sherman Avenue, West Islip, NY 11795

To DISTRICT OF LOCATION:
1 Craig B. Gariepy Avenue, Islip Terrace, NY 11752


2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
3. 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.
4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration 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.
5. 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.
6. This Agreement, along with the attached Schedules "A" and "B", 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.
7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.

9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF RESIDENCE

DISTRICT OF LOCATION

By:
President Board of Education
West Islip Union Free School District



By: Jessica Carney
President Board of Education
East Islip Union Free School District

Date: _____

Date: 2-15-2018

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: DISTRICT WIDE TECHNOLOGY UPGRADE

DATE: 3/2/2018

CC: W. DUFFY, A. PATHAK

RECEIVED
OFFICE OF SUPERINTENDENT
WEST ISLIP U.F.S.D.
2018 MAR - 2 AM 10: 01

A request for proposal for District Wide Technology Upgrade for the West Islip School District was issued on January 8, 2018.

A total of four (4) requests for proposals were mailed to prospective proposers. A total of two (2) were returned. These two (2) proposals were opened on February 2, 2018.

RECOMMENDATION:

Based on proposals best meeting the needs of the West Islip UFSD that the contract for District Wide Technology Upgrade is awarded to:

Hardware
CDW Government, LLC

Installation
Custom Computer Specialists, Inc.

Please contact me with any questions.

NOTICE OF PUBLIC HEARING, BUDGET VOTE AND ELECTION OF THE WEST ISLIP UNION
FREE SCHOOL DISTRICT SUFFOLK COUNTY, NEW YORK

NOTICE IS HEREBY GIVEN, that a Public Hearing of the qualified voters of the West Islip Union Free School District, Town of Islip, Suffolk County, New York, will be held in the Beach Street Middle School, in said district on Tuesday, May 8, 2018 at 8:00 PM, prevailing time, for the transaction of business as authorized by the Education Law, including the following items:

1. To present to the voters a detailed statement (proposed budget) of the amount of money which will be required for the 2018-2019 fiscal year.
2. To discuss all the items hereinafter set forth to be voted upon by voting machines at the Budget Vote and Election to be held on Tuesday, May 15, 2018.
3. To transact such other business as may properly come before the meeting pursuant to Education Law of the State of New York and acts amendatory thereto.

AND FURTHER NOTICE IS HEREBY GIVEN that a copy of the statement of the amount of money which will be required to fund the School District's budget for 2018-2019, exclusive of public moneys, may be obtained by any resident of the District beginning Monday, April 30, 2018 between the hours of 8:00 AM – 4:00 PM, prevailing time, except Saturday, Sunday or holidays at the Office of the District Clerk, 100 Sherman Avenue, West Islip, NY 11795, at the West Islip Public Library and on the District's internet website.

AND FURTHER NOTICE IS HEREBY GIVEN, that said Budget Vote and Election will be held on Tuesday, May 15, 2018, in the West Islip High School, between the hours of 7:00 AM – 9:00 PM, prevailing time, at which time the polls will be opened to vote by voting machine upon the following items:

1. To adopt the annual budget of the School District for the fiscal year 2018-2019 and to authorize the requisite portion thereof to be raised by taxation on the taxable property of the District.
2. To elect two (2) members of the Board of Education for a three-year term commencing July 1, 2018, and expiring on June 30, 2021, to fill the positions held by Steven Gellar, and Michael Zotto, whose terms expire on June 30, 2018.

AND FURTHER NOTICE IS HEREBY GIVEN, that pursuant to Section 495 of the Real Property Tax Law, the School District is required to attach to its proposed budget an exemption report. Said exemption report, which will also become part of the final budget, will show how the total assessed value of the final assessment roll used in the budgetary process is exempt from taxation, list every type of exemption granted by the statutory authority, and show the cumulative impact of each type of exemption, the cumulative amount expected to be received as payments in lieu of taxes (PILOT) and the cumulative impact of all exemptions granted. In addition, said exemption report shall be posted on any bulletin board maintained by the District for public notices and on any website maintained by the District.

AND FURTHER NOTICE IS HEREBY GIVEN, that petitions nominating candidates for the office of member of the Board of Education shall be filed with the Clerk of said School District at her office in the Administrative Office at 100 Sherman Avenue, West Islip, NY 11795, not later than April 16, 2018, between 9:00 AM and 5:00 PM, prevailing time. Each petition shall be directed to the Clerk of the District; must be signed by at least thirty-eight qualified voters of the District (representing 2% of the number of voters who voted in the previous annual election); Vacancies on the Board of Education are not considered separate, specific offices; candidates run at large. Nominating petitions shall not describe any specific vacancy upon the Board for which the candidate is nominated.

AND FURTHER NOTICE IS HEREBY GIVEN, that personal registration of voters is required either pursuant to Section 2014 of the Education Law, or pursuant to Article 5 of the Election Law. If a voter has heretofore registered pursuant to Section 2014 of the Education Law and has voted at an annual or special district meeting within the last four (4) calendar years, he or she is eligible to vote at this election. If a voter is registered and eligible to vote under Article 5 of the Election Law, he or she is also eligible to vote at this election. All other persons who wish to vote must register.

The Board of Registration will meet for the purpose of registering all qualified voters of the District pursuant to Section 2014 of the Education Law on Tuesday, May 8, 2018 at the Beach Street Middle School Lobby between the hours of 2:00 PM – 8:00 PM, prevailing time, to add any additional names to the Register to be used at the aforesaid election, at which time any person will be entitled to have his or her name placed on such Register provided that at such meeting of said Board of Registration he or she is known or proven to the satisfaction of such Board of Registration to be then or thereafter entitled to vote at such election for which the Register is prepared. The Register so prepared pursuant to Section 2014 of the Education Law will be filed in the Office of the District Clerk, 100 Sherman Avenue, West Islip, NY 11795, and will be open for inspection by any qualified voter of the District beginning on Thursday, May 10, 2018, on each day prior to the day set for the election, except Sunday, on Mondays through Fridays between the hours of 8:00 AM – 4:00 PM, prevailing time, and on Saturday, May 12, 2018 by prearranged appointment only between the hours of 10:00 AM and 1:30 PM, and at the polling place(s) on the day of the vote.

AND FURTHER NOTICE IS HEREBY GIVEN, that pursuant to Section 2014 of the Education Law of the State of New York, the Board of Registration will meet on Tuesday, May 15, 2018, between the hours of 7:00 AM – 9:00 PM, prevailing time, at the West Islip High School, to prepare the Register of the School District to be used at the Budget Vote and Election to be held in 2019, and any special district meeting that may be held after the preparation of said Register, at which time any person will be entitled to have his or her name placed on such Register provided that at such meeting of said Board of Registration he or she is known or proven to the satisfaction of such Board of Registration to be then or thereafter entitled to vote at the school election for which said Register is prepared, or any special district meeting held after May 15, 2018.

AND FURTHER NOTICE IS HEREBY GIVEN, that applications for absentee ballots will be obtainable during school business hours from the District Clerk beginning Wednesday, April 4, 2018; completed applications must be received by the District Clerk at least seven (7) days before the election, May 8, 2018, if the ballot is to be mailed to the voter, or the day before the election, May 14, 2018, if the ballot is to be delivered personally to the voter. Absentee ballots must be received by the District Clerk not later than 5:00 p.m., prevailing time, on Tuesday, May 15, 2018.

A list of persons to whom absentee ballots are issued will be available for inspection to qualified voters of the District in the Office of the District Clerk on and after Thursday, May 10, 2018, on each day prior to the day set for the election, except Sunday, on Mondays through Fridays between the hours of 8:00 AM – 4:00 PM, prevailing time, on Saturday, May 12, 2018 by prearranged appointment only between the hours of 10:00 AM and 1:30 PM, and on May 15, 2018, the day set for the election. Any qualified voter then present in the polling place may object to the voting of the ballot upon appropriate grounds by making his or her challenge and the reasons therefore known to the Inspector of Election before the close of the polls.

AND FURTHER NOTICE IS HEREBY GIVEN, that pursuant to a rule adopted by the Board of Education in accordance with Section 2035 of the Education Law, any referenda or propositions to amend the budget, or otherwise to be submitted for voting at said election, must be filed with the Clerk of the Board of Education at the District Office, 100 Sherman Avenue, West Islip, NY 11795, in sufficient time to permit notice of the proposition to be included with the Notice of the Public Hearing, Budget Vote and Election required by Section 2004 of the Education Law or on or before Friday, March 16, 2018, at 4:00 PM, prevailing time; must be typed or printed in the English language; must be directed to the Clerk of the School District; must be signed by at least 190 qualified voters of the District (representing 10 percent of the number of voters who voted in the previous annual election); and must legibly state the name of each signer. However, the School Board will not entertain any petition to place before the voters any proposition the purpose of which is not within the powers of the voters to determine, which is unlawful, or any proposition which fails to include a specific appropriation where the expenditure of monies is required by the proposition, or where other valid reason exists for excluding the proposition from the ballot.

Dated: West Islip, New York January 30, 2018

By Order of the
BOARD OF EDUCATION OF THE
West Islip Union Free School District
West Islip, NY 11795
Mary Hock, District Clerk

AFFORDABLE CARE ACT ADMINISTRATION AGREEMENT

AGREEMENT (the "Agreement") made as of this ___ day of _____, 2018 by Seneca Consulting Group, Inc., a New York corporation having an office located at 111 Smithtown Bypass Suite 207 Hauppauge NY 11788 (hereinafter referred to as "ADMINISTRATOR") and West Islip Union Free School District, having its administrative offices at 100 Sherman Avenue West Islip NY 11795, (hereinafter referred to as "DISTRICT").

WHEREAS, ADMINISTRATOR, an employee benefits Administrator, provides professional fee based benefits consulting and administrative services and;

WHEREAS, DISTRICT desires to retain ADMINISTRATOR to provide consulting and Affordable Care Act administration and ADMINISTRATOR is capable and willing to provide the services to DISTRICT.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein agreed, and for other good and valuable consideration, the parties agree as follows:

(1) Appointment as ADMINISTRATOR. DISTRICT hereby engages and appoints ADMINISTRATOR to provide employee benefit consulting services and to act as DISTRICT's authorized agent (an authorized agent is a person or firm that, with the payor's authorization, transmits specific information and/or Affordable Care Act ("ACA") return documents to the Internal Revenue Service ("IRS") on behalf of the payor and may match name/TIN combinations). ADMINISTRATOR agrees to provide DISTRICT with the services set forth in Exhibit A.

(2) ADMINISTRATOR'S Duties. ADMINISTRATOR agrees:

- I. It will use its best efforts to support the objectives of DISTRICT on behalf of DISTRICT;
- II. It has no authorization whatsoever from DISTRICT to alter, modify or change any of the terms, rates and/or conditions contained in any of DISTRICT's documents, proposals or contracts, nor does it have authorization to change, alter or discharge participation in DISTRICT's benefit programs, and/or to incur any indebtedness on behalf of DISTRICT; and,
- III. It will not circumvent, or attempt to circumvent, DISTRICT in DISTRICT's relationship with, other third party administrators, underwriters, vendors, insurance carriers and like organizations, regardless of whether or not DISTRICT has a written contract with such third party administrators, underwriters, vendors, insurance carriers or like organizations.
- IV. Will provide comprehensive tracking of employee hours of service to determine "Full-Time" "Part-Time" status based on the DISTRICT's adoption of the IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73. "Measurement Period Report"
- V. Will provide to DISTRICT Measurement Period Reports at least twice per fiscal year, not to exceed four (4) times per fiscal year.
- VI. Will provide DRAFT IRS Form 1095C and 1095B for individuals required to receive one based on §6056 and §6055, and per the District adoption of the IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73. "Measurement Period Report"
- VII. ADMINISTRATOR will produce a least one (1) but not to exceed four (4) Revisions to DRAFT IRS Form 1095C and 1095B
- VIII. Once District has provided written approval for the DRAFT IRS Form 1095C and 1095B, ADMINISTRATOR will provide final forms for the DISTRICT to produce, or if DISTRICT prefers that the ADMINISTRATOR distribute the final approved forms, the associated fees will be based on paragraph 4 of this agreement
- IX. ADMINISTRATOR will prepare Draft IRS Forms 1094C and 1094B
- X. Once District has provided written approval for the IRS Forms 1094C and 1094B, ADMINISTRATOR will efile forms IRS Forms 1094C, 1094B all forms 1095C and 1095B through the IRS Affordable Care Act Information Returns Program (AIR) using ADMINISTRATOR's AIR Transmitter Control Code (TCC)

(3) DISTRICT's Duties. DISTRICT agrees:

- I. To provide to ADMINISTRATOR current data, reports, work history, contribution rates, plan documents related charges and the terms and conditions of DISTRICT's agreements with group health plans offered to its employees and providers of benefit services as requested and needed by ADMINISTRATOR to

- perform its services, and to respond in a timely manner to requests for information submitted by the ADMINISTRATOR;
- II. It will not circumvent, or attempt to circumvent, ADMINISTRATOR in ADMINISTRATOR's relationship with ADMINISTRATOR's own clients, other third party administrators, underwriters, vendors, insurance carriers and like organizations, regardless of whether or not ADMINISTRATOR has a written contract with such third party administrators, underwriters, vendors or insurance carriers.
 - III. To provide and maintain an accurate list of individuals who are eligible to receive Form 1095C or 1095C (Employee List) to include the following fields:
 - a. Employee Number
 - b. Social Security Number
 - c. Last Name
 - d. First Name
 - e. Original Date of Hire
 - f. Termination or Retirement Date
 - g. Rehire Date
 - h. Current Address (Street, City, State & Zip Code)
 - i. Employee Group (As listed in payroll system)
 - j. Employee Primary Position (As listed in payroll system)
 - IV. Provide and maintain an accurate report of employee contribution requirements towards single coverage as required under §6056
 - V. Provide and maintain an accurate report of employee groups and positions offered Minimum Essential Health Care coverage as required under §6056
 - VI. Provide and maintain an accurate report of employee groups and positions that are considered "Variable Hour" employees as defined in IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73
 - VII. Provide and maintain an accurate report of employee groups and positions that are considered "Non-Variable Hour" employees as defined in IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73
 - VIII. Provide and maintain an accurate report of all individuals covered under its self-insured health plan (NYSHIP ACA Enrollment Infor Report) to include the following fields:
 - a. Social Security Number as required under §6055
 - b. Last Name
 - c. First Name
 - d. Month of Coverage as required under §6055
 - e. Current Address (Street, City, State & Zip Code)
 - f. Employee Group (Retiree, Active, Other)
 - g. Medicare Primary Indicator
 - IX. Errors; Review of Data. All Services provided hereunder will be based upon information provided to ADMINISTRATOR by DISTRICT. DISTRICT will promptly review all documents and reports produced by ADMINISTRATOR and provided or made available to DISTRICT by ADMINISTRATOR and District will promptly notify ADMINISTRATOR of any error or omission or discrepancy with DISTRICT's records and will provide corrected data. DISTRICT agrees and acknowledges that it must review and approve the District Measurement Period Report, prior to ADMINISTRATOR producing any Draft or Final IRS Forms
 - X. DISTRICT agrees and acknowledges that it has the responsibility to train its employees and staff regarding and Board Resolutions pertaining to the Affordable Care Act, including Board Resolutions adopting IRS Safe Harbors per IRS Notices 2012-58, 2012-17, 2011-36, 2011-73.
 - XI. DISTRICT agrees and acknowledges that it has the responsibility to train its employees and staff regarding the IRS reporting requirement under sections §4980, §6055 & §6056
 - XII. DISTRICT agrees and acknowledges that it has the responsibility provide ADMINISTRATOR accurate and correct information, and DISTRICT is responsible to correct any incorrect data that it provided to ADMINISTRATOR
 - XIII. Records. ADMINISTRATOR does not serve as DISTRICT's record keeper and DISTRICT will be responsible for retaining copies of all documentation received from or provided to ADMINISTRATOR in connection with this Agreement to the extent required by DISTRICT or applicable law.
- (4) Payments to ADMINISTRATOR. DISTRICT will pay ADMINISTRATOR \$10,500. The first payment of \$3,500 is due upon full execution of this Agreement. The second payment of \$3,500 is due after

ADMINISTRATOR's completion of the initial draft of 1095 forms. The final payment of \$3,500 is due after the submissions of the 1095 forms to the IRS.

- a. Printing and Mailing of IRS forms will be billed at \$1.25 per form. ADMINISTRATOR must submit a final invoice (in a form and substance that satisfactory to DISTRICT) to DISTRICT. DISTRICT will make final payment within 30 calendar days of its receipt, review and approval of invoice.
- b. Any services provided by ADMINISTRATOR not included in the scope of this Agreement, including but not limited to training of DISTRICT's staff, custom reporting, is subject to a separate written agreement between the parties. Services not included in the scope of this Agreement will not be performed without DISTRICT's written authorization.
- c. Correction of errors contained in DISTRICT's data, to include but not limited to Incorrect Date of Hire, Missing or Incorrect termination or retirement dates, Incorrect or missing Social Security Numbers, Incorrect or missing coverage dates in health plan will be performed after DISTRICT's written authorization, at a rate of \$275.00 per hour.

(5) Term and Termination.

- I. The term of this Agreement will be through the end of the DISTRICT's 2018-2019 School Year (June 30th 2019), or upon the completion of the services by ADMINISTRATOR pursuant to this Agreement, whichever is earlier. The Parties may renew this Agreement for successive one (1) year periods, pursuant to separate written agreements. ADMINISTRATOR acknowledges that DISTRICT is under no obligation to renew this Agreement upon its expiration. DISTRICT may terminate this Agreement without cause at any time, upon 30 calendar days' written notice to ADMINISTRATOR. ADMINISTRATOR may terminate this Agreement upon 30 calendar days' written notice to DISTRICT.
- II. Upon termination by either party pursuant to Paragraph 5 (I.) of this Agreement prior to ADMINISTRATOR's completion of the services set forth in this Agreement, ADMINISTRATOR will only be entitled to retain monies paid by DISTRICT for the value of services actually performed and delivered by ADMINISTRATOR prior to the date of termination.
- III. In the event of termination for any reason, ADMINISTRATOR will return to DISTRICT, within 10 calendar days of the effective date of the termination, all DISTRICT's property and data that is in the possession of ADMINISTRATOR including, but not limited to, payroll history, employee listing and other compensation information and data on hand, and/or other confidential materials which may have been furnished by DISTRICT and entrusted to ADMINISTRATOR by reason of this Agreement. If information has been provided to ADMINISTRATOR in electronic form, ADMINISTRATOR will commit to DISTRICT that such information will be deleted from ADMINISTRATOR's electronic storage media. If requested by DISTRICT, ADMINISTRATOR will provide a certificate of destruction.
- IV. In the event of termination for any reason, all reports and Services due to DISTRICT must be completed by ADMINISTRATOR and delivered to DISTRICT within thirty calendar days of the termination date.
- V. This Agreement may be terminated by DISTRICT "for cause" upon the occurrence of any of the following events:
 - a. Immediately upon DISTRICT delivering written notice to ADMINISTRATOR of a breach by ADMINISTRATOR of any of the policies, rules and regulations of DISTRICT relating to the health or safety of students or DISTRICT employees;
 - b. Immediately upon ADMINISTRATOR's breach of its obligations to provide the insurance coverage set forth in Paragraph 17;
 - c. Immediately upon ADMINISTRATOR's breach of any of ADMINISTRATOR's obligations pursuant to, or violation of, any applicable State or federal law or regulation; or
 - d. Fifteen calendar days after ADMINISTRATOR has received written notice from DISTRICT that ADMINISTRATOR has breached any of ADMINISTRATOR's other obligations hereunder unless, within the 15 calendar day period ADMINISTRATOR cures the breach to DISTRICT's satisfaction.Upon termination of this Agreement "for cause," ADMINISTRATOR is not entitled to any further payments hereunder.
- VI. This Agreement is automatically terminated upon ADMINISTRATOR's filing of a voluntary petition in bankruptcy or making an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, pursuant to any federal or state law for the benefit of insolvents, and upon the filing of an involuntary petition in bankruptcy against ADMINISTRATOR which is not dismissed within 60 calendar days of filing. ADMINISTRATOR is not entitled to any further payments hereunder and if the termination occurs prior to ADMINISTRATOR's completion of the services set forth in this Agreement,

ADMINISTRATOR will only be entitled to retain monies already paid by DISTRICT for the value of services actually performed and delivered by ADMINISTRATOR prior to the date of termination.

(6) Property of ADMINISTRATOR.

- I. To the extent permitted by law and except as otherwise provided herein, DISTRICT shall take reasonable steps necessary to hold in confidence and protect all trade secrets, which may include, but are not limited to, reports, documentation, techniques, products, ideas, concepts, output, and reports related to the Programs and Services of ADMINISTRATOR, from disclosure to any person, firm, corporation or other entity as allowed by law without ADMINISTRATOR's consent. DISTRICT shall ensure that all agents and any other persons with authorized access to any part of such confidential information be aware of and will observe and perform this non-disclosure covenant.

(7) Property of DISTRICT.

- I. Except as otherwise provided herein, ADMINISTRATOR will take all steps necessary to hold in confidence and protect all personal information and data, manuals, documentation, techniques, products, ideas, concepts, output, pricing, and reports related to the Programs and Services of DISTRICT, from disclosure to any person, firm, corporation or other entity without DISTRICT's written consent, provided same shall not otherwise be available. ADMINISTRATOR shall ensure that all agents and any other persons with authorized access to any part of such confidential information be aware of and will observe and perform this non-disclosure covenant.
- II. All of the undertakings and obligations of ADMINISTRATOR hereto relating to confidentiality and non-disclosure, whether contained in this Paragraph or elsewhere in this Agreement, will survive the termination or expiration of this Agreement.

(8) Expenses. ADMINISTRATOR will pay all expenses incurred in connection with the performance of ADMINISTRATOR's duties hereunder including, but not limited to, automobile and/or travel expenses.

(9) Completion Dates and Approvals: In order to ensure the IRS forms are produced and distributed in a timely manner to comply with the IRS Requirements.

- a) Recipient returns (1095) need to be mailed no later than January 31, 2019, DISTRICT's final approval of the forms required by close of business January 18th, 2019
- b) The required date for E-filing is March 31, 2019. DISTRICT's approval of the final data must be given to us no later than March 20, 2019
- c) To produce DRAFT Recipient Returns for DISTRICT's review and approval, Final approval of DISTRICT's Measurement Period Report, Employee List and Healthcare Enrollment file is due by January 2nd 2019

(10) Independent Contractor. ADMINISTRATOR is retained by DISTRICT only for the purposes and to the extent set forth in this Agreement. ADMINISTRATOR's relation to DISTRICT is solely that of an independent contractor during the period of ADMINISTRATOR's retention and delivery of Services hereunder.

Neither ADMINISTRATOR nor any of its employees, shareholders, partners, members, officers, directors, agents, or assigns will be eligible for employee benefits or contributions thereto from DISTRICT relative to this Agreement including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance, or malpractice insurance. With regard to employees of ADMINISTRATOR, ADMINISTRATOR alone will be responsible for their work, personal conduct, direction, compensation, and for payment of all employment and other taxes in relation thereto.

(11) Assignment. This Agreement may not be assigned or otherwise transferred by either party without the express written consent of the other.

(12) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations, written or oral, by and between the parties.

(13) Modification. This Agreement may not be changed orally, but only by an agreement in writing signed by both parties. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

(14) Governing Law, Choice of Forum and Waiver of Jury Trial. This Agreement is subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of law's provisions thereof. Any dispute arising under this Agreement will be litigated in a New York State Court in Suffolk County, New York. The parties each waive trial by jury in any action concerning this Agreement.

(15) Headings. The headings or captions in this Agreement are for convenience and reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Agreement.

(16) HIPAA. ADMINISTRATOR is and will remain in compliance with the privacy and security requirements of the Health Insurance Portability and Accountability Act. The parties have executed a Business Associate Agreement (attached hereto as Exhibit B).

(17) Indemnification. To the fullest extent permitted by law, ADMINISTRATOR indemnifies and will defend (with counsel selected by DISTRICT) and hold harmless DISTRICT, its employees, agents, representatives and members of the Board of Education, from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of ADMINISTRATOR's Services hereunder, or the action of, or the failure to act by ADMINISTRATOR, ADMINISTRATOR's representatives or employees, or anyone for whose acts ADMINISTRATOR may be liable.

In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from ADMINISTRATOR pursuant to the provisions of this Paragraph 16, DISTRICT will promptly notify ADMINISTRATOR of such suit, claim or demand, and give ADMINISTRATOR an opportunity to defend and settle same without any cost to DISTRICT, and will extend reasonable cooperation to ADMINISTRATOR in connection with such defense, which will be at the expense of ADMINISTRATOR. In the event that ADMINISTRATOR fails to defend the same within 30 calendar days of receipt of notice, DISTRICT will be entitled to assume the defense thereof, and ADMINISTRATOR will be liable to repay DISTRICT for all its expenses reasonably incurred in connection with the defense (including reasonable attorneys' fees, disbursements, expert witness fees and settlement payments).

To the fullest extent permitted by law, DISTRICT indemnifies and will defend and hold harmless ADMINISTRATOR, its employees, agents, and representatives from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) arising from any claims, disputes, or causes of action of whatever nature arising from the action of, or the failure to act by DISTRICT, DISTRICT's representatives or employees, or anyone for whose acts DISTRICT may be liable.

All of the provisions of this Paragraph will survive the expiration or sooner termination of this Agreement.

(18) Required Insurance. ADMINISTRATOR will obtain and keep in full force and effect during the term of this Agreement, at ADMINISTRATOR's sole cost and expense, the following insurance:

- **Commercial General Liability Insurance:** \$1,000,000 per occurrence/ \$2,000,000 aggregate (must include coverage for sexual misconduct).
- **Workers' Compensation and N.Y.S. Disability:** Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2(4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage

requirements. A person seeking an exemption must file a CE-200 form with the State. The form may be completed and submitted directly online to the Workers Compensation Board: http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

- **Professional Errors and Omissions Insurance:** \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of ADMINISTRATOR performed under this Agreement for DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage must remain in effect for two calendar years following the completion of work.
- **Fidelity Bond:** For dishonest acts of ADMINISTRATOR's employees with coverage for computer fraud and fund transfer including client coverage.
- **Excess Insurance:** \$3,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, ADMINISTRATOR hereby agrees to effectuate the naming of DISTRICT as an additional insured on ADMINISTRATOR's insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. Each policy naming DISTRICT as an additional insured must:

- Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
- State that ADMINISTRATOR's coverage is primary and non-contributory coverage for DISTRICT, its Board, employees and volunteers.

DISTRICT must be listed as an additional insured by using endorsement CG 2026 or its equivalent. The decision to accept an alternative endorsement rests solely with DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance and the certificate must state that the endorsement is being used. The certificate of insurance must describe the specific services provided by ADMINISTRATOR (e.g., physical therapy, psychological services) that are covered by the commercial general liability policy and the umbrella policy. At DISTRICT's request, ADMINISTRATOR will provide a copy of the declarations page of its liability and umbrella policies with a list of endorsements and forms. If so requested, ADMINISTRATOR will provide a copy of the policy endorsements and forms.

ADMINISTRATOR hereby indemnifies DISTRICT for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of ADMINISTRATOR, to the extent not covered by the applicable policy.

If a policy is written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement.

ADMINISTRATOR acknowledges that failure to obtain the foregoing insurance on behalf of DISTRICT constitutes a material breach of contract. ADMINISTRATOR must provide DISTRICT with proof satisfactory to DISTRICT that the above requirements have been met, prior to the commencement of work or use of DISTRICT facilities. The failure of DISTRICT to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by DISTRICT. Upon request, ADMINISTRATOR will provide DISTRICT with a copy of ADMINISTRATOR's applicable insurance policies including any endorsements, modifications, or exclusions thereto.

DISTRICT is a member/owner of the New York Schools Insurance Reciprocal ("NYSIR"). ADMINISTRATOR acknowledges that the procurement of that insurance as required herein is intended to benefit not only DISTRICT, but also NYSIR as DISTRICT's insurer.

(19) Required Records. ADMINISTRATOR will provide services and maintain records, logs and reports in accordance with all applicable laws, regulations and requirements of the New York State Education Department, the New York State Department of Labor and District policies and procedures in force during the term of this Agreement. ADMINISTRATOR must provide District with a copy of any reports, tests, evaluations or observations that are prepared in connection with the Services provided by ADMINISTRATOR under this Agreement.

(20) Review of Records. District will have the right to examine any or all records or accounts maintained by ADMINISTRATOR in connection with this Agreement.

(21) District's Authority. ADMINISTRATOR represents and warrants that ADMINISTRATOR will observe and comply with the policies, rules and regulations of District including, but not limited to, District Code of

Conduct (collectively, the "Policies") and will cause ADMINISTRATOR's employees to do the same. ADMINISTRATOR acknowledges that ADMINISTRATOR has reviewed and is familiar with the Policies. ADMINISTRATOR will carry out the orders, directions and policies conveyed by District from time to time either orally or in writing, provided, however, that ADMINISTRATOR will determine the manner of carrying out ADMINISTRATOR's professional duties hereunder consistent with ADMINISTRATOR's status as an independent contractor.

(22) Safeguarding Information. Neither ADMINISTRATOR nor District will use or disclose any information concerning the Services pursuant this Agreement for any purpose which is prohibited by Federal and State statutes and/or regulations."

(23) Notices. Any notices required or permitted to be given pursuant to the terms of this Agreement must be in writing and either personally delivered or sent by nationally recognized overnight carrier to the parties at the following addresses:

To ADMINISTRATOR:

Seneca Consulting Group
111 Smithtown Bypass
Suite 207
Hauppauge, New York 11780

To DISTRICT:

West Islip Union Free School District
100 Sherman Avenue
West Islip NY 11795
Attention: Ms. Wendy Duffy

(24) Waiver. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

(25) Third-Party Beneficiaries. There are no third-party beneficiaries of or in this Agreement, other than NYSIR.

(26) Negotiated Agreement. This is a negotiated Agreement. It will not be construed against any party by reason of this Agreement being prepared by that party's attorney. Each party warrants that it/he/she has full power to execute, deliver and perform this Agreement and has taken all actions required by law, organizational documents or otherwise to authorize the execution and delivery of this Agreement.

(27) Iran Divestment Act of 2012. By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its/his/her own organization, under penalty of perjury, that to the best of its/his/her knowledge and belief that each person is not on the list created pursuant New York State Finance Law § 165-a(3)(b).

(28) Confidentiality of Records and Data Security and Privacy. ADMINISTRATOR must comply with all District policies and State, federal, and local laws, regulations, rules, and requirements related to the confidentiality of records and data security and privacy.

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

West Islip Union Free School District

SENECA CONSULTING GROUP, INC

By:


By:

Name: _____

Name: Daniel C. Opinante
Title: President

Title: _____

EXHIBIT A

Affordable Care Act Employer Compliance Proposal and Scope of Work

SPECIFICATION OF SERVICES

ADMINISTRATOR will assist DISTRICT with meeting the DISTRICT's "Employer Mandate" obligations and reporting requirements pursuant to the ACA by:

- Identifying in writing DISTRICT's employees (both full-time and variable-hour employees) for whom DISTRICT may be liable for a Section 4980H penalty if affordable, minimum essential coverage providing minimum value is not offered;
- Identifying which type of minimum essential coverage would be deemed "affordable" under ACA for its full-time eligible employees (applying, for example, the "Form W-2" safe harbor);
- Offering strategies and helping DISTRICT apply the "Look-Back/Stability Period Safe Harbor" Measurement Method (a.k.a. "Look-Back Measurement Method") under the ACA to new and ongoing employees of DISTRICT;
- Identifying and accounting for any applicable employment break periods and/or periods of special unpaid leave for each DISTRICT employee who is evaluated using the Look-Back Measurement Method;
- Identifying in writing which DISTRICT employees must be treated as a new, ongoing, variable-hour, full-time, part-time and/or seasonal employees under ACA for purposes of applying the Look-Back Measurement Method and for determining those employees for whom the District may be liable for a Section 4980H penalty if affordable, minimum essential coverage providing minimum value is not offered;
- Reviewing collective bargaining agreements ("CBAs"), individual employment contracts, Board of Education resolutions, letters of understanding and any other documentation setting forth terms and conditions of employment and helping DISTRICT determine how each affects DISTRICT's obligations under ACA;
- Providing DISTRICT with a written penalty analysis for: (1) failing to offer minimum essential coverage as required by ACA; (2) offering minimum essential coverage that does not provide minimum value; (3) providing minimum essential coverage that is not "affordable" under ACA standards; and (4) providing coverage that does not satisfy the non-discrimination rule under ACA; and
- Assisting and supporting DISTRICT with audits, inquiries and/or investigations conducted by the Federal oversight agencies including, but not limited to, a response to any notices of a potential Section 4980H penalty;
- Preparing and electronically filing/sending Internal Revenue Code Section 6056 reports as DISTRICT's authorized agent including, but not limited to:
 - Using a secure method of delivery to import applicable DISTRICT data furnished by DISTRICT;
 - Drafting IRS Forms 1094-C and 1095-C;
 - On or before January 18th 2019 sending completed 1095-B and 1095-C forms to DISTRICT for DISTRICT's review and written approval (DISTRICT's written approval must be received by 5:00 p.m. on January 18th 2019);
 - Upon receipt of DISTRICT's written approval, furnishing all full-time employees with a copy of IRS Form 1095-C on or before January 31st 2019;
 - Upon receipt of DISTRICT's written approval, electronically filing 1094-C and 1095-C forms with IRS on or before March 31st 2019; and
 - Providing the District with confirmation of IRS acceptance of the forms.

- Calculating the hours of service performed by each employee on a weekly and monthly basis including, but not limited to, regular workday, overtime, paid leave time, special unpaid leave time and stipends (each calculation will accurately reflect the hours of service for a particular week or month, even if the time is not entered into District’s payroll system until after that week or month has concluded);
- Calculating the average hours of service performed by each employee during the initial or standard measurement period;
- Helping DISTRICT:
 - Determine the relevant “plan years”
 - Identify, establish and apply the most beneficial measurement periods (e.g., 3-12 months, etc.) including, if recommended, different measurement periods for different categories of employees, for:
 - Initial Measurement Periods;
 - Standard Measurement Periods;
 - Stability Periods; and
 - Administrative Periods;
- Analyzing and advising in writing whether DISTRICT’s currently offered health insurance plans are “affordable” based on ACA requirements and offering options for alternate health insurance plans that comply with ACA;
- Analyzing and advising in writing which is the best “safe harbor” option under ACA for calculating the affordability of health insurance coverage in accordance with each eligible DISTRICT employees’ income;
- Providing written assurances that current DISTRICT health insurance offerings meet the ACA standards for “minimum essential coverage”;
- Analyzing and advising DISTRICT in writing to determine what, when and how many notices required by ACA must be provided to its employees and providing the required notices to the employees;
- Providing DISTRICT with a clear understanding of the New York State Health Insurance Exchange and its implications for DISTRICT and DISTRICT employees, if any;
- Ensuring that new and existing employees of DISTRICT are treated correctly and consistently with respect to ACA requirements;
- Developing strategies for timely enrolling in a DISTRICT health insurance plan those employees who meet the applicable legal threshold for average hours worked during the relevant period of time and, as a result, for whom DISTRICT may be liable for a Section 4980H penalty if affordable, minimum essential coverage providing minimum value is not offered;
- Revising compliance procedures as the Federal Government makes ongoing changes and adjustments to the ACA; and
- Providing DISTRICT with a reference manual (a “Compliance Report”) that documents all of the advice, analysis, calculations, recommendations, procedures and protocol that relate to this Agreement.

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

This Agreement ("Agreement") between Seneca Consulting Group, Inc., a New York Corporation with principal office and place of business at 111 Smithtown Bypass Suite 112 Hauppauge, NY 11788 (herein "CONSULTANT") and West Islip Union Free School District, having its principal place of business at 100 Sherman Avenue West Islip NY 11795, (hereinafter referred to as the "District").

WITNESSETH

WHEREAS, CONSULTANT provides employee benefit consulting services to District which relates to the group health insurance program provided to the participants of such District; and

WHEREAS, the parties acknowledge that they are subject to the rules of HIPAA and that this Agreement is required by HIPAA regarding certain EDI, Privacy and Security standards applicable to this Agreement; and

WHEREAS, District and CONSULTANT have entered into a relationship under which CONSULTANT may receive, use, obtain, access or create Protected Health Information (as that term is defined in Paragraph 1(e) of this Exhibit to the Agreement) from or on behalf of District in the course of providing goods and services to District and its participants; and

WHEREAS, such Protected Health Information is confidential and must be afforded special treatment and protection, such that all information can be used or disclosed only in accordance with the Standards for Privacy of Individually Identifiable Health Information set forth at 45 CFR Parts 160 and 164 (hereinafter "the Privacy Rule") as implemented in the parties' relationship by this Agreement; and

WHEREAS, CONSULTANT acknowledges that it is a Consultant of District under the terms of HIPAA in its operation of this Agreement.

1 Definitions.

(a) Breach. "Breach" shall have the same meaning as the term "breach" in Section 13400(1) of the HITECH Act

(b) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 164.501, limited to the information created or received by CONSULTANT from or on behalf of District.

(a) De-identify/De-identified. "De-identify/De-identified" means to remove, encode, encrypt, or otherwise eliminate or conceal data that identifies an individual, or modifies information so that there is no reasonable basis to believe that the information can be used to identify an individual

(a) Disclose. The release, transfer or provision of access to PHI, whether oral or recorded in any form or medium.

(b) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(c) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(d) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Consultant from or on behalf of District.

(e) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(f) Business Associate. "Business Associate" shall mean Consultant
Covered Entity. "Covered Entity" shall mean West Islip Union Free School District

(g) Minimum Necessary Information. "Minimum Necessary Information" means (i) in the case of routine and recurring types of disclosures, the set of data or records which the disclosing party's policies and procedures have established as reasonably necessary to achieve the purpose of such disclosures; and (ii) in the case of non-routine and non-recurring disclosures, the set of data or records which the Disclosing Party determines is reasonably necessary to accomplish the purpose of the disclosure, upon review of each disclosure according to criteria

developed by the Disclosing Party; provided that in the case of disclosure (A) to a Covered Entity, (B) to a professional for purposes of providing professional services to the Disclosing Party, or (C) to a public official for disclosures which are permitted by law without Individual consent, the Minimum Necessary Information shall be the set of data or records requested by that party, upon the party's reasonable representation that the request is for the minimum necessary given the purpose of disclosure(s).

53. Obligations and Activities of Consultant. Consultant agrees to:

(a) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required By Law.

(b) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(c) mitigate, to the extent practicable, any harmful effect that is known to Consultant of a use or disclosure of Protected Health Information by Consultant in violation of the requirements of this Agreement.

(d) report to District within forty-eight (48) hours any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

(e) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Consultant on behalf of District agrees to the same restrictions and conditions that apply through this Agreement to Consultant with respect to such information.

(f) provide access, at the request of District, within 48 hours, to Protected Health Information in a Designated Record Set, to District or, as directed by District, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) make any amendment(s) to Protected Health Information in a Designated Record Set that the District directs or agrees to pursuant to 45 CFR 164.526 at the request of District or an Individual, and within 48 hours of such request.

(h) make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Consultant on behalf of, District available to the District, or to the Secretary, in a time and manner or designated by the Secretary, for purposes of the Secretary determining District's compliance with the Privacy Rule.

(i) document such disclosures of Protected Health Information and information related to such disclosures as would be required for District to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) provide to District or an Individual, within 48 hours of a request, information collected in accordance with Section (i) above of this Agreement, to permit District to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

54. Permitted Uses and Disclosures by Consultant.

Except as otherwise limited in this Agreement, Consultant may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, District, provided that such use or disclosure would not violate the Privacy Rule if done by District or the minimum necessary policies and procedures of the District.

55. Obligations of District. District shall:

(a) notify Consultant of any limitation(s) in its notice of privacy practices of District in accordance with 45 CFR 164.520, to the extent that such limitation may affect Consultant's use or disclosure of Protected Health Information.

(a) District agrees to disclose PHI to Consultant upon its own volition, upon consultant's request, or upon the request of a third party if such disclosure is permissible by law, so that consultant may provide the agreed to services to or on behalf of District, District otherwise objects to the disclosure, or CONSULTANT is no longer providing the services to District.

(b) notify Consultant of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Consultant's use or disclosure of Protected Health Information.

(c) notify Consultant of any restriction to the use or disclosure of Protected Health Information that District has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Consultant's use or disclosure of Protected Health Information.

5. Permissible Requests by District

District shall not request Consultant to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by District.

6. Term and Termination

(a) Term. This Agreement shall be effective from the date the parties sign the attached Benefit Consulting Agreement (the "Effective Date"), until the later of 1) the date of termination of the aforementioned Benefit Consulting Agreement or 2) the date one of the parties terminates the Agreement pursuant to subdivision (b) of this paragraph, or 3) the date when all of the Protected Health Information provided by the District to Consultant or created or received by Consultant on behalf of District, is destroyed or returned to District, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information in accordance with the provisions of Subdivision (c) of this paragraph 6.

(b) Termination Either party may terminate this Agreement upon thirty (30) days 'notice to the other party, which shall serve to terminate the Benefit Consulting Agreement as well:

(c) Effect of Termination.

i. Except as provided below in paragraph (ii) of this section, upon termination of this Agreement, for any reason, Consultant shall immediately return or if directed by the District, destroy all Protected Health Information received from District, or created or received by Consultant on behalf of District. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Consultant. Consultant shall retain no copies of the Protected Health Information.

ii. In the event that Consultant determines that returning or destroying the Protected Health Information is infeasible, Consultant shall provide immediately to District notification of the conditions that make return or destruction infeasible. Upon submittal of written proof, satisfactory to District, that return or destruction of Protected Health Information is infeasible, Consultant shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Consultant maintains such Protected Health Information.

7. Indemnification.

Consultant agrees to indemnify, defend and hold harmless District and their affiliates, trustees, officers, directors, employees, successors and assigns from and against any and all claims, penalties, liabilities, losses, damages, suites, settlements, judgments or costs, including reasonable attorneys' fees, which may arise from the acts or omissions of Consultants in performing under this Agreement.

8. Audit.

Upon sixty (60) days' prior notice, District may audit Consultant's performance pursuant to this Agreement, including, but not limited to, the internal privacy practices of Consultant. District shall choose the Auditor in its sole discretion. The Audit shall be conducted on CONSULTANT's premises during regular business hours and CONSULTANT shall make available its books, records and procedures regarding compliance with Health Insurance Portability and Accountability Act of 1996 Privacy Rule and any applicable amendments thereto.

9. Miscellaneous.

(a) Regulatory References. A reference in the Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend the Agreement from time to time pursuant to a written agreement signed by the Parties and is necessary for District to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 Survival. The respective rights and obligations of Consultant under Section 2(f), 2(g), 6(c) and (7) of this Exhibit "B" shall survive the termination of the Agreement.

(c) Interpretation. Any ambiguity in the Agreement shall be resolved to permit District to comply with the Privacy Rule.

(d) Notices. Any notice required to be given under this Agreement shall be in writing and sent by confirmed facsimile or by certified mail, return receipt requested at the address set forth above or at such other address as the parties may designate from time to time.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

The parties agree that for purposes of HIPAA CONSULTANT shall be deemed a Consultant of District. CONSULTANT agrees to continue to perform, on behalf of District, all transactions that are considered Covered Transactions, as that term is defined by HIPAA and function as District's Clearinghouse, as that term is defined by HIPAA, and therefore further agrees to comply with HIPAA's standards regarding EDI, Privacy and Security. In no event shall District be required to provide CONSULTANT with any information in a format that meets the EDI standards of HIPAA.

IN WITNESS WHEREOF, the duly designated representatives of District and CONSULTANT have executed this Agreement and have evidenced their ratification and consent to be bound by the Agreement contained herein, as of the effective date of this Agreement.

West Islip Union Free School District

SENECA CONSULTING GROUP, INC

By:



By:

Name: _____
Title: _____

Name: Daniel C. Opinante
Title: President

MEMORANDUM OF AGREEMENT

WHEREAS, the West Islip Union Free School District (the "District") and the United Public Service Employees Union ("UPSEU") do hereby memorialize an agreement they have reached for an early retirement incentive as described below.

NOW, THEREFORE, for retirements of UPSEU members from the District and the New York State Employees' Retirement System meeting the eligibility requirements of this Agreement the following retirement incentive shall be offered:

1. For Operations and Maintenance employees: the District shall make a one-time payment of ten thousand (\$10,000.00) dollars if three (3) or fewer employees retire pursuant to this Agreement; or a one-time payment of fifteen thousand (\$15,000.00) dollars if four (4) or more employees retire pursuant to this Agreement.

2. For Cafeteria and Transportation employees: the District shall make a one-time payment equal to twenty (20%) percent of the employee's annual base salary.

3. Payment of such sums as reflected in Paragraphs 1 and 2 above shall be made as an employer non-elective contribution to the District's 403(b) account up to the annual contribution limit of the Internal Revenue Code. Such payment shall be made within thirty (30) days of the effective date of the employee's retirement. To the extent that the amount due the employee exceeds the contribution limit, such excess shall be contributed to the 403(b) account by January 15th of the following calendar year as an employer non-elective contribution (which contribution shall not exceed the maximum amount permitted under the Code), and by January 15th of each subsequent year for up to five (5) years after the year of the employee's severance or until such time of the employer non-elective contribution is fully deposited in the 403(b) account.

4. In order to be eligible for this retirement incentive:

(a)(1) The employee must retire from the District and the New York State Employees' Retirement System without penalty; or

(a)(2) The employee must retire from the District and the New York State Employees' Retirement System with penalty, but must meet the minimum age requirement of the employee's retirement tier by June 30, 2018; or


(a)(3) If the employee is not a member of New York State Employees' Retirement System, the employee must retire from the District.

(b.) The Unit member must retire effective on or before June 30, 2018 and submit an irrevocable letter of intent to retire to the Superintendent of Schools on or before April 1, 2018.

5. The provisions of this Agreement shall sunset effective June 30, 2018.

6. Except as specifically set forth herein, this Agreement shall not be construed as modifying any provision of the Collective Bargaining Agreement between the District and UPSEU or any practices which may exist as between the District and UPSEU. This Agreement shall not be precedent setting and shall not be utilized by any party in any grievance, arbitration, or claim of any kind except as necessary to enforce its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

February 27th, 2018. 

West Islip Union Free School District

United Public Service Employees Union

By: _____

By:  _____

Steven D. Gellar, President
Board of Education

Kevin E. Boyle, Jr.
President