

AGENDA



BOARD OF EDUCATION

July 5, 2022

West Islip High School
One Lions Path

Submitted by:
Bernadette M. Burns
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
July 5, 2022

West Islip High School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted at the opening of the meeting. Each person or representative of a group will be limited to three minutes.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the June 16, 2022 Special Meeting and the June 21, 2022 Planning Session.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) Committee on Special Education/Preschool Special Education Recommendations
re: classification/placement/I.E.P. modifications of students as delineated
 - B) Policy Committee
Annual Review:

No. 5412	Purchasing Procedures
No. 5421	Procurement of Goods and Services
No. 5610	Insurance
No. 5623	Use of School Owned Materials and Equipment
No. 5683	Districtwide Safety Committee
No. 6150	Alcohol, Drugs and Other Substances {School Personnel}
No. 7320	Alcohol, Drugs and Other Substances {Students}
- IX. **FINANCIAL MATTERS**
 - A) Treasurer's Report
- X. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Bids 2022-2023
 1. Base Bid #GC-1 Masonry {WIHS - warehouse}
 2. Base Bid #GC-2 Masonry {WIHS – open courtyard}
 3. Base Bid #GC-3 Masonry {Beach – rotunda}
 4. Base Bid #GC-4 Masonry {Bayview}
 5. Base Bid #GC-5 Masonry {P]Bellew}
 6. Base Bid #GC-6 Masonry {all schools}
 7. Base Bid #MC-1 Mechanical {Beach}
 - C) Approval of Requests for Proposal
 1. RFP #595 Bagels
 2. RFP #581 Bread
 3. RFP #590 Coffee with Equipment
 4. RFP #575 Dairy
 5. RFP #591 Dishwasher Cleaning Supplies
 6. RFP #579 Frozen
 7. RFP #578 Groceries
 8. RFP #572 Ice Cream with Equipment
 9. RFP #571 Meat
 10. RFP #570 Paper
 11. RFP #576 Snacks Non-Compliant
 12. RFP #574 Snacks - Smart

X. BUSINESS ITEMS, *continued***D) Approval of Contracts**

1. Da Vinci Education & Research, LLC Consultant Services 2022-2023
2. East Moriches UFSD Summer Instructional Services 2022-2023
3. Hempstead UFSD Health Services 2021-2022 \$950.10
4. Milestones in Homecare, Inc. Consultant Services 2022-2023
5. Nassau Suffolk Services for the Autistic, Inc. - The Martin C. Barell School Special Education 2022-2023
6. Nassau Suffolk Services for the Autistic, Inc. – The Martin C. Barell School Consultant Services 2022-2023
7. Tender Age Pediatric Therapies Consultant Services 2022-2023

E. Approval of Resolution

1. Donation from Maloya Metal Fabrication Bins, shelves, posts valued at → WIHS
and Manufacturing \$1,000

XI. PRESIDENT'S REPORT

- A) Approval of resolution re: Section 103-a of the Public Officers Law authorizing the West Islip Board of Education to authorize the use of videoconferencing to conducts its public meetings
- B) Approval of resolution re: naming of the Udall Road Middle School driveway
- C) Approval of WITA Memorandum of Agreement re: Negotiated Agreement

XII. SUPERINTENDENT'S REPORT**XIII. NOTICES/REMINDERS****XIV. OTHER ITEMS FOR BOARD MEMBERS INFORMATION**

XV. INVITATION TO PUBLIC – *The public, at this time, is invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted by the time the first speaker is called to the podium. Each person or representative of a group will be limited to three minutes.*

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

XVII. CLOSING - Adjournment

**SPECIAL MEETING OF THE BOARD OF EDUCATION
June 16, 2022 – District Office Board Room**

PRESENT: Mr. Tussie, Mr. Antonello, Mrs. Brown, Mr. Compitello, Mrs. LaRosa,
Mr. Maginniss, Mr. McCann and Mrs. Kelly

ABSENT: None

ADMINISTRATORS: None

ATTORNEY: None

Meeting was called to order at 5:30 p.m., followed by the Pledge.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Executive Session at 5:32 p.m. to discuss matters leading to the appointment and/or employment of a Superintendent of Schools.

Meeting reconvened at 8:34 p.m. on motion by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor.

Meeting adjourned at 8:36 p.m. on motion by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock
District Clerk

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

**PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
June 21, 2022– Beach Street Middle School**

PRESENT: Mr. Tussie, Mrs. Brown, Mr. Compitello, Mr. McCann

ABSENT: Mr. Antonello, Mrs. LaRosa, Mr. Maginniss

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

ABSENT: None

ATTORNEY: None

Meeting called to order at 7:30 p.m.

APPROVAL OF MINUTES

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve the minutes of the June 6, 2022 Special Meeting, the June 8, 2022 Special Meeting, the June 9, 2022 Regular Meeting and the June 13, 2022 Special Meeting.

PERSONNEL

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: PROBATIONARY APPOINTMENT: Katherine Keller, Computer, effective June 29, 2022 to June 28, 2026 (High School; Step 1; replacing Jennifer Delaney {resigned}).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: RESIGNATION: Debra DiPalma, Special Education, effective July 1, 2022 (High School).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: Barbara Accomando, Special Education Aide, effective June 25, 2022 (25.83 years).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: *John Carey, Network & Systems Technician, effective July 7, 2022 (District Wide, \$55,000; replacing D. Kuskowski {retired}).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: *Daniel Sandolo, Network & Systems Specialist I Interview, effective July 7, 2022 (District Wide; \$70,000; {replacing O. Oztimurlenk {resigned}}).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Katherine Keller, Special Education Aide, effective June 25, 2022 (Paul J. Bellew).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE CUSTODIAN (\$15.00/hr.): Catherine LaMotte, effective June 22, 2022.

*Conditional pending fingerprinting clearance

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve all items under Other of the 6/21/22 Personnel Agenda as listed below:

OTHER

ADULT EDUCATION 2022-2023

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

DRIVER EDUCATION 2022-2023

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

ENRICHMENT 2022-2023

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

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Shannon Culklin effective August 29, 2022 through June 23, 2023

Paige Fogarty effective August 29, 2022 through June 23, 2023

Paige Gillespie effective August 29, 2022 through June 23, 2023

Holly Gozinsky effective August 29, 2022 through June 23, 2023

Joyce Ronayne effective August 29, 2022 through June 23, 2023

Daniel Sarfin effective August 29, 2022 through June 23, 2023

SPECIAL EDUCATION – ESY RELATED SERVICE PROVIDERS

SUMMER 2022

Rebecca Burleson

Erin Meade

Kaitlyn Crowley

Matthew Sullivan

Kathleen Finn

SUMMER SCHOOL 2022

Nicole Tomei, Algebra I

Amanda Schilling, Algebra II

Michael Fusaro, Biology

Michael Fusaro, Chemistry

Michael Fusaro, Earth Science

David Gershfeld, English 10 & 11

Nancy Yost, Foundations of Advanced Math

Amanda Schilling, Geometry

Edward Jablonski, Global History

VIDEOGRAPHER (\$82.02 per event)

John Carey, effective July 7, 2022

SUMMER INVESTIGATIONS PROGRAM 2022

Rhonda Pratt, Coordinator

Teachers

Kristen Amoia

Cara Douglas

Jade Lawrence

Danielle Blaise

Tammy Dragelin

Tatiana Liscia

Rebecca Burleson

Danielle Ferruggiari

Gabrielle Mescia

Lisa Bush

Paige Fogarty

Christina Puglisi

Lisa Chianese

Holly Gozinsky

Marybeth Qualliotine

Gianna Covello

Mollie Healey

Louis Riley

Kaitlyn Crowley

Annmarie Katzer

Aides

Anne Bello	Louise Guastella	Kimberly Librizzi	Alyssa Sicinski
Linda Daniels	Julie Holub	Diane McKeon	Michelle Varley
Jennifer Fortune	Katherine Keller	Christie Rendino	
Pam Gaffney	Catherine LaMott	Annette Rossi	

SUMMER RECREATION CAMP 2022

John Mullins, Director, \$80 per hour
Timothy Horan, Assistant Director, \$75 per hour
Debra Federico, Clerical Support, \$25 per hour
Laurie Luquer, Nurse, \$30 per hour
Debra Costantino, Lead Crafts Counselor, \$22 per hour

Camp Counselors (\$15 per hour)

Sophia Azzariti	Natasha Franchina	Madison Nicolosi
Brett Bavaro	Sasha Gladle	Victoria Recenello
John Cannistra	Caitlin Krupski	Vincenza Robiglio
Karli Connolly	Dean Miller	Julia Schmidt
Alex Czarnomski	Grace Mineo	Zach Siano
Christina D'Achille	Robert Mineo	Erin Thaxter
Joe D'Angelo	Karah Mullins	Emily Vitale
Melissa D'Angelo		

Student Volunteers

Summer Carosella	Dylan Squire
McKenna Miller	Ryan Washington

ATHLETIC TRAINER 2022-2023

Kevin Kilkenny

EQUIPMENT/UNIFORM COORDINATORS 2022-2023

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

FALL 2022 HIGH SCHOOL COACHES

BOYS SOCCER

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

FALL 2022 MIDDLE SCHOOL COACHES

BOYS SOCCER

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

SUMMER INSTRUCTIONAL SWIM PROGRAM 2022

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

Lifeguards

Gianna Alani	Makayla Comer	Angelique Grande	Vincent Puglisi
Nicholas Alani	Anna Curley	Emma Grim	Isabella Randazzo
Angelina Amatulli-Griffith	Joe Cusumano	Jack Groark	Logan Reese
William Antippas	Thomas	Madison Horan	Kori Sansone
Colin Beanland	D'Alessandro	Ty Kennedy	Nicholas
Quinn Bedell	Braedon Dedcovich	Caylee Klimuszek	Scarmozzino
Andrew Bishop	Jack Delli-Pizzi	Makayla Lynam	Jack Schaefer
John Boniberger	Alyssa DiPietro	Isabella Magee	Angelina Shannon
Jarrett Bosch	Michael DiPinto	Jackie McDonough	Noel Silva
Shaun Boyle	Brandon Disbrow	Alec Miller	Courtney Skahill
Kiarra Branigan	Cameron Dorfmann	Tadhg O'Sullivan	Jamie Smith
Alex Burciaga	Justin Dumond	Joe Pace	Seamus Smith
Erick Burciaga	Morgan Einsetler	Lea Parascandola	Matthew Triglia
Ryan Carlson	Logan Figueroa	Bella Parasmio	Connor Viar
Ryan Cascino	Michael Flynn	Joseph Pena	Joe Vitellaro
Drake Castonguay	Kaileigh Gagliardi	Joseph Piropato	Joe Washington
Devin Christensen	Matthew Gassmann		
	Robert Govier		

Volunteer

John Montoni

BOYS BASKETBALL SUMMER CAMP 2022

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

BOYS VOLLEYBALL SUMMER CAMP 2022

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

CHEERLEADING SUMMER CAMP 2022

Dina Barone, Director
Lauren Brady, Assistant Director

Coaches

Jennifer Basile
Jillian Bohnaker
Nicole Shaw

Volunteer Counselors

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

GIRLS BASKETBALL SUMMER CAMP 2022

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

GYMNASTICS SUMMER CAMP 2022

Maryann McGrade, Director
Gina Calderone, Assistant Director

GYMNASTICS SUMMER CAMP 2022 - continued

Counselors

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

Volunteer Counselors

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

SPEED TRAINING SUMMER CAMP 2022

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

SOFTBALL SUMMER CAMP 2022

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

Counselors

Jenna Argento	Brooke Lynn Haley	Keirsten Nizen
Tori Brower	Caitlyn Herzing	Stephanie Olivieri
Julianna Budriss	Julianna Kotarski	Julia O'Sullivan
Annie Chambers	Lauren Lettieri	Sophia Randazzo
Makayla Comer	Amanda Librizzi	Kayla Sauers

Katerine DaSilva
Mia Di Cola
Katie Fix

Jamison Lundie
Camryn Mariano
Alex Michaluk

Krista Sgambati
Allison Weston

Volunteer Counselors

Emily Bourous
Dawson Gitomer
Christine Lombardi

WRESTLING SUMMER CAMP 2022

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

WEST ISLIP SPORTS ACADEMY CAMPS 2022-2023

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

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Settlement Agreement and Release 2022-2023 – Student A.

Motion was made by Tom Compitello, second by Peter McCann and carried when all Board members present voted in favor to approve Resolution re: Ordinary Contingent Expense.

*Whereas the Board of Education of the West Islip Union Free School District has determined that the purchase of equipment for the middle school technology labs is necessary;
Now, therefore, be it resolved, that the Board of Education hereby declares the purchase of the equipment to be an ordinary contingent expense in an amount not to exceed \$262,000 and authorizes the Assistant Superintendent of Business to fund such expense by making the appropriate and necessary transfers between budgetary appropriation codes.*

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Resolution re: Approval of Corrective Action Plan for Office of the NYS Comptroller's Audit Report.

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

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Contracts: Access 7 Services, Inc. Consultant Services 2022-2023; Half Hollow Hills CSD Health Services 2021-2022 - \$1,279.88; Home Care Therapies, LLC, d/b/a Horizon Healthcare Staffing Consultant Services 2022-2023; Little Flower SD Special Education Services 2022-2023.

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve R.S. Abrams & Co., LLP 2022-2023 Engagement Letter.

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Budget Transfers 4198-4203 General Fund.

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to adjourn to Executive Session at 7:35 p.m. for the purpose of discussing personnel, negotiations, and/or litigation. Grace Kelly attended Executive Session.

Meeting reconvened at 8:10 p.m. on motion by Debbie Brown, seconded by Tom Compitello and carried when all Board members present voted in favor.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve WITA Memorandum of Agreement re: convertibility - S.K.

Motion was made by Peter McCann, seconded by Debbie Brown and carried when all Board members present voted in favor to approve WITA Memorandum of Agreement re: incapacitating illness.

Motion was made by Peter McCann, seconded by Debbie Brown and carried when all Board members present voted in favor to approve TEACHING: RETIREMENT: Susan Koos, Elementary, effective July 1, 2022 (21 years).

Motion was made by Debbie Brown, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Super Executive Session at 8:12 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:47 p.m. on motion by Debbie Brown, seconded by Tom Compitello and carried when all Board members present voted in favor.

Meeting adjourned at 8:48 p.m. on motion by Debbie Brown, seconded by Tom Compitello and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock
District Clerk

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

PERSONNEL:

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

TEACHERS

T-1 PROBATIONARY APPOINTMENT

Danielle Carihfield, Art
Effective August 29, 2022 to August 28, 2026
(Paul J Bellew & Manetuck; Step 1A¹, Replacing Annette Musteric {retired})

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

T-2 PROBATIONARY APPOINTMENT (AMENDED)

Brittany Probst, Mathematics
Effective August 29, 2022 to August 28, 2025
(High School; change in effective date from August 29, 2022 to August 28, 2026)

T-3 REGULAR SUBSTITUTE

Grixon Moreira, World Languages
Effective August 29, 2022 through June 30, 2023
(Beach; Step 1A¹; Replacing Elizabeth Daddi {LoA})

Megan Rooney, Special Education
Effective August 29, 2022
(Manetuck; Step 1A¹; replacing Deanna Johnson {LoA})

TEACHING ASSISTANTS

TA-1 TENURE APPOINTMENT (AMENDED)

Michelle Edgley, Teaching Assistant
Effective September 2, 2022
(change in effective date from September 1, 2022 to September 2, 2022)

CIVIL SERVICE

CL-1 CHANGE IN TITLE

Joan Distefano, Custodial Worker I
Effective June 27, 2022
(Oquenock; Step 5; change from Acting Head Custodian)

Robert Verito, Acting Head Custodian
Effective June 27, 2022
(Bayview; Step 10; change from Custodial Worker III)

CIVIL SERVICE, continued

CL-2 **PROBATIONARY APPOINTMENT**

*Eva Gonzalez, Contingent Account Clerk
Effective July 18, 2022
(District Office; Step 1; replacing D. Farewell {Benefits})

CL-3 **RESIGNATION**

Mary Ellen McElwee, Part-Time Food Service Worker
Effective June 22, 2022
(Udall)

Mary Morici, Part-Time Food Service Worker
Effective June 30, 2022
(Bayview)

Kristen Wilson, Cafeteria Aide
Effective June 25, 2022
(Paul J. Bellew)

CL-4 **SUBSTITUTE FOOD SERVICE WORKER** (\$15.00/hr)

Mary Ellen McElwee, effective August 30, 2022

OTHER

SUMMER SCHOOL 2022

Catherine Brudi, English 9
Giavanna Donarumia, Global 10
Edward Jablonski, U.S. History
Michael Maneri, English 9

SUMMER RECREATION CAMP 2022

Camp Counselors (\$15 per hour)
Jake McEnaney
Julia O'Sullivan

**Conditional pending fingerprinting clearance*

SUBJECT: PURCHASING PROCEDURES

The following sets forth the policies and procedures of the West Islip Union Free School District to meet the requirements of General Municipal Law, Section 104-b.

Purpose

Goods and services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public moneys, in the best interest of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the Board of Education is adopting internal policies and procedures governing all procurement of goods and services which are not required to be made pursuant to competitive bidding requirements of General Municipal Law, Section 103 or of any other general, special or local law. Notwithstanding the foregoing, the District will adhere to the requirements of the General Municipal Law regarding purchasing.

Procedures for determining Whether Procurement are Subject to Bidding

The procedures for determining whether a procurement of goods and services is subject to competitive bidding and documenting the basis for any determination that competitive bidding is not required by law will be administered by the purchasing agent and/or the Asst. Supt. for Business, as follows:

In general, the District will not be required to secure alternative proposals or quotations for: 1) emergencies (as defined by General Municipal Law 103 (4)); 2) procurement where there is no possibility of competition (i.e., sole source items); 3) procurement of professional services, which because of confidential nature of the services do not lend themselves to procurement through solicitation; or 4) procurement for purchase contracts below \$500 when solicitations of competition would not be cost-effective. Documentation relating to determination whether procurement are subject to bidding may include board resolutions, memoranda, written quotes, telephone logs, requests for proposals, proposals, contracts and other appropriate forms of documentation.

Statutory Exceptions From These Policies and Procedures

Except for procurement made pursuant to General Municipal Law, Section 103 (3) (through county contracts), Section 103(16) through contracts let by the United States of America or any agency thereof, or any state or political subdivision or district therein or Section 104 (through state contract of the Office of General Services), State Finance Law, Section 175-b (from agencies for the blind or severely handicapped), Correction Law, Section 186 (articles manufactured in correctional institutions), Board approved cooperative purchase agreements and purchases made through available cooperative BOCES bids, alternative proposals or quotations for goods and services shall be secured by the Purchasing agent, the Assistant Superintendent for Business or other person designated by the Assistant Superintendent for Business, by use of written requests for proposals, written quotations, verbal quotations or any other method of procurement which furthers the purposes of General Municipal Law, Section 104-b. all purchase orders will reflect the applicable state, county or BOCES bid reference number.

SUBJECT: PURCHASING PROCEDURES, *continued*

Methods of Competition to be Used for Non-Bid Procurement

In general, as determined by the Purchasing Agent and/or the Assistant Superintendent for Business, the District will require the following methods of competition be used and the sources of documentation maintained when soliciting nonbid (open market) procurement for purchase contracts: 1) For purchases under \$1,001 no quotation shall be required. 2) For purchases between \$1,001 and \$5,000, a minimum of two verbal and/or written quotations must be solicited. 3) For purchases between \$5,000 and \$10,000, a minimum of three written quotations shall be solicited. 4) For purchases greater than \$10,000, the District will comply with the bidding requirements set forth in General Municipal Law Section 103.

When soliciting for public works contracts, the District will require that 1) For public works contracts below the District-established bidding threshold of \$20,000 for repairs occurring on an irregular basis which may include, but not be limited to, electrical, plumbing, carpentry, boiler, fencing, field maintenance, etc., verbal and/or written quotations will be solicited and reviewed annually by the Director of Facilities. 2) For public works contracts of \$20,000 or more, the District will comply with the bidding requirements set forth in General Municipal Law Section 103.

The Superintendent of Schools, with the assistance of the Purchasing Agent shall be responsible for the establishment and implementation of the procedures on standard forms for use in purchasing and related activities in the District. These procedures shall comply with all applicable laws and regulations of the State and Commissioner of Education. Documentation relating to methods of competition may include board resolutions, memoranda, written quotes, telephone logs, requests for proposals, proposals, contracts and other appropriate forms of documentation.

For purchases that are governed by the competitive bidding requirements of General Municipal Law, Section 103 and for purchases that are below the statutory threshold, the District may make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, through the use of a contract let by the United States of America or any agency thereof, any state or any other political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with the General Municipal Law and made available for use by other governmental entities.

Awards to Other Than Lowest Responsible Dollar Offerer

As determined by the purchasing agent and/or the Assistant Superintendent for Business the District will provide justification and documentation of any contract awarded to a vendor other than the lowest bidder, setting forth the reasons why such award is in the best interests of the District. Documentation relating to awards to other than the lowest offer may include board resolutions, memoranda, written quotes, telephone logs, requests for proposals, proposals, contracts and other appropriate forms of documentation. This documentation otherwise furthers the purpose of Section 104-B of the General Municipal Law. Factors supporting award to other than the lowest offer may include: 1) an inability to provide items as specified and awarded in previous bids; 2) an inability to deliver materials or services in a timely fashion; 3) substitution of alternative items without informing a District; 4) varying from prescribed procedures and/or specifications for the performance of the service or contract without the expressed permission of the contracting District; 5) products which do not meet the District standards as determined through its own evaluation procedures; 6) failure or difficulty in providing proper insurance certificates or performance bond, where required or specified; 7) use of vendors or subcontractors that provide inferior products or services; 8) failure to provide adequate references, where required; and 9) failure to provide samples of alternate bid terms, when requested.

SUBJECT: PURCHASING PROCEDURES, *continued*

Awards on the Basis of Best Value

Purchases may also be made on the basis of best value in accordance with the General Municipal Law. The best value standard may only be used for purchase contracts, which includes contracts for service work, but excludes any purchase contracts necessary for the completion of a public works contract pursuant to Article Eight of the Labor Law. When awarding contracts under the best value standard, the district must consider the overall combination of quality, price, and other elements of the required commodity or service that in total are optimal relative to the needs of the district. Use of the best value standard must rely, wherever possible, on objective and quantifiable analysis. The best value standard may identify as a quantitative factor whether offerors are small businesses or certified minority- or women-owned business enterprises as defined in New York Executive Law § 310. Use of the best value standard for the procurement of goods and services requires approval from the Board of Education. The Board must also approve the factors to be considered when awarding contracts under this standard.

Input from Officers

Comments concerning the policies and procedures shall be solicited from administrators and/or officers of the school district herein involved in the procurement process prior to the enactment of the policies and procedures, and will be solicited from time to time thereafter.

Annual Review

The Board of education shall annually review these policies and procedures. The Purchasing Agent shall be responsible for conducting an annual review of the procurement policy and for an evaluation of the internal control structure established to ensure compliance with the procurement policy.

Unintentional Failure to Comply

The unintentional failure to fully comply with the provisions of Section 104-b of the General Municipal Law or the District policy regarding procurement shall not be grounds to void action taken or give rise to a cause of action against the District of any officer or employee of the district.

LegalReferences: *General Municipal Law 103; 109-a; 800 et seq, 104-b State Finance Law, Section 175-b, Correction Law, Section 186*

SUBJECT: PROCUREMENT OF GOODS AND SERVICES

The Board of Education recognizes its responsibility to ensure the development of procedures for the procurement of goods and services not required by law to be made pursuant to competitive bidding requirements. These goods and services must be procured in a manner so as to:

- a) Assure the prudent and economical use of public moneys in the best interest of the taxpayer;
- b) Facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances; and
- c) Guard against favoritism, improvidence, extravagance, fraud and corruption.

These procedures shall contain, at a minimum, provisions which:

- a) Prescribe a process for determining whether a procurement of goods and services is subject to competitive bidding and if it is not, documenting the basis for such determination;
- b) With certain exceptions (purchases pursuant to General Municipal Law, Section 186; State Finance Law, Sections 175-a and 175-b; State Correction Law, Section 184; or those circumstances or types of procurements set forth in (f) of this section), provide that alternative proposals or quotations for goods and services shall be secured by use of written request for proposals, written quotations, verbal quotations or any other method of procurement which furthers the purposes of Section 104-b of General Municipal Law;
- c) Set forth when each method of procurement will be utilized;
- d) Require adequate documentation of actions taken with each method of procurement;
- e) Require justification and documentation of any contract awarded to other than the lowest responsible dollar offer, stating the reasons; and
- f) Set forth any circumstances when, or the types of procurement for which, the solicitation of alternative proposals or quotations will not be in the best interest of the District.

Any unintentional failure to fully comply with these provisions shall not be grounds to void action taken or give rise to a cause of action against the District or any District employee.

The Board of Education shall solicit comments concerning the District's policies and procedures from those employees involved in the procurement process. All policies and procedures regarding the procurement of goods and services shall be reviewed annually by the Board.

SUBJECT: INSURANCE

The objective of the Board of Education is to obtain the best possible insurance at the lowest possible cost, and to seek advice periodically from an Insurance Appraisal Service to determine that adequate coverage is being provided regarding fire, boiler, general liability, bus and student accident insurance.

The Board shall carry insurance to protect the District's real and personal property against loss or damage. This property shall include school buildings, the contents of such buildings, school grounds and automobiles.

The Board may also purchase liability insurance to pay damages assessed against Board members and District employees acting in the discharge of their respective duties, within the scope of their employment and/or under the direction of the Board.

All insurance policies, along with an inventory of the contents of the building, should be kept in a fireproof depository or with the appropriate insurance agent for safekeeping and referral purposes. The Superintendent shall review the District's insurance program annually and make recommendations to the Board if more suitable coverage is required.

Public Officers Law Section 18
General Municipal Law Sections 6-n and 52
Education Law Sections 1709(8) and (26) and
(34-b), 3023, 3028, and 3811

SUBJECT: USE OF SCHOOL-OWNED MATERIALS AND EQUIPMENT

Except when used in connection with or when rented under provisions of Education Law Section 414, school- owned materials or equipment may be used by District employees and/or students for school related purposes only. Private and/or personal use of school-owned materials and equipment is strictly prohibited.

The Board of Education permits the use of district-owned materials and equipment (e.g., laptop computers, cell phones, audio-visual equipment, etc.) by Board members, officers, and employees of the district when such material and equipment is needed for district-related purposes.

The Board will permit school materials and equipment to be loaned to staff members when such use is directly or peripherally related to their employment and loaned to students when the material and equipment is to be used in connection with their studies or extracurricular activities.

The Superintendent of Schools, in consultation with the School Business Official, shall establish regulations governing the loan and use of such equipment. Such regulations must address:

- The individuals who may properly authorize the use of such material and/or equipment;
- The lack of authority of the borrower to use such material or equipment for private, non-business purposes;
- The responsibilities of the borrower for proper use, care and maintenance;
- That, regardless of condition or other factors, all loaned equipment must be returned to the district. No item may be sold to or purchased by the borrower unless such equipment has been returned to the district for evaluation and, if necessary, disposal in accordance with district policy and procedures.

All equipment shall be inventoried and a list shall be maintained of the date such equipment was loaned, to whom it was loaned, and the date of expected and actual return.

Individuals borrowing district-owned equipment shall be fully liable for any damage or loss occurring to the equipment during the period of its use, and shall be responsible for its safe return.

The following departments shall maintain records of all equipment that is loaned for long-term use (e.g., school year, term of office, etc.) and shall review such list yearly.

- Buildings and Grounds: cell phones and pagers
- Audio Visual Coordinator: audio-visual equipment
- Director of Technology: laptop computers, iPads, Chromebooks

Administrative regulations will be developed to assure the lender's responsibility for, and return of, all such materials and equipment.

Education Law Section 414

SUBJECT: DISTRICTWIDE SAFETY COMMITTEE

There will be a Districtwide Safety Committee consisting of the Superintendent, assistant superintendents, the Director of Buildings and Grounds, the Security Director, and various administrative and other staff and stakeholders as needed.

Powers and Duties of the Districtwide Safety Committee

The committee will meet periodically to review safety and health hazard reports by employees, accident reports, workers' compensation claims, reports and recommendations of safety and health inspectors, and other matters the committee director places on the agenda. The committee will report its findings and recommendations to the Superintendent of Schools.

Safety Director: Powers and Duties

The Assistant Superintendent for Business will chair the Districtwide Safety Committee, maintain its records and author its reports to the Superintendent of Schools. He or she, in cooperation with the Director of Buildings and Grounds, will develop procedures for the regular inspection and maintenance of District buildings, equipment and grounds. They must arrange for the elimination of known hazards if such can be done through regular maintenance procedures or without extraordinary cost or disruption; they should immediately report all other known hazards to the Superintendent.

Complaints and State Inspectors

The Director of Buildings and Grounds will be District's representative, and will receive all complaints and accompany all state inspectors under the State Occupational Safety and Health Act and similar programs.

The committee will visit each facility for a visual safety inspection annually.

SUBJECT: ALCOHOL, DRUGS AND OTHER SUBSTANCES (SCHOOL PERSONNEL)

The Board of Education, recognizing that students are often influenced by teachers and other members of a school's staff, impresses upon staff members the importance of maintaining a high level of professionalism appropriate to their position, which, in turn, shall set a positive example for students.

The Board, therefore, prohibits the consumption, sharing and/or selling, use and/or possession of illegal drugs, counterfeit and designer drugs or alcoholic beverages in the workplace, or when the effects of such drugs may impair an employee's job performance. The inappropriate use of prescription and over-the-counter drugs shall also be prohibited.

Information about any drug and alcohol counseling and/or rehabilitation programs shall be made available to employees. Data will also include the range of penalties (consistent with local, state and federal law), up to and including termination of employment and referral for prosecution that will be imposed on employees who have transgressed the terms of this policy.

Additionally, confidentiality shall be insured as required by state and federal law.

The Superintendent shall biennially review the drug and alcohol abuse prevention program to determine its effectiveness and support appropriate modifications, as needed.

Education Law Sections 913, 1711(5)(e), and 3020-a
Civil Service Law Section 75
Drug-Free Schools and Communities Act
Amendment of 1989
(Public Law 101-226)
20 United States Code (U.S.C.) Section 3171 et seq.

SUBJECT: ALCOHOL, DRUGS AND OTHER SUBSTANCES (STUDENTS)

The Board of Education recognizes that the misuse of drugs and/or alcohol is a serious problem with legal, physical, emotional and social implications for the entire community. Therefore, the consumption, sharing and/or selling, use and/or possession of alcoholic beverages, illegal drugs, counterfeit and designer drugs, or paraphernalia for the use of such drugs is prohibited at any school-sponsored event or on school property at all times. The inappropriate use of prescription and over-the-counter drugs shall also be disallowed. Persons shall be banned from entering school grounds or school-sponsored events when exhibiting behavioral, personal or physical characteristics indicative of having used or consumed alcohol or other substances.

Through the collaborative efforts of staff, students, parents/guardians and the community as a whole, a certifiable comprehensive program shall be developed addressing alcohol and other substances to include the following elements:

Primary Prevention

Preventing or delaying alcohol and other substance use/abuse by students shall be the major focus of a comprehensive K-12 program in which proactive measures of prevention and early intervention are emphasized. This program shall include:

- a) A sequential K-12 curriculum that will be developed and incorporated into the total educational process. This curriculum shall be concerned with education and prevention in all areas of alcohol and other substances uses/abuse;
- b) Training school personnel and parents/guardians to reinforce the components of the policy through in-service and community education programs with up-to-date factual information and materials.
- c) An effort to provide positive alternatives to alcohol and other substances use/abuse through the promotion of drug/alcohol-free special events, service projects and extracurricular activities that will develop a positive peer influence.

Intervention

School-based intervention services shall be made available to all students, grades K-12, and provided by prevention professionals who are appropriately trained in this area. The purpose of intervention is to eliminate any existing use/abuse of alcohol and other substances and to identify students considered to be at risk for use/abuse. Intervention programming shall include:

- a) Counseling of students in groups and as individuals on alcohol and other substance use/abuse. Counselors shall be appropriately trained and skilled school staff assigned for this purpose.
- b) Referring students to community or other outside agencies when their use/abuse of alcohol and other substances requires additional counseling or treatment. Referral is a key link in school and community efforts and the process is basic to the dissemination of information regarding available counseling and health services;
- c) Providing a supportive school environment designed to continue the recovery process for students returning from treatment. A re-entry program may include continuing student and/or family counseling and emphasizing positive alternatives to alcohol and other substance use/abuse.
- d) Developing a parent network to serve as a support group and provide a vehicle of communication for parent education;
- e) Ensuring confidentiality as required by state and federal law.

Disciplinary Measures

Disciplinary measures for students consuming, sharing and/or selling, using and/or possessing alcoholic beverages, illegal drugs, counterfeit and designer drugs, or paraphernalia for the use of such drugs shall be outlined in the District's Code of Conduct.

SUBJECT: ALCOHOL, DRUGS AND OTHER SUBSTANCES (STUDENTS), *continued***Staff Development**

There shall be ongoing training of District staff about the components of an effective alcohol and other substances program. Training shall include, but not be limited to, District policies and regulations and the staff's role in implementing such policies, and regulations. Teachers shall be trained to implement the District's K-12 alcohol and other substance prevention curricula; intervention staff shall be suitably trained to carry out appropriate services.

Implementation, Dissemination and Monitoring

It shall be the responsibility of the Superintendent to implement the alcohol and other substances Board policy by collaboration with school personnel, students, parents/guardians and the community-at-large.

Additionally, copies of Board policy shall be disseminated to District staff, parents/guardians and community members. The Superintendent shall biennially review the drug and alcohol abuse prevention program to determine its effectiveness and support appropriate modifications, as needed.

Drug-Free Schools and Communities Act
Amendment of 1989 (Public Law 101-226)
20 United States Code (U.S.C) Section 3171 et seq.

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: DISTRICT-WIDE MASONRY RECONSTRUCTION

DATE: 6/16/2022

CC: E. PELJATI, J. BOSSE

A request for sealed bids for District-Wide Masonry Reconstruction was advertised in Newsday and the West Islip Bulletin on Thursday, April 26, 2022. This bid was also advertised on the West Islip web site.

A total of Twenty Three (23) bids were picked up by prospective bidders. A total of Twelve (12) were returned. These twelve (12) bids were opened on Tuesday May 24, 2022.

Base Bid GC-1: Masonry Reconstruction (West Islip High School – Warehouse) – A total of seven (7) bids were returned.

RECOMMENDATION:

Based on low bid meeting specifications that **Base Bid No. GC-1 – Masonry Reconstruction (West Islip High School – Warehouse)** be awarded to:

**Five Twelve Restoration, Inc.
119 Covert Avenue
Elmont, NY 11003**

In the following amount:

1. Base Bid No. GC-1: Masonry Reconstruction (WIHS Warehouse)	<u>\$300,000.00</u>
Total Award	<u>\$300,000.00</u>

Base Bid No. GC-2: Masonry Reconstruction (West Islip High School – Open Courtyard) – A total of nine (9) bids were returned.

RECOMMENDATION:

Based on low bid meeting specifications that **Base Bid No. GC-2 – Masonry Reconstruction (West Islip High School – Open Courtyard)** be awarded to:

Five Twelve Restoration, Inc.
119 Covert Avenue
Elmont, NY 11003

In the following amount:

1. Base Bid No. GC-2: Masonry Recon (WIHS Courtyard)	\$135,000.00
2. Add/Alt. No. 1 to GC-2: Tuckpointing (Left Elevation)	\$ 16,000.00
3. Add/Alt. No. 2 to GC-2: Brick Under Windows	\$ 35,000.00
4. Add/Alt. No. 3 to GC-2: Tuckpointing (Right Elevation)	\$ 10,000.00

Total Award **\$196,000.00**

Base Bid No. GC-3: Masonry Reconstruction (Beach Street Middle School – Rotunda) –
A total of six (6) bids were returned.

RECOMMENDATION

Based on low bid meeting specifications that Base Bid No. GC-3 – Masonry Reconstruction (Beach Street Middle School – Rotunda) be awarded to:

Five Twelve Restoration, Inc.
119 Covert Avenue
Elmont, NY 11003

In the following amount:

1. Base Bid No. GC-3: Masonry Recon (Beach St. MS Rotunda)	\$826,000.00
2. Add/Alt. No. 3 to GC-3: Curved Window Sills	\$ 40,000.00

Total Award **\$866,000.00**

Base Bid No. GC-4: – Masonry Reconstruction (Bayview Elementary School) - A total of nine (9) bids were returned

RECOMMENDATION

Based on low bid meeting specifications that Base Bid No. GC-4: Masonry Reconstruction (Bayview Elementary School) be awarded to:

Total Construction Corp.
290 McGuinness Boulevard
Brooklyn, NY 11222

In the following amount:

1. Base Bid No. GC-4: Masonry Reconstruction (Bayview ES)	\$193,000.00
2. Add/Alt. No. 1 to Base Bid GC-4: Additional Masonry Repairs	\$ 5,000.00

Total Award **\$198,000.00**

Base Bid No. GC-5: Masonry Reconstruction (Paul J. Bellew Elementary School) – A total of nine (9) bids were returned.

RECOMMENDATION:

Based on low bid meeting specifications that **Base Bid No. GC-5: Masonry Reconstruction (Paul J. Bellew Elementary School)** be awarded to:

**Total Construction Corp.
290 McGuinness Boulevard
Brooklyn, NY 11222**

In the following amount:

1. Base Bid No. GC-5 – Masonry Reconstruction (Paul J. Bellew)	<u>\$163,000.00</u>
Total Award	<u>\$163,000.00</u>

Base Bid No GC-6: Masonry Reconstruction (Combined – All Schools) – A total of five (5) bids were returned.

In light of the bids received and the fact that they are in excess of the budgeted monies for this project, it is in the best interest of the school district to reject this bid

Bae Bid No. MC-1: Mechanical (Beach Street Middle School) – A total of two (2) bids were returned.

In light of the bids received and the fact they are in excess of the budgeted monies for this project, it is in the best interest of the school district to reject this bid.

INTEROFFICE MEMO

DATE: 6/15/2022
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – BAGELS

Item: Bagels (RFP #595 07/01/22 to 06/30/23)
Publication: Nassau/Suffolk Newsday April 6, 2022
Fund to be Charged: Cafeteria
Bid Opening: April 28, 2022
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 11
Bidding 1

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Bagels in the following dollar amounts:

Modern Italian Bakery	\$5,488.00
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INTEROFFICE MEMO

DATE: 6/15/22
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – BREAD

Item: Bread (RFP #581 07/01/22 to 06/30/23)
Publication: Nassau/Suffolk Newsday April 6, 2022
Fund to Be Charged: Cafeteria
Bid Opening: April 28, 2022
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 3
Bidding 1

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Bread in the following dollar amounts:

Modern Italian Bakery	\$89,353.50
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INTEROFFICE MEMO

DATE: 6/15/22
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E.PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – COFFEE WITH EQUIPMENT

Item: Coffee with Equipment (RFP #590 7/1/22 to 6/30/23)
Publication: Nassau/Suffolk Newsday April 6, 2022
Fund to be Charged: Cafeteria
Bid Opening: April 28, 2022
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 10
Bidding 4

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Coffee with Equipment items in the following dollar amounts:

Colonial Coffee Co.: \$440.26

INTEROFFICE MEMO

DATE: 6/23/22
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS - DAIRY

Item: Dairy (RFP #575 07/01/22 to 06/30/23)
Publication: Nassau/Suffolk Newsday April 6, 2022
Fund to be Charged: Cafeteria
Bid Opening: April 28, 2022
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 23
Bidding 5

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Dairy in the following dollar amounts:

Ace Endico	\$28,790.38
Mivila Foods	\$10,133.22
Totsl	\$38,923.61

INTEROFFICE MEMO

DATE: 6/15/22
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, C. KEARNEY
FROM: ROB NOCELLA, PURCHASING AGENT
RE: DISHWASHER CLEANING SUPPLIES

Item: Dishwasher Cleaning Supplies (RFP #591 07/01/22 to 06/30/23)
Publication: Nassau/Suffolk Newsday April 6, 2022
Fund to be Charged: Cafeteria
Bid Opening: April 28, 2022
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 3
Bidding 1

RECCOMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis School Lunch Manager resulting in the award of contracts to provide Dishwasher Cleaning Supplies in the following dollar amounts:

Ecolab	\$2,371.92
Total	\$2,371.92

INTEROFFICE MEMO

DATE: 6/28/22
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – FROZEN

Item: Frozen (RFP #579 07/01/22 to 06/30/23)
Publication: Nassau/Suffolk Newsday April 6, 2022
Fund to be Charged: Cafeteria
Bid Opening: April 28, 2022
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 23
Bidding 7

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Frozen items in the following dollar amounts:

Ace Endico	\$165,083.23
Mivila Foods	\$ 44,254.06
Total	\$209,337.29

INTEROFFICE MEMO

DATE: 6/24/22
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – GROCERIES

Item: Groceries (RFP #578 07/01/22 to 06/30/23)
Publication: Nassau/Suffolk Newsday April 6, 2022
Fund to be Charged: Cafeteria
Bid Opening: April 28, 2022
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 23
Bidding 5

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Groceries items in the following dollar amounts:

Ace Endico	\$48,717.29
Jaybee Distributors	\$ 5,741.82
Mivila Foods	\$27,762.12
RC Foods	\$ 1,493.40
Total	\$83,714.63

INTEROFFICE MEMO

DATE: 6/15/22
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – ICE CREAM WITH EQUIPMENT

Item: Ice Cream with Equipment (RFP # 572 07/01/22 to 06/30/23)
Publication: Nassau/Suffolk Newsday April 6, 2022
Fund to be Charged: Cafeteria
Bid Opening: April 28, 2022
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 12
Bidding 2

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Ice Cream with Equipment in the following dollar amounts:

American Classic Ice Cream	\$35,570.25
Total	\$35,570.25

INTEROFFICE MEMO

DATE: 6/23/22
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELJATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS - MEAT

Item: Meat (RFP #571 07/01/22 to 06/30/23)
Publication: Nassau/Suffolk Newsday April 6, 2022
Fund to Be Charged: Cafeteria
Bid Opening: April 28, 2022
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 23
Bidding 5

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Meat in the following dollar amounts:

Island Wholesale Meats & Foods	\$11,109.60
Total	\$11,109.60

INTEROFFICE MEMO

DATE: 6/28/22
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – PAPER, DISPOSABLES & CLEANING SUPPLIES

Item: Paper (RFP #570 07/01/22 to 06/30/23)
Publication: Nassau/Suffolk Newsday April 6, 2022
Fund to be Charged: Cafeteria
Bid Opening: April 28, 2022
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 9
Bidding 7

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Paper, Disposables and Cleaning Supplies in the following dollar amounts:

Ace Endico	\$ 288.00
APPCO Paper & Plastics Corp.	\$ 94,558.03
J & F Supplies	\$ 16,434.15
Mivila Foods	\$ 2,955.22
WB Mason	\$ 2,951.94
Total	\$117,187.34

INTEROFFICE MEMO

DATE: 6/15/22
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCIJLA, PURCHASING AGENT
RE: SEALED BIDS – SNACKS NON-COMPLIANT

Item: Snacks Non-Compliant (RFP # 576 07/01/22 to 06/30/23)
Publication: Nassau/Suffolk Newsday April 6, 2022
Fund to be Charged: Cafeteria
Bid Opening: April 28, 2022
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 10
Bidding 6

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Snacks Non-Compliant items in the following dollar amounts:

Ace Endico	\$253.60
Jaybee Distributors	\$280.62
Mivila Foods	\$119.25
Total	\$653.47

INTEROFFICE MEMO

DATE: 6/23/22
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – SNACKS - SMART

Item: Snacks - Smart (RFP #574 07/01/22 to 06/30/23)
Publication: Nassau/Suffolk Newsday April 6, 2022
Fund to Be Charged: Cafeteria
Bid Opening: April 28, 2022
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 10
Bidding 6

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Snacks - Smart items in the following dollar amounts:

Ace Endico	\$139,096.53
Canteen Refreshments	\$ 27,312.00
Jaybee Distributors	\$ 38,197.24
Total	\$204,605.77

CONSULTANT SERVICES CONTRACT

AGENDA ITEM X. D)
BUSINESS ITEMS
RM 7/5/2022

This Agreement is entered into this **1st** day of **July, 2022**, by and between the Board of Education of the West Islip School District (hereinafter the “DISTRICT”), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Da Vinci Education & Research, LLC** (hereinafter the “CONSULTANT”), having a principal mailing address of 550 North Country Road, Suite B, Saint James, New York 11780.

A. TERM

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

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

District-wide services as per attached rate sheet

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

D. COMPENSATION

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

E. INSURANCE

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

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

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Da Vinci Education & Research, LLC

West Islip Union Free School District

BY:



BY: _____

Suzanne Della Director of Business

President, Board of Education



Da Vinci Education & Research
D/B/A Da Vinci Collaborative
2022-2023

Student Services

Specialized Instruction on-site at Da Vinci	\$115/hr
Specialized Instruction (in district/virtual, 1:1)	\$130/session
Specialized Instruction (in district/virtual, group)	\$130 for 1st student/session \$75 for each additional student/session
Student/Teacher Consultation (in district/virtual)	\$210/up to one hr
Student/Teacher Consultation w/Specialized Instruction	\$210/up to one hr
CSE Participation/Team Meetings	\$210/up to one hr
Resource Room Services (in district/virtual)	
-Individual session(1:1)	\$50/per 30 min session
-Group session (2-5)	\$36/per child/ per 30 min session

Student Assessment/Evaluation

Independent Educational Evaluation	\$2,250
-Complete academic evaluation using standardized measures including assessment of all components of reading, writing and math. Comprehensive report findings and suggested recommendations. (CSE Participation not included)	
Functional Academic Assessment and Comprehensive Consult	\$1,800
-Includes records review, initial student screening onsite, student classroom observation, summary report of findings and recommendation, post assessment observation and screening onsite.	
-Psychological/Educational Evaluations and Psychological Evaluations	\$825
-Education Evaluation by Special Educator	\$300

Additional evaluations available upon request. Specific rates will be determined at the time of the request.

Bilingual Assessment Services

Bilingual Psychological Evaluation	\$950
Bilingual Educational Evaluation	\$850
Bilingual Social History	\$350

Report Summary Translated into Spanish	\$300
Translation and Editing of reports	\$100/page

Assistive Technology Services

Assistive Technology Consultation (in district/virtual, 1:1)	\$210/up to one hr
Assistive Technology Consultation (in district/virtual, group)	\$210 for 1st student/up to one hr
	\$40 for each additional student/up to one hr

Full Independent Assistive Technology Evaluation \$1,850

-Education-based evaluation created in direct consultation with all pertinent staff, parents and direct assessment for a specific student. It includes a comprehensive review of documents, artifacts and facilities to best incorporate recommendations into the student's program.
(CSE Participation not included)

Assistive Technology Consultation & Review of Documents \$750

-Includes a consultation with district personnel and review of all related documents. A written report will be included with recommendations.

Assistive Technology Mini-Workshops and Professional Development \$1,000

(excludes Superintendent's Conference Day)
-1 to 2 Hour Staff Development Mini-Workshops

Occupational Therapy Services

Occupational Therapy Session (in district/virtual, 1:1)	\$55/30 min
Occupational Therapy Session (in district/virtual, group)	\$55 for 1st student/30 min
	\$25 for each additional student/30 min

Behavioral Services

Functional Behavior Assessment/Behavior Intervention Plan	\$175/hr
Behavior Consultation (Non-BCBA)	\$125/hr
Behavior Consultation (BCBA)	\$150/hr
Behavior Intervention Service (Non-BCBA)	\$135/hr
Behavior Intervention Service (BCBA)	\$155/hr
Family Training (Non-BCBA)	\$135/hr
Family Training (BCBA)	\$155/hr
ABA and SEIT Services (Home or School)	\$50/30 min
Behavior Counseling	\$75/30 min
Psychotherapy Session (in person/virtual, 1:1)	\$150/hr
Co Parenting Therapy Session (in person/virtual)	\$200/hr
Reunification Therapy Session (in person/virtual)	\$200/hr

Executive Function Mini-Workshop Training \$1,575
-2-3 Hour Staff Development Mini-Workshops

Individual Executive Functioning Training Sessions \$200/hr
-5 session package \$900

Speech-Langauge Services

Speech Evaluation \$600
Speech Therapy Session (in district/virtual, 1:1 or group) \$55/per child/per 30 min

Professional Development and Training Packages

2 to 3 Hour Superintendent's Conference Day Seminar \$2,100
unlimited participants

1 to 5 Day Customized Staff Development Workshops \$3,150/day

Daily Consulting Rates \$2,625/day
per consultant

- Workshop rates are for up to 30 participants. Additional participants will be billed at an individual rate.
- Materials & Printing are an additional cost.

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

and

Supplemental Agreement dated this 1st day of July, 2022 between the West Islip Union Free School District (the “District”), located at 100 Sherman Avenue, West Islip, New York and DaVinci Education and Research, LLC (the “Contractor”) located at 550 North Country Road, Suite B, Saint James, NY 11780.

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

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

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

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

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

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

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

c. “Student Data” means Personally Identifiable Information of a “Student.”

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

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

- a. A student's personally identifiable information cannot be sold or released for any commercial purposes.
- b. Parents have the right to inspect and review the complete contents of their child's education record maintained by the West Islip Union Free School District.
- c. State and federal laws protect the confidentiality of personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- d. A complete list of all student data elements collected by the State is available for public review at
<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>

or a copy may be obtained by writing to:

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

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

Lisa DiSibio, *District Data Coordinator*

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

l.disibio@wi.k12.ny.us

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

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

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

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

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

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2021. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall *return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.*

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

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

- *Non-electronic data stored in locked filing system.*
- *Electronic data is stored in Google workspace and Clickup. Google workspace is subject to regular audits by 3rd party auditors to conform to industry standards for data security, transparency and accountability. Davinci has signed a Business Associate Agreement with Google for HIPAA Compliance. Clickup is hosted entirely on Amazon web services. SOC 2 compliant, PCI compliant and encrypted not allowing 3rd party*

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

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

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

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

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

7. Miscellaneous:

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

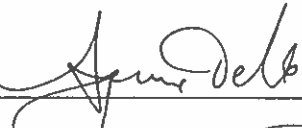
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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

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

DaVinci Education and Research, LLC

West Islip Union Free School District

By: 

By: _____

Print Name: Suzanne Dell'Re

Print Name: _____

Title: Director of Business

Title: _____

Date: 6/22/22

Date: _____

INSTRUCTIONAL SERVICES CONTRACT-SUMMER CONTRACT

This Agreement is entered into this 1st day of July 1, 2022 by and between the Board of Education of the West Islip Union Free School District (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at Michael & Christine Freyer Building, 100 Sherman Avenue, West Islip, New York, 11795, and the East Moriches Union Free School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 9 Adelaide Avenue, East Moriches, New York 11940.

W I T N E S S E T H

WHEREAS the SENDING DISTRICT is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students; and

WHEREAS, the RECEIVING DISTRICT is a public school district within the State of New York authorized to provide educational services to students;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

1. The term of this Agreement shall be from July 1, 2022 through August 31, 2022, inclusive, unless terminated early as provided for in this Agreement. It is understood that neither party is under any obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

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

1. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
2. SENDING DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SENDING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. This indemnity shall survive the termination of this Agreement.

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

C. SERVICES AND RESPONSIBILITIES:

1. The RECEIVING DISTRICT shall provide to the students listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, instruction services and Special Education and Related Services as set forth in each student's Individual Education Plan (IEP), with the exception that the Related Services required in each student's IEP, if any, will be provided by Complete Rehab pursuant to a separate contract to be entered into between Complete Rehab and the SENDING DISTRICT.
 - a. The SENDING DISTRICT shall give written notice to the RECEIVING DISTRICT if the student(s) is to be deleted from the Confidential Schedule A. Such notice shall be given thirty (30) days in advance or as soon as the SENDING DISTRICT becomes aware of the student terminating attendance in the RECEIVING DISTRICT'S program. In the event that a student is deleted during the term of this Agreement, the payment amount owed by the SENDING DISTRICT shall be adjusted accordingly.
2. The services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with State curriculum and standards.
3. The RECEIVING DISTRICT agrees to submit to the SENDING DISTRICT, upon request, progress of the services rendered.
4. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement.
5. The RECEIVING DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
6. The RECEIVING DISTRICT shall make qualified personnel available to participate in meetings via telephone of the SENDING DISTRICT'S Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.

7. The RECEIVING DISTRICT shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act including background checks and fingerprinting of all staff directly providing services to students. If requested, the RECEIVING DISTRICT shall provide the SENDING DISTRICT with the proof of clearance for employment from the New York State Education Department.
8. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to tender full reports concerning the education and progress of the students to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of the students covered by the terms of this Agreement.
9. Upon reasonable prior written notice, the RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.
10. In the event that the parent or person in parental relation to the students receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.
11. The SENDING DISTRICT shall promptly notify the RECEIVING DISTRICT of any modifications of the student's IEP.

D. REPRESENTATIONS:

1. The RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence. Upon the execution of this Agreement, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to the students under this Agreement.
2. In the event that the required license/certification of any agent or employee of the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

E. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for the students receiving services in the amount of the Actual Cost per student based on the services provided by the RECEIVING DISTRICT under the student's current IEP, please see attachment (which is currently estimated at \$5,739.00, but is subject to revision in accordance with the services actually rendered). The cost of the Related Services provided by Complete Rehab, including but not limited to OT and PT, if required under the student(s)' IEP will be billed by Complete Rehab directly to the SENDING DISTRICT.
2. The cost of the Behavior Consultation in School, per student, as per current IEP, will be provided by the Institute for Children with Autism; however if Institute for Children with Autism is unable to provide such services or the parties decide they no longer want Institute for Children with Autism to provide such services, they will be provided by an agency that is mutually agreeable to the parties. The RECEIVING DISTRICT will pay these charges directly to the Institute for Children with Autism, or pursuant to the circumstances above, to an agency that is mutually agreeable to the parties. The SENDING DISTRICT will reimburse the RECEIVING DISTRICT for those charges. THE RECEIVING DISTRICT will provide to the SENDING DISTRICT a copy of the monthly invoices and backup sheets paid by the RECEIVING DISTRICT. These costs will be added to the SENDING DISTRICTS' MONTHLY INVOICE.

F. INSURANCE:

1. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the SENDING DISTRICT (and the Board of Education) as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT, its officers, agents, or employees in connection with the performance of the RECEIVING DISTRICT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence, subject to an annual aggregate of Three Million Dollars (\$3,000,000.00).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. There shall be a thirty (30) day written notice to the SENDING DISTRICT in the event of cancellation or non-renewal.
4. Upon execution of this Agreement, the RECEIVING DISTRICT shall supply the SENDING DISTRICT with a Certificate of Insurance which includes the SENDING DISTRICT (and the Board of Education) as additional insured, a copy

of the Declaration pages of said policy/policies, and a copy of the Additional Insured Endorsement.

G. TERMINATION:

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

H. NOTICES:

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

To Sending District:

Bernadette Burns
Superintendent of Schools
Michael & Christine Freyer Building
100 Sherman Avenue
West Islip, New York, 11795

To Receiving District:

Mr. Dean Mittleman
Superintendent of Schools
East Moriches Union Free School District
9 Adelaide Avenue
East Moriches, New York 11940

I. SUCCESSORS AND ASSIGNS:

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

J. WAIVER OF RIGHTS:

1. 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.

K. SEVERABILITY:

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

L. GOVERNING LAW:

1. 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

M. ENTIRE AGREEMENT:

1. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
2. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

West Islip UFSD

EAST MORICHES UFSD

By:
President, Board of Education

By:
President, Board of Education

Date _____

Date _____



Hempstead UFSD

185 Peninsula Boulevard
Hempstead, NY 11550

INVOICE

92

Invoice Date 05/23/2022
Customer No. 90

Customer / Bill To:
WEST ISLIP PUBLIC SCHOOLS 100 SHERMAN AVENUE WEST ISLIP, NY 11795

Remit To:
Hempstead UFSD 185 Peninsula Boulevard Hempstead, NY 11550 ATTN: Business Office

Phone	Fax	E-Mail Address	Terms	Invoice Amount
516-434-4071		smcmillan@hempsteadschools.org		950.10

Items / Services	Cost Basis	Quantity	Unit Price	Amount
Balance Forward				0.00
HEALTH & WELFARE	H & W	1.00	950.100	950.10
2021/2022 HEALTH & WELFARE				
CRESENT SCHOOL - STUDENT				
ACADEMY CHARTER - STUDENTS				
SACRED HEART - 1 STUDENT				

TOTAL: 950.10

DETACH HERE AND SEND WITH PAYMENT

WEST ISLIP PUBLIC SCHOOLS
100 SHERMAN AVENUE
WEST ISLIP, NY 11795

Invoice No. 92
Invoice Date 05/23/2022
Customer No. 90

Total Due: \$950.10

Mail Payments To:

Hempstead UFSD
185 Peninsula Boulevard
Hempstead, NY 11550
ATTN: Business Office

Amount Enclosed:

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 27th APRIL, 2022 by and between the Board of Education of the West Islip (hereinafter "WEST ISLIP"), having its principal place of business for the purpose of this Agreement at 150 Park Avenue, West Islip, New York, and the Board of Education of the Hempstead UFSD (hereinafter "Hempstead UFSD"), having its principal place of business for the purpose of this Agreement at 185 Peninsula Blvd, Hempstead, New York.

WITNESSETH

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

WHEREAS, certain students who are residents of the WEST ISLIP are attending non- public schools located in Hempstead UFSD,

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

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

1. The term of this Agreement shall be from July 1, 2021, through June 30, 2022, inclusive.
2. Hempstead UFSD warrants that the health and welfare services will be provided by licensed health care providers. Hempstead UFSD further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. Hempstead UFSD further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IBP, if applicable. Hempstead UFSD shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. Hempstead UFSD understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by Hempstead UFSD shall be consistent with the services available to students attending public schools within the Hempstead UFSD; and may include, but are not limited to:

- 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.

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

5. In exchange for the provision of health and welfare services pursuant to this Agreement, WEST ISLIP agrees to pay Hempstead UFSD the sum of \$950.10 per eligible pupil for the 2021-2022 school years.

6. WEST ISLIP shall pay Hempstead UFSD within thirty (30) days of WEST ISLIP 's receipt of a detailed written invoice from Hempstead UFSD. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.

7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, Hempstead UFSD shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by WEST ISLIP shall be prorated accordingly to accurately reflect the period of time services were provided to the student.

8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, Hempstead UFSD shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by WEST ISLIP shall be prorated accordingly to accurately reflect the period of time services were provided to the student.

9. Hempstead UFSD shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non- public school.

10. Both parties agree to provide the State access to all relevant records which the State requires to determine either WEST ISLIP or Hempstead UFSD'S compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.

11. Both parties to this Agreement understand that they may receive and or come into contact with protected health information as defined by the Health Insurance Portability and accountability Act of 1996 (HIPAA) and information protected by the Family Educational Rights

and Privacy Act (FERPA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and shall comply with said Regulations, if applicable.

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

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

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

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

Superintendent of Schools
Hempstead UFSD
185 Main Street
Hempstead, NY 11550

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

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

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

18. This Agreement 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.

19. Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings,

representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

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

21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools of the WEST ISLIP (district of residence).

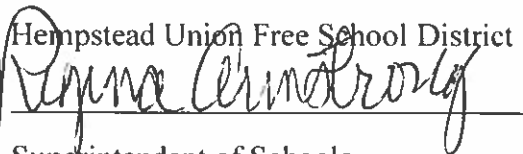
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

West Islip UFSD

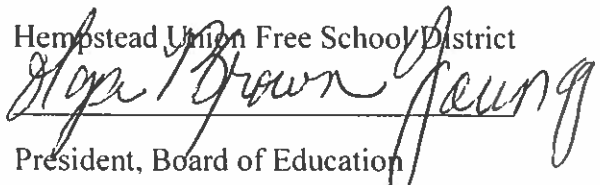
Superintendent of Schools

West Islip UFSD

President, Board of Education

Hempstead Union Free School District


Superintendent of Schools

Hempstead Union Free School District


President, Board of Education

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2022**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Milestones in Homecare, Inc.** (hereinafter the "CONSULTANT"), having a principal mailing address of 24 Roberts Street, Farmingdale, NY 11735.

A. TERM

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

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

NURSING SERVICES AS PER THE ATTACHED RATE SHEET

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

D. COMPENSATION

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

E. INSURANCE

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

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

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Milestones in Home Care, Inc.

West Islip Union Free School District

BY:

Kelly Doyanti

BY: _____

Quote Sheet

2022-2023 West Islip School District Proposal

DESCRIPTION AND FEE FOR SERVICES

Milestones In Home Care, Inc.
24 Roberts Street
Farmingdale, NY 11735
516.293-0051
www.milestonesihc.com

Contact: Kelly Duranti RN, MSN, DON
kd@milestonesihc.com

RN Services \$68.00/hr.

LPN Services \$60.00/hr.

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

Supplemental Agreement dated this 1st day of July, 2022 between the West Islip Union Free School District (the “District”), located at 100 Sherman Avenue, West Islip, New York and Milestones in Home Care, Inc., 24 Roberts Street, Farmingdale, New York 11735. WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the “Agreement”) whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d and 8 NYCRR 121.1; and

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

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

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

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

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

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

c. “Student Data” means Personally Identifiable Information of a “Student.”

d. “Eligible Student” means a Student who is eighteen years or older.

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

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

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

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

or a copy may be obtained by writing to:

Office of Information & Reporting Services

New York State Education Department, Room 863 EBA
89 Washington Avenue
Albany, NY 12234

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

Lisa DiSibio, *District Data Coordinator*

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

ldisibio@wi.k12.ny.us

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

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

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

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the following

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

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

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2023. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.

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

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

Student data will be stored in fire proof filing cabinets & locked all times. Data on our secure, encrypted server is monitored by a security specialist. Only employees who require access to sensitive data are given permission to access.
Student data will only be used for medical orders.

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

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

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

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

7. Miscellaneous:

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

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

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

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

MILESTONES IN HOME CARE, INC.

WEST ISLIP UNION FREE SCHOOL DISTRICT

By: Kelly D'Amato
Print Name: Kelly D'Amato
Title: CEO
Date: 6/6/22

By: _____
Print Name: _____
Title: _____
Date: _____

SPECIAL EDUCATION SERVICES CONTRACT
Education Law § 4401(2)(e)

This Agreement is entered into this 1st day of July 2022 by and between the Board of Education of the West Islip Union Free School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795, and Nassau Suffolk Services for the Autistic, Inc. (NSSA)/The Martin C. Barell School (hereinafter "SCHOOL"), having its principal place of business for the purpose of this Agreement at 80 Hauppauge Road, Commack, NY 11725.

W I T N E S S E T H

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

WHEREAS, the SCHOOL is a private school within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

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

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the SCHOOL shall include, but not be limited to the following:
 - a. To provide full-day instruction and related services as per the Addendum attached as Exhibit "A" in strict compliance with each student's Individualized Education Plan ("IEP");
 - b. SCHOOL agrees to provide individualized instruction to students specified by the DISTRICT in accordance with each student's IEP for the applicable school year;
 - c. SCHOOL agrees to provide individualized instruction based on the principles of applied behavioral analysis to students specified by the DISTRICT, and the services are to be provided by appropriately trained individuals;

- d. SCHOOL agrees to submit to the DISTRICT, on a timely basis, reports of the services rendered;
 - e. SCHOOL shall provide supervision of all employees under this Agreement. SCHOOL shall promptly notify the DISTRICT of any problems, situations or incidents that occur during the provision of services.
 - f. SCHOOL shall make relevant personnel available to participate in DISTRICT 504 and Committee on Special Education ("CSE") meetings, where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.
 - g. SCHOOL shall provide the DISTRICT with a copy of any progress reports, testing and/or observation reports which are prepared in connection with the services provided pursuant to this Agreement.
2. The SCHOOL shall provide the services set forth in this Agreement to those students as provided in Exhibit "A."
 3. SCHOOL shall provide the DISTRICT with a copy of any progress reports, testing, and/or observation reports prepared in connection with the students served.
 4. SCHOOL further agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, New York State and local laws, rules, and regulations.
 5. SCHOOL shall be responsible for appropriate staff orientation and training for all its educational and supporting personnel, including, but not limited to, in-service training related to the provision of educational services to students with disabilities.
 6. All services provided by the SCHOOL to students under this Agreement shall be in accordance with each student's IEP, as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the SCHOOL upon any modification of a student's IEP.
 7. The SCHOOL shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
 8. The SCHOOL shall contact and obtain from the Office of Children and Family Services a letter stating that they have reviewed the State Central Register's records and that they do not find any individuals providing services under this Agreement to be the subject of an indicated case of child abuse and maltreatment as defined in accordance with the provisions and limitations of section 424-a of the Social Services Law, as that statute had been modified by applicable court decisions.
 9. The SCHOOL shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act.

10. The SCHOOL represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The SCHOOL represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
11. At the DISTRICT'S request, the SCHOOL shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the SCHOOL shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
13. The SCHOOL shall maintain its status as an approved special education provider. In the event that the SCHOOL fails to maintain such status, the SCHOOL shall immediately notify the DISTRICT. The DISTRICT shall not be required to pay the SCHOOL for services rendered during any period of time in which the SCHOOL fails to maintain its status as an approved special education provider, and the SCHOOL shall reimburse the DISTRICT for any payments already received for services rendered during said period of time.
14. The SCHOOL shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
15. The SCHOOL will work cooperatively with the DISTRICT's Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The SCHOOL shall make relevant personnel available to participate in meetings of the DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.
16. The SCHOOL shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the SCHOOL in connection with this Agreement, and upon request shall be entitled to copies of same.
17. 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.

18. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
19. The DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the SCHOOL to provide services pursuant to this Agreement.
20. The DISTRICT shall obtain releases or other legal documents necessary for the SCHOOL to render full reports concerning the education and progress of the student(s) to the DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
21. Upon reasonable prior written notice, the SCHOOL shall be subject to visitation by the DISTRICT and/or its designated representatives during the normal business hours of the SCHOOL.
22. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the SCHOOL shall promptly give written notice of same to the DISTRICT.
23. Insurance
 - a. The SCHOOL, at its sole expense, shall procure and maintain the following policies and other insurance as shall be necessary to insure the SCHOOL and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the SCHOOL in connection with the performance of the SCHOOL's responsibilities under this Agreement:

i. Commercial General Liability:

1) Coverage and Limits:

Occurrence	
General Aggregate	\$2,000,000
Products & Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Per Occurrence Limit	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

2) Additional Insured:

WEST ISLIP UNION FREE SCHOOL DISTRICT, Board of Education, employees and volunteers using ISO Form CG2026 or equivalent

3) Extensions – Mandatory:

- a) Sexual Abuse and Molestation Coverage
- b) Contractual Liability extending to indemnification
- c) The general liability is to be primary and noncontributory.
- d) Waiver of Subrogation in favor of the additional insured.

ii. Workers Compensation, Employers' Liability and NYS Disability:

1) Coverage:

Statutory

2) Extensions:

Voluntary Compensation; All States Coverage
Employers Liability - Unlimited

iii. School Leaders Errors & Omissions/Professional Liability Coverage:

1) Limit \$1,000,000 each claim

2) Additional Insured:

WEST ISLIP UNION FREE SCHOOL DISTRICT, Board of Education, employees and volunteers using ISO Form CG2026 or equivalent

iv. Automobile Insurance:

1) Limit \$1,000,000 Combined Single Limit

v. Umbrella Liability

1) Coverage:

Umbrella Form, or Excess Follow Form of primary general liability, Sexual Abuse and Molestation, School Leaders Errors & Omissions/Professional Liability and Automobile Liability.

2) Minimum Limit: \$10,000,000

3) Additional Insured:

WEST ISLIP UNION FREE SCHOOL DISTRICT, Board of Education, employees and volunteers using ISO Form CG2026 or equivalent.

- b. New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the School's discretion. The insurance carrier must have an A.M. Best Rating of at least A, X.
- c. In the event any of the aforementioned insurance policies are materially changed, cancelled or not renewed, the SCHOOL shall notify the DISTRICT in writing within thirty (30) days of such cancellation or nonrenewal.
- d. The policies shall state that the organization's coverage shall be primary, non-contributory coverage for the DISTRICT, its Board, employees and volunteers.
- e. DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or similar such forms to verify endorsement as may be used by the respective insurer. A copy of the endorsement shall be attached to the certificate of insurance.
- f. Upon the execution of this Agreement, the SCHOOL will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees, and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

- g. Failure of SCHOOL to obtain such insurance shall constitute a material breach of this contract.
- h. In the event that any of the insurance coverage to be provided by the SCHOOL contains a deductible, SCHOOL shall indemnify and hold DISTRICT harmless from payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of the SCHOOL.
- i. SCHOOL shall provide the DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SCHOOL further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects SCHOOL to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages DISTRICT sustains as a result of this breach. In addition, SCHOOL shall be responsible for indemnification to DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

C. COMPENSATION:

- 1. The SCHOOL shall be entitled to recover tuition from the DISTRICT for each student receiving services pursuant to this Agreement in accordance with the tuition rate established by the State of Education Department.
 - a. If the tuition rates for this school year are not available at the beginning of that school year, the DISTRICT shall pay the rate applicable to the previous school year until the new rates are set, at which time the parties shall adjust tuition payments so that the DISTRICT shall have paid in accordance with the rates applicable to that current school year.
- 2. Requests for payment by the SCHOOL shall be made by submission of a detailed written invoice to the DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
- 3. The DISTRICT shall pay the SCHOOL within thirty (30) days of receipt of each invoice by the DISTRICT.
- 4. The DISTRICT shall give the SCHOOL notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination

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

2. Defense / Indemnification

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

To District: Mrs. Elisa Pellati
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795

To School: Ms. Diana Mazzeo, Finance Coordinator
Nassau Suffolk Services for Autism
80 Hauppauge Road
Commack, NY 11725

4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
8. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written, agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
9. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
10. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

NASSAU SUFFOLK SERVICES FOR THE
AUTISTIC, INC. (NSSA)/THE MARTIN C.
BARELL SCHOOL



Nicole Weidenbaum
Executive Director

Date: 6/15/22

WEST ISLIP UNION
FREE SCHOOL DISTRICT

President, Board of Education

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2022**, by and between the Board of Education of the West Islip School District (hereinafter the “DISTRICT”), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Nassau Suffolk Services for Autism – The Martin C. Barell School** (hereinafter the “CONSULTANT”), having a principal mailing address of 80 Hauppauge Road, Commack, New York 11725.

A. TERM

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

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

Related Services as per attached 2022-2023 Rate Schedule

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation as per the amounts approved by the Commissioner of Education for the 2020-2021 school year.

E. INSURANCE

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

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

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions

of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Nassau Suffolk Services for the Autistic, Inc
Nassau Suffolk Services for Autism
Nicole Weidenbaum

West Islip Union Free School District

BY: *[Signature]*
Executive Director

BY: _____
President, Board of Education

Date: 6/15/2



NSSA - Rate Schedule for School Year 2022-2023

Name of Provider: Nassau Suffolk Services for the Autistic, Inc. (NSSA)

Contact Name and Title: Bonnie Eisert, Director of Consultation Services
Diana Mazzeo, Finance Coordinator

Address: 80 Hauppauge Road, Commack, NY 11725

Telephone #: 631-462-0386

Fax #: 631-462-4201

Website/E-Mail: www.nssainfo.org

Email: dmazzeo@nssa.net

Type(s) of Related Service and Rate Information for each type of Related Service that would be included in a potential agreement with the District(s):

Type of Related Service: Behavior Intervention Consultation (Indirect)

Rate Information: \$150.00/per hour

Type of Related Service: Behavior Intervention Services-Teacher/ABA Paraprofessional

Rate Information: \$85.00/per hour

Type of Related Service: Parent Training

Rate Information: \$150.00/per hour

Type of Related Service: Parent Training Workshop (Small Group)

Rate Information: \$200.00/per hour

Type of Related Service: Behavior Intervention Services – Teacher (home tutoring/instruction) or Extended Day Services

Rate Information: \$85.00/per hour

Type of Related Service: Behavior Intervention Services-Supervision

Rate Information: \$150.00/per hour

NSSA - Rate Schedule for School Year 2022-2023 (continued)

Type of Related Service: <u>Consultant Teacher or 1:1 Aide</u>	Rate Information: <u>\$85.00/per hour</u>
Type of Related Service: <u>Intensive Clinical Support Instructor</u>	Rate Information: <u>\$100.00/per hour</u>
Type of Related Service: <u>Functional Behavior Analysis</u>	Rate Information: <u>\$150.00/per hour</u>
Type of Related Service: <u>Staff Development and Training</u>	Rate Information: <u>\$200.00/per hour</u>
Type of Related Service: <u>Transition Planning Consultation</u>	Rate Information: <u>\$200.00/per hour</u>
Type of Related Service: <u>Job Coach/Aide</u>	Rate Information: <u>\$85.00/per hour</u>
Type of Related Service: <u>Resource Room/Learning Center</u>	Rate Information: <u>\$85.00/per hour</u>

Supplemental Agreement between the

West Islip Union Free School District

and

Supplemental Agreement dated this 1st day of July, 2022 between the West Islip Union Free School District (the “District”), located at 100 Sherman Avenue, West Islip, New York and **Nassau Suffolk Services for Autism – The Martin C. Barell School**, 80 Hauppauge Road, Commack, New York 11725. . WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the “Agreement”) whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d and 8 NYCRR 121.1; and

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

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

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

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

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

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

c. “Student Data” means Personally Identifiable Information of a “Student.”

d. “Eligible Student” means a Student who is eighteen years or older.

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

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

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

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

or a copy may be obtained by writing to:

Office of Information & Reporting Services

New York State Education Department, Room 863 EBA

89 Washington Avenue

Albany, NY 12234

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

Lisa DiSibio, *District Data Coordinator*

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

l.disibio@wi.k12.ny.us

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

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

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

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the following

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

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

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2023. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall *return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.*

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

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

see attached

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

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

a. In accordance with Education Law §2-d(6) and Section 121.11 of the Regulations, the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.

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

c. In the case of notification to a Parent, Eligible Student, Teacher or Principal due to the unauthorized release of student data by the Contractor, or its subcontractors or

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

7. Miscellaneous:

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

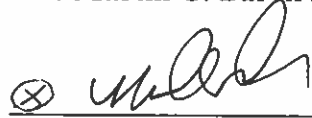
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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

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

Nassau Suffolk Services for the Artistic, Inc.
Nassau Suffolk Services for Autism-
The Martin C. Barell School

West Islip Union Free School District

By:  _____

By: _____

Print Name: Nicole Wendenbaum

Print Name: _____

Title: Executive Director

Title: _____

Date: 6/15/22

Date: _____



Data Security and Privacy Plan

Overview

Student data security and privacy is a critical component of NSSA's ability to make informed, data-based educational decisions that impact the lives of the students we serve. The safe collection, use, protection, and management of the various types of student Personally Identifiable Information (PII) or other sensitive data is critical to our school's operations.

NSSA's information collecting systems are used only to collect and record student data for purposes related to student education, school management, reporting, or other appropriate, school-related purposes. Student PII or other sensitive data requested, collected, captured, generated, stored, or otherwise entrusted to and maintained by NSSA is only shared for legitimate educational purposes with those who are authorized, or as required by law. Reasonable care is taken to ensure that student PII or other sensitive data is never misused or disclosed to unauthorized individuals.

Storage and Security Protections:

- All student data and files that are stored electronically are kept with limited accessibility under password protected files on a server that is encrypted while in motion and at rest.
 - The use of an encrypted drive is employed for all email transmission of student data and information (e.g., OneDrive)
- Account management and access controls. Only the administrator controls the password and has the ability to change the users' password or disable the account
- All non-electronic student data and files are maintained in locked file cabinets and accessible only to staff working on the case (e.g., teacher, case manager, administrator)
- All NSSA staff attend annual and ongoing mandatory training on data security, privacy, HIPAA, and corporate compliance.

NSSA's Additional Commitments as a Third Part Contractor:

- **Contractor Lists** – NSSA will provide a list of all staff working on the contract to the school district representative.
 - NSSA will limit internal access to education records to those individuals who have a legitimate educational interest in such records (e.g., consultant teacher, behavior consultant, supervisor, department director etc.)
 - All NSSA staff attend annual mandatory training on data security, privacy, HIPAA, and corporate compliance.
 - NSSA will not use educational records for any other purpose than those explicitly authorized in the contract.
- **Data Accuracy / Correction Process** – School district personnel or parents who have a concern about the accuracy of data may communicate their concerns via email or phone call to the Executive Director.
- **Incident Reporting** – NSSA contractors will report all security incidents directly to the school district representative.
 - In the unlikely event NSSA is involved in a security incident or breach, NSSA will notify the school district in the most expedient way possible and without unreasonable delay.
- **Contractor Termination** - Upon departure of a contractor from the school district, NSSA will ensure that all sensitive information is collected and returned to the school district or destroyed within a timeframe mutually agreed upon.
- **Keycard and Security Access** - Upon termination of contract or at the request of the school district, NSSA will surrender all identification badges, access cards, equipment and supplies owned by the school district immediately.
 - Equipment and/or supplies retained by NSSA will be documented and authorized by the Executive Director



- **Auditing and Compliance** – NSSA complies with all auditing requirements. All software used by NSSA is properly inventoried and licensed.
- **Disclosure of Sub-Contractors** – NSSA does not use sub-contractors for contracted school district consultation.

Nassau Suffolk Services for the Autistic, Inc.

Company Name

Nicole Weidenbaum, Executive Director

Print Name and Title

06/15/2022

Signature and Date

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July 2022** by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Tender Age Pediatric Therapies** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 1227 Montauk Highway, Oakdale, NY 11769.

A. TERM

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

B. SERVICES AND RESPONSIBILITIES:

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

SEE ATTACHED SERVICES AND FEE SCHEDULE

2. CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged

with any relevant criminal or professional misconduct.

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

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

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

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT :

SEE ATTACHED SERVICES AND FEE SCHEDULE

2. CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The West Islip UDSD shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT , the DISTRICT will be billed for that session unless the DISTRICT provides CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

1. Termination:
 - a. Either CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
 - c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall

not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. DISTRICT , if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT , at its sole discretion, may deem unqualified.

4. Defense / Indemnification

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

5. 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: Mrs. Elisa Pellati
 West Islip UFSD
 100 Sherman Avenue
 West Islip, NY 11795

To Consultant: Lori Teitler-Rivera, President
 Tender Age Pediatric Therapies
 1227 Montauk Highway
 Oakdale, NY 11769

6. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. 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.
8. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
9. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
10. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

11. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
12. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

Tender Age Pediatric Therapies

West Islip Union Free School District

Lori Teitler Rivera, President

By: Lori Teitler-Rivera, President

By: President, Board of Education

Tender Age PT, Inc.

Fees for Services 2022-2023

The following are our agency fees to provide related services in the following areas: OT, PT, speech, vision, social work, ABA, tutoring, etc.:

Individual Sessions: \$45.00 per 30 minute session
Group Session: \$67.00 per 30 minutes for up to 5 students
Consultant Session: \$45.00 per 30 minute session
Monolingual OT/PT Evaluation: \$175.00 per evaluation
Bilingual OT/ PT Evaluation : \$225.00 per evaluation
Monolingual Speech Evaluation: \$225.00 per evaluation
Bilingual Speech Evaluation: \$350.00 per evaluation

The agency will bill district for first absence of a child when therapist is not notified in advance.
The agency will bill district for meetings that the therapist attends.
The agency will bill an additional \$5.00 per session for any child who is seen at a parochial school, private school or at home.

Supplemental Agreement between the

West Islip Union Free School District

and

Supplemental Agreement dated this 1st day of July, 2022 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and **Tender Age Pediatric Therapies** the ("Contractor") located at 1227 Montauk Highway, Oakdale, NY 11769.

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

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

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

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

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

Lisa DiSibio, *District Data Coordinator*

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

l.disibio@wi.k12.ny.us

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

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

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

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

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

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2023. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall *return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.*

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

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

Tender Age Pediatric Therapies stores Data using individualized access protection, encryption, firewalls, virus and malware programs as well as HIPAA compliant digital. Paper records are kept in locked file cabinets in locked file rooms.

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

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

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

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

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

7. Miscellaneous:

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

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

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

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

Tender Age Pediatric Therapies

West Islip Union Free School District

By: *Laura M. Teitelbaum*

By: _____

Print Name: Laura M Teitelbaum-Rivera

Print Name: _____

Title: President

Title: _____

Date: 6/22/2022

Date: _____

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of a pallet of plastic storage bins, steel shelves and shelf posts valued at approximately \$1,000.00 from Maloya Metal Fabrication and Manufacturing, which has been donated to the West Islip High School Engineering and Robotics Lab.

WEST ISLIP UFSD

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: Marc Anderes - Maloya

DONOR ADDRESS: 65A Mall Drive, Commack, NY 11725

DONATION: Cash or Check Goods Service

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

1 pallet of blue plastic storage bins, steel shelves and shelf posts

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

General Fund Extracurricular Fund Trust & Agency Budget Code _____

Anticipated Date of Delivery to the School April 2022

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

Any expected maintenance costs? Yes No Estimated Annual Cost _____

Purpose of the donation? Classroom use

Which building/department will benefit from the donation? Engineering Technology

Principal's/Administrator's Signature & Date  4/22/2022

To be completed by the Business Office:

Board of Education Approval Date _____

Budget Adjustment Recorded _____

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

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

Maloya
65A Mall Drive
Commack, NY 11725

Members of the Board of Education,

We would like to donate excess materials from our manufacturing facility to the Engineering Technology department at West Islip High School. The materials would be very useful in your engineering classes and for the robotics team.

The donated material:

449	@ 17.5"x4"	blue plastic bin
12	17.5" x 7"	blue plastic bin
15	steel chrome finish wire shelves 18" x 36"	
4	shelf upright posts (1 set)	

Approximate value \$1000

Sincerely,

Marc Anderes
VP Operations

Whereas, the meetings of the Board of the West Islip Union Free School District are governed by the New York State Public Officers Law; and

Whereas, Section 103-a of the Public Officers Law authorizes the Board of the West Islip Union Free School District to authorize the use of videoconferencing to conduct its public meetings.

Now therefore, be it resolved, the Board of the West Islip Union Free School District hereby authorizes the use of videoconferencing to conduct its public meetings when members are unable to be physically present due to extraordinary circumstances; and

Now therefore, be it further resolved, that the Board of the West Islip Union Free School District hereby adopts Policy 1512: The Use of Videoconferencing at Public Meetings which shall govern the use of videoconferencing to conduct public meetings of the Board of West Islip Union Free School District.

RESOLVED, that the main driveway at Udall Road Middle School be named the "Harold L. 'Hal' Anderson Way.

6/10/22

MEMORANDUM OF AGREEMENT

Except as modified herein, the contract between the Board of Education, West Islip Union Free School District ("District") and the West Islip Teachers' Association ("WITA"), expiring June 30, 2022, shall remain in full force and effect.

This Memorandum of Agreement shall be subject to ratification by the Board of Education and the membership of the unit. The parties' respective negotiating teams agree to recommend such ratification to their principals.

1. **Term:** July 1, 2022 to June 30, 2023.
2. **Preamble:** Delete "June 27, 2019" and replace with the date of the Board of Education approval, and delete "2018" and "2022" and replace with "2022" and "2023," respectively.
3. **Article I:** Delete from the fourth paragraph "2022" and replace with "2023."
4. **Article XXIII, Paragraph A:** Re-title as "SALARY SCHEDULES FOR 2022-2023 SCHOOL YEAR." Delete everything after the first paragraph and replace with:

Effective July 1, 2022: the 2021-22 salaries shall be increased by two (2%) percent, plus step.
5. **Article XXIV, Paragraph A.1:** Delete the first sentence and replace with: "Employees shall be required to contribute 18% of the cost of premium for both individual and family coverage under the Empire Plan, CORE Plus Enhancements, or its equivalent."
6. **Article XXIV, Paragraph A.3:** Delete the third, fourth and fifth sentences and replace with: "All such payments shall be made at the end of each fiscal year."
7. The 2021-22 rates of compensation for the following Articles shall be increased by two (2%) percent:
 - Article VI, Paragraph G;
 - Article XVI, Paragraph B.1 and Paragraph E;
 - Article XXIII, Paragraphs B, D, and E;
 - Article XXIX;
 - XXXI; and
 - XXXIII.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day 24
of June, 2022.

WEST ISLIP UNION FREE
SCHOOL DISTRICT

WEST ISLIP TEACHERS' ASSOCIATION

By: Bernadette M. Burns
Ms. Bernadette M. Burns
Superintendent of Schools

By: Jay Dixon
Mr. Joseph Dixon
President

Karen Des

Karen McCarthy

B.A.C.

[Signature]

P.K.