

AGENDA



BOARD OF EDUCATION

January 5, 2023

Beach Street Middle School
17 Beach Street

Submitted by:
Dr. Paul Romanelli
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
January 5, 2023

Beach Street Middle School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **DISCUSSION**
 - A) Capital Reserve Vote
- V. **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.*
- VI. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the December 8, 2022 Regular Meeting.
- VII. **RECOGNITION**
 - A) **Athletic**
 - Girls Varsity Gymnastics All County ~ *Emily Ball, Amelia DiBenedetto, Victoria Mueller*
 - Girls Varsity Tennis All County ~ *Katherine Fix, Abigail Lam*
 - Girls Varsity Soccer All County ~ *Isabella Tomeo*
 - Boys Varsity Soccer All County ~ *Derek Gildard, Aidan Lodie*
 - Boys Varsity Soccer All County Academic ~ *Vincent Grieco*
 - Boys Varsity Volleyball All County ~ *Colin Beanland, Erick Burciaga, Graham LaBeck, Seamus Smith*
 - Boys Varsity Volleyball All County Tournament Team ~ *Graham LaBeck, Seamus Smith*
 - Girls Varsity Volleyball All County ~ *Lola Konopa*
 - Girls Varsity Volleyball All County Academic ~ *Bradyann Alessi, Emma Fallon*
 - Varsity Football All County ~ *Patrick Keenan, Christopher Piropato*
 - Varsity Field Hockey All County ~ *Gabriel Abbatiello, Kelsey McCabe*
 - Varsity Field Hockey All County Honorable Mention and All Tournament ~ *Emma Carangi, Avery Lanzarotta*
 - B) **Music**
 - Marissa Beyhl, Ruth Boucher, Carlie Brunengraber, Lianna Crisci, Jack Dyer, Vivian Gallagher, Isabella Grimaldi, Thomas Kerrigan, Nicholas Locurto, Kevin Mauri, Lauren McCann, Christopher Palazzo, Braden Pritchard, Caitlyn Salus, Sophia Stehlik, Aaron Tomasello*
- VIII. **PERSONNEL**
- IX. **CURRICULUM UPDATE**
- X. **REPORT OF BOARD COMMITTEES**
 - A) Education Committee {1/3/2023}
 - B) Finance Committee {1/3/2023}
 - C) Special Education Committee {1/4/2023}
- XI. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Request for Proposal
 - 1. #2300 School Bus/Van Transportation
 - C) Approval of Contracts 2022-2023
 - 1. Donna Geffner, Ph.D., CCC-SP/A Consultant Services
 - 2. Long Island Tutorial Services Consultant Services
 - 3. Pal-O-Mine Equestrian, Inc. Consultant Services
 - 4. South Huntington UFSD Agreement
 - D) Approval of Surplus
 - 1. Timpani drum – West Islip High School

XII. PRESIDENT'S REPORT

A) Approval of Resolutions

1. Receipt of the Independent Accountant's Reports on Information Technology Detailed Testing dated November 18, 2022 and the Risk Assessment Update Report dated December 8, 2022 from Cullen & Danowski, LLP
2. Recommendation that the Board of Education approve the Corrective Action Plans in response to the internal auditors' reports dated November 18, 2022 and December 8, 2022, submitted by the Assistant Superintendent for Business
3. State Environmental Quality Review Act – SEQRA Resolution – replacement and upgrade of existing fire alarm devices and associated wiring at West Islip High School; and the construction of a new parking lot addition at Paul J. Bellew Elementary School

B) Approval of Personnel for Special District Meeting – January 24, 2023

XIII. SUPERINTENDENT'S REPORT

XIV. NOTICES/REMINDERS

XV. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

XVI. 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.*

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

XVIII CLOSING - Adjournment

REGULAR MEETING OF THE BOARD OF EDUCATION
December 8, 2022 – Beach Street Middle School

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

ABSENT: None

ADMINISTRATORS: Dr. Romanelli, Mrs. Morrison, Mrs. Pellati, Mr. Taylor

ABSENT: None

ATTORNEY: Mr. Volz

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

ANNOUNCEMENTS:

Mr. Tussie announced that he attended the Energy Manufacturing Expo at the Cradle of Aviation with Dr. Romanelli and how they both learned about alternative energy and manufacturing companies on Long Island. On behalf of the district, Mr. Tussie congratulated West Islip Senior, Robert Mineo, who presented at the Expo and spoke about his engineering internship experience. Mr. Tussie expressed how proud the district is of Robert's accomplishments and how he represented the district.

Mr. Tussie announced that the district is being proactive and sending a letter to Governor Hochul regarding providing parents with choice regarding vaccines and masks. The letter to the Governor will be posted to the district website.

Mr. Tussie also announced that under the President's Report on the board agenda, the Board will be approving holding a vote on Tuesday, January 24, 2023, from 7:00 a.m. to 9:00 p.m. regarding capital improvements consisting of installing air conditioning districtwide and replacing fire alarms at the elementary and middle schools.

The following residents spoke at the beginning of the meeting:

Robert Mineo - Robert is a high school senior and praised the high school teachers in aiding in his development as an inspiring engineer. Robert also spoke about the outstanding high school teachers and their efforts on behalf of the students to help them stand out among others and assist them when applying to colleges and obtaining internships.

John Howard - Mr. Howard recommended that the district consider using the high school electronic sign to post the date and time of the monthly board meeting and would like other schools to have signs too. Mr. Howard would like the board to consider increasing the time that residents speak at the meeting from three minutes to four or five minutes. Mr. Howard also spoke about security concerns at the Masera property.

APPROVAL OF MINUTES

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve the minutes of the November, 2022 Planning Session.

PERSONNEL

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve the 12/8/22 Personnel Agenda as listed below:

TEACHERS

T-1 REGULAR SUBSTITUTE

Daniel Sarfin, Mathematics
Effective November 28, 2022 through June 30, 2023
(Udall; Step 0.5 4; replacing Melanie Vecchione {LOA})

Julia DePompeo, Family and Consumer Science
Effective January 9, 2023 through June 30, 2023
(Beach and West Islip High School; Step 0.5 4; replacing Janine Lalia {resigned})

T-2 CHILD-REARING LEAVE OF ABSENCE (unpaid)

Melanie Vecchione, Mathematics
Effective December 9, 2022 through June 30, 2023
(Udall)

TEACHING ASSISTANTS

TA-1 PROBATIONARY APPOINTMENT (AMENDED)

Caroline Conte, Computer
Effective November 29, 2022 to November 28, 2026
(Manetuck; change in Step from 1 to 5)

CIVIL SERVICE

CL-1 CHANGE IN TITLE

Thomas Panico, Groundskeeper III
Effective December 9, 2022
(Grounds; Step 12; change from Acting Groundskeeper III)

CL-2 PROBATIONARY APPOINTMENT

Kathleen Mango, Special Education Aide
Effective December 9, 2022
(High School; Step 1; replacing Madison Mills {resigned})

CL-3 RESIGNATION

Sarah Pfenning, Biotechnology Lab Aide
Effective January 20, 2023
(High School)

CL-4 SUBSTITUTE CUSTODIAN (\$15.00/hr)

*Peter McAtee, effective December 9, 2022

**Conditional pending fingerprinting clearance*

CL-5

RETIREMENT

Paul Hunter, Guard
Effective October 31, 2022
(37 years)

OTHER

PERMANENT SUBSTITUTE TEACHER RESIGNATION

Daniel Sarfin, Udall Middle School
Effective November 24, 2022

SUBSTITUTE TEACHER

Craig Perrino, effective November 30, 2022, leave replacement (\$253.28 per diem)

SUBSTITUTE TEACHER (\$130 per diem)

*Kristen Alo, effective December 9, 2022, *student teacher*
*Caitlin Anetrella, effective January 23, 2023, *student teacher*
Sophia Asofsky, effective January 30, 2023, *student teacher*
Emily Carlo, effective December 9, 2022, *student teacher*
Colleen Grover, effective December 9, 2022, *student teacher*
Jacqueline Kanapes, effective January 30, 2023, *student teacher*
Kaya Konopa, effective January 23, 2023, *student teacher*
*Sydney Leone, effective December 9, 2022
*Isabella Magaraci, effective January 9, 2023, *student teacher*
*Daria Majkrzak, effective March 20, 2023, *student teacher*
*Nicole O'Connor, effective January 23, 2023, *student teacher*
Brayan Portillo, effective January 25, 2023, *student teacher*
*Brianna Sorice, effective January 23, 2023, *student teacher*

**Conditional pending fingerprinting clearance*

CURRICULUM

Mrs. Morrison informed the audience that Pre-K registration for 2023-2024 will take place online from 1/3/2023 to 2/3/2023, and postcards will be sent to households that may have a prekindergarten student. If there are any questions, residents should call the Registrar's office. Mrs. Morrison advised that students who register would have placement in the Pre-K program and that there are 40 spots available in each of the four school buildings, any students above the 40 will be placed in a community-based organization that the district partners with. Kindergarten registration will take place from 12/5/22 to 1/16/23 via the district website and students that registered for the Pre-K program do not have to submit any additional paperwork.

Mrs. Morrison spoke about the New York State ELA/Math test for Grades 3-8 and advised that they will be administered via chrome books this year and practice for these tests will begin in January. Mrs. Morrison also spoke about the learning experiences taking place throughout the district and wished everyone a happy holiday and healthy New Year.

Health and Wellness Committee: Peter McCann reported on the meeting held 11/15/2022. Items reviewed included financial report, 2022 Color Run, researching articles for newsletter and December Family Connect Night. Other items discussed were the Narcan Training Event at the West Islip Fire Department and West Islip Public Library Cyber Safety presentation for teens on 11/22/22. Mr. McCann advised that the West Islip Staff Breast Cancer Awareness Fundraiser donated \$1,940.00 to the West Islip Breast Cancer Coalition bringing the 20 year donated amount to \$45,660.00. The next meeting will take place on Tuesday, January 10, 2023 at 9:30 a.m. in the cafeteria at P.J. Bellew Elementary School.

Education Committee: Richard Antonello reported on the meeting held 12/6/22. Items reviewed included CSIP for Class of 2023, Pre-K registration, Equity Committee meeting 12/5/22, Pilot Heggerty Program: Pre K & K Classrooms, update of reading and math intervention report cards at K-5 level, update of ENL report cards, and course catalog/selection process at high school for 2023-2024.

Finance Committee: Grace Kelly reported on the meeting held on 12/6/22. Items reviewed included the September and October treasurer's report, October extra-curricular, October payroll summary, November internal claims report, November system manager audit report, payroll certification forms, surplus and donations. Mrs. Pellati advised that the Audit Committee would meet on 12/8/22 to discuss the detailed testing done on the Technology department and the annual risk assessment for the district. Other items discussed were the RFP for transportation, results will be on the January Board agenda, and the Capital Reserve Proposition vote will be held Tuesday, January 24, 2023 at the West Islip HS gymnasium.

Special Education Committee: Debbie Brown reported on the meeting that took place on 12/6/22. The committee discussed student placements and the upcoming tour of special education programs scheduled for December 12. The next committee meeting will be January 4, 2023.

Audit Committee: Anthony Tussie reported on the meeting held 12/8/22. The district's external auditors, Cullen & Danowski, LLP discussed the detailed testing done on the Technology department and the annual risk assessment for the district.

FINANCIAL MATTERS

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve 2022-2023 General Fund budget transfers 4261-4267 and Capital Fund budget transfers 4258-4260.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Surplus – miscellaneous books – West Islip High School.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolutions: donation of varsity lacrosse jerseys from WI Varsity Lacrosse Booster Club valued at \$3,000; donation of \$500 for the Noelle Kuchler Performing Arts/Music scholarship from Dorothy Kuchler.

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of 45 Varsity Lacrosse jerseys valued at approximately \$3,000.00 from the West Islip Varsity Lacrosse Booster Club, which has been donated to the West Islip High School Varsity Lacrosse team.

WHEREAS, the West Islip Union Free School District is in receipt of a \$500 scholarship from Dorothy Kuchler, which has been donated to a West Islip High School senior performing arts/music student.

PRESIDENT'S REPORT

Mr. Tussie advised that the approval of the Winkler Real Estate Amendment #12 to the contract will be tabled for further discussion.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolution re: destruction of unused and full ballot booklets from the May 17, 2022 election.

RESOLUTION

Upon the order of the commissioner of education per Education Law §2034(6), when a period of six months from the date of election has elapsed without any proceeding being commenced in regard to such election, the board of education may by written resolution order the destruction of unused ballots and full ballot booklets.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby approves, the destruction of unused full ballot booklets not used at the May 17, 2022 election.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolution re: Special District Meeting - January 24, 2023.

Board Resolution for Special District Meeting

BE IT RESOLVED, that the Board of Education of the West Islip Union Free School District hereby approves, as follows:

Section 1. A Special District Meeting of the qualified voters of the West Islip Union Free School District, in the County of Suffolk, New York (the "District"), shall be held within the District, on Tuesday, January 24, 2023, in the West Islip High School, 1 Lions Path, West Islip, New York 11795 as provided in the Notice calling said Special District Meeting (hereinafter "Notice"). The voting at such Special District Meeting shall be by voting machine, as provided by the Education Law, and the polls shall remain open from 7:00 a.m. to 9:00 p.m. on said day and as much longer as may be necessary to enable the voters, then present, to cast their votes.

Section 2. The business to be acted upon at said Special District Meeting shall be as stated in the Notice thereof; and the District Clerk is hereby authorized and directed to cause the Notice of said Special District Meeting to be published in "Newsday" and "Islip Bulletin," two newspapers each having a general circulation within the District, such publications to be at least made four (4) times within the seven (7) weeks next preceding such Special District Meeting, the first publications to be at least forty-five (45) days prior to the date of said Special District Meeting.

Section 3. All other dates and times as more fully set forth in such Notice are hereby approved by the Board of Education.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolution re: Notice of Special Meeting (resolution in supplemental file).

SUPERINTENDENT'S REPORT

Dr. Romanelli advised that he has continued to travel around the district and check on the programs going on throughout the buildings. Dr. Romanelli visited the planetarium along with the third graders at Paul J. Bellew and shared how this was an example of engaged learning and excitement in learning. Dr. Romanelli also advised that the district does plan to host some community trips to the planetarium this year.

Dr. Romanelli spoke about his visit to the Alternative School at the West Islip High School and thanked all the educators that are part of this program. Dr. Romanelli explained that this school is for students who are not thriving in the regular high school setting, and how having this program helps students excel in academics.

Dr. Romanelli also spoke about the music concerts he has attended throughout the years and how West Islip is a level up and how proud he is of the district's Music department.

Dr. Romanelli informed the audience that the letter referenced by Mr. Tussie to Governor Hochul, will be sent out to the community tomorrow and will be posted on the district website.

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

John Piropato - Mr. Piropato is a representative for the Baseball Club and asked if there would be any upgrades to the baseball and softball stadium. Dr. Romanelli and Mr. Tussie advised that there have been discussions regarding this and that it is on the list, but the top projects are air conditioning and fire alarms.

Veronique Wallrapp - Mrs. Wallrapp thanked the Board for sending the letter to Governor Hochul and for having the upcoming vote regarding air conditioning for the schools. Mrs. Wallrapp asked if there have been any decisions regarding armed guards in the schools. Dr. Romanelli advised that the district currently has a School Resource Officer that is split with the Brentwood School District and the possibility of having the Suffolk County Police Department full time. Mrs. Wallrapp spoke about the summer reading program and how students may have regressed and Mrs. Morrison advised that there was great success with the program.

Kathryn Abbatiello - Mrs. Abbatiello inquired about the policy change regarding students not having to change into gym cloths. Dr. Romanelli advised that this was a collaborative effort on the part of Mr. Horan who reached out to other districts regarding the policy and many districts do have the same policy. The physical education teachers also felt that it was time to move away from the prior policy.

Laura Vetere - Mrs. Vetere asked what Plan B would be if Governor Hochul mandates masks and vaccines and suggested the district obtain legal representation for the students. Dr. Romanelli advised that other districts would be writing letters and would be proactive as well, and that this is only Phase I, and the district will stay ahead of this. Mr. Tussie advised that the district would continue to be proactive and support the students.

Claudia Worley - Mrs. Worley spoke about special education and how the district is moving in the right direction and inquired about adding ICT classrooms to each building ideally at the elementary schools. Dr. Romanelli explained that the district is presently in the budget process and will be having conversations about this. Mr. McCann spoke about how every child should have the opportunity to have the environment that is best for them in their own building and those discussions are ongoing.

Mr. Tussie expressed how grateful he is for Dr. Romanelli and for all the work that the staff has done for the students. On behalf of the board, Mr. Tussie expressed how the board is committed to the students and staff and wished everyone a Merry Christmas, Happy Hanukkah and a Happy and Healthy New Year.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Executive Session at 8:29 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 10:24 p.m. on motion by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor.

Motion was made by Richard Antonello, seconded by Debbie Brown and carried when all Board members present voted in favor to approve resolution re: Chief School Physicians – Dr. Puglisi and Dr. Grillo as Chief School Physicians at a total cost of \$20,000 per year, prorated in year one.

RESOLUTION:

Resolved, the Board of Education hereby approves Chief School Physicians, Dr. Puglisi and Dr. Grillo as Chief School Physicians at a total cost of \$20,000 per year, prorated in year one.

Motion was made by Peter McCann, seconded by Richard Antoniello and carried when all Board members present voted in favor to approve resolution re: Settlement Agreement.

RESOLUTION:

Resolved, the Board of Education hereby approves the Settlement Agreement for SED File No. 38018, subject to review and approval by District Counsel, and authorizes the Board President and Superintendent of Schools to execute the Agreement on behalf of the District.

Meeting adjourned at 10:26 p.m. on a motion by Richard Antoniello, seconded by Peter McCann and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Flock
District Clerk

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

DRAFT

PERSONNEL:

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

TEACHERS

T-1 PROBATIONARY APPOINTMENT

Keri Magennis , Elementary
Effective January 1, 2023 to August 28, 2026
(Bayview; Step 1A¹, Replacing Paul Pekurney {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)

Alysha Walker, Elementary
Effective August 29, 2022 to August 28, 2025
(Paul J Bellew; change in effective date from August 29, 2022 to August 28, 2026)

T-3 LEAVE OF ABSENCE (unpaid)

(Pursuant to the Family Medical Leave Act of 1993-
12-week continuous medical coverage)

Tatiana Lisica, ESL
Effective January 3, 2023 through March 27, 2023
(Oquenock and Udall)

CIVIL SERVICE

CL-1 CHANGE OF TITLE

Maria Corso, Special Education Aide
Effective December 19, 2022
(High School; Step 3; change from Cafeteria Aide)

CL-2 LEAVE OF ABSENCE (unpaid)

Cathleen Cronin, Special Education Aide
Effective January 9, 2023 through January 23, 2023
(Paul J. Bellew)

CL-3 PROBATIONARY APPOINTMENT

*Mary Gorman, Part-Time Food Service Worker
Effective January 9, 2023
(Beach Street; \$15.90/hr; replacing Kate Klariatis)

**Conditional pending fingerprinting clearance*

CIVIL SERVICE, continued

PROBATIONARY APPOINTMENT, continued

- CL-3 *Jean Pozzini, Special Education Aide
 Effective January 3, 2023
 (Paul J. Bellew; Step 1; replacing Nancy Corso {leave})
- *Tangerine Schmitt, Special Education Aide
 Effective January 3, 2022
 (High School' Step 1; {new position})

CL-4 RESIGNATION

- Susanne Camilleri, Senior Office Assistant
Effective February 4, 2023
(High School)
- June Connell, Account Clerk
Effective January 7, 2023
(District Office)
- Laurie Donnelly-Parsons, Health Aide
Effective January 7, 2023
(Beach Street)

OTHER

MENTOR PROGRAM 2022-2023 (AMENDED)

- Mentor (\$1051 Stipend) pro-rated
Cynthia LaPrarie (Jacquelyn Manley, Elementary)
(replacing Rebecca Burseson; approved at BOE meeting November 22, 2022)

CLUBS/ADVISORS 2022-2023

UDALL ROAD MIDDLE SCHOOL

Drama Director, Shane O'Neill

DRIVER EDUCATION 2022-2023

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

AMEND SUBSTITUTE TEACHER (\$130 per diem)

*Daria Majkrzak, effective January 6, 2023 (amend start date), *student teacher*

SUBSTITUTE TEACHER (\$130 per diem)

*Milton Bonilla, effective January 6, 2023
*Dorothy Tripp King, effective January 6, 2023

**Conditional pending fingerprinting clearance*

WEST ISLIP UFSD
 2022-2023 Budget Transfers - Capital Fund
 School Board Meeting - January 5, 2023

AGENDA ITEM XI. A)
 BUSINESS ITEMS
 RM 1/5/2023

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4268	12/06/2022	<i>For consult & evaluation for incapacitating illness</i>			
		A 1430.415-109-5699	LEGAL ADVERTISING	2,868.91	
		A 2250.411-999-4299	TUITION	2,131.09	
		A 1430.423-999-4199	PROF & TECHNICAL SERVICES - PERSONNEL		5,000.00
4269	12/08/2022	<i>For legal settlement</i>			
		A 2110.120-119-4499	K-3 TEACHERS - BAYVIEW	11,000.00	
		A 1420.423-109-4499	LEGAL FEES - RETAINER & PER DIEM		11,000.00
DEBIT/CREDIT TOTALS				16,000.00	16,000.00
NET AMOUNT					-

Approved: Paul Romanelli Date: 12/21/22
 Dr. Paul Romanelli, Superintendent of Schools

INTEROFFICE MEMORANDUM

TO: DR PAUL ROMANELLI
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: SCHOOL BUS TRANSPORTATION

DATE: 12/12/2022

CC: E. PELLATI

A request for proposal for Home to School Van and Bus School Year, Summer, Athletics and Field Trip Transportation for the West Islip School District was advertised in the Islip Bulletin on Thursday, November 3, 2022. This request for proposal was also advertised on the West Islip website.

A total of one (1) request for proposal was mailed to a prospective proposer. A total of one (1) was returned. This one (1) proposal was opened on November 22, 2022.

RECOMMENDATION:

Based on the proposal best meeting the needs of the West Islip UFSD that the contract for Home to School Van and Bus School Year, Summer, Athletics and Field Trip Transportation is awarded to:

Suffolk Transit Service, Inc.

Please contact me with any questions.

West Islip UFSD
 School Bus/Van Transportation
 RFP #2300, 12/1/22

	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>	<u>2027-2028</u>
District Fuel - 5 Year					
14 (5) Hr. Buses (66 Pass)	\$ 1,449,697.20	\$ 1,522,182.20	\$ 1,598,291.80	\$ 1,678,206.60	\$ 1,762,117.00
7 (6) Hr. Buses	\$ 753,428.20	\$ 791,099.40	\$ 830,654.30	\$ 872,186.70	\$ 915,796.00
1 (4) Tahoe	\$ 71,292.60	\$ 74,857.20	\$ 78,600.10	\$ 82,530.10	\$ 86,656.60
21 (4) Hr. Vans	\$ 1,663,496.10	\$ 1,746,670.80	\$ 1,834,003.50	\$ 1,925,704.20	\$ 2,021,989.20
9 (5) Hr. Vans	\$ 743,733.90	\$ 780,921.00	\$ 819,967.50	\$ 860,966.10	\$ 904,014.00
3 (6) Hr. Vans	\$ 258,182.10	\$ 271,091.10	\$ 284,645.70	\$ 298,878.00	\$ 313,821.90
2 (4) Hr. W/C Vans	\$ 168,417.80	\$ 176,838.60	\$ 185,680.60	\$ 194,964.60	\$ 204,712.80
1 (5) Hr. W/C Van	\$ 84,208.90	\$ 88,419.30	\$ 92,840.30	\$ 97,482.30	\$ 102,356.40
Cost for 17 (4) Hr. Attendent	\$ 604,030.40	\$ 634,232.60	\$ 665,944.40	\$ 699,242.30	\$ 734,204.50
Cost for 3 (5) Hr. Attendent	\$ 118,669.80	\$ 124,603.20	\$ 130,833.30	\$ 137,375.10	\$ 144,243.90
Total	\$ 5,915,157.00	\$ 6,210,915.40	\$ 6,521,461.50	\$ 6,847,536.00	\$ 7,189,912.30
					5 Year Total \$ 32,684,982.20
Contractor's Fuel - 5 year					
14 (5) Hr. Buses (66 Pass)	\$ 1,556,746.80	\$ 1,634,584.00	\$ 1,716,313.20	\$ 1,802,129.00	\$ 1,892,235.80
7 (6) Hr. Buses	\$ 806,951.60	\$ 847,298.90	\$ 889,663.60	\$ 934,146.50	\$ 980,854.00
1 (4) Hr. Tahoe	\$ 78,001.30	\$ 81,901.40	\$ 85,996.50	\$ 90,296.30	\$ 94,811.10
21 (4) Hr. Vans	\$ 1,820,030.10	\$ 1,911,031.50	\$ 2,006,583.60	\$ 2,106,913.20	\$ 2,212,259.70
9 (5) Hr. Vans	\$ 810,802.80	\$ 851,343.30	\$ 893,910.60	\$ 938,606.40	\$ 985,536.90
3 (6) Hr. Vans	\$ 280,532.70	\$ 294,559.20	\$ 309,287.10	\$ 324,751.50	\$ 340,989.00
2 (4) Hr. W/C Vans	\$ 183,320.20	\$ 192,486.20	\$ 202,110.60	\$ 212,216.20	\$ 222,827.00
1 (5) Hr. W/C Vans	\$ 91,660.10	\$ 96,243.10	\$ 101,055.30	\$ 106,108.10	\$ 111,413.50
Cost for 17 (4) Hr. Attendent	\$ 604,030.40	\$ 634,232.60	\$ 665,944.40	\$ 699,242.30	\$ 734,204.50
Cost for 3 (4) Hr. Attendent	\$ 118,669.80	\$ 124,603.49	\$ 130,833.60	\$ 137,375.40	\$ 144,244.20
Total	\$ 6,350,745.80	\$ 6,668,283.69	\$ 7,001,698.50	\$ 7,351,784.90	\$ 7,719,375.70
					5 Year Total \$ 35,091,888.59

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 **Donna Geffner, Ph.D., CCC-SP/A** (hereinafter the “CONSULTANT”), having a principal mailing address of 19 Nightingale Court, Manhasset, NY 11030.

A. TERM

1. The term of this Agreement shall be from **July 1, 2022 through June 30, 2023** and 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:

DISTRICTWIDE EVALUATIONS

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 the attached Rate Sheet.

E. INSURANCE

1. CONSULTANT, at its sole expense, shall maintain during the term of this Agreement insurance in the types and limits as more fully set forth in the attached Appendix A and Appendix B.

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.

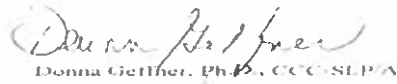
K. ENTIRE AGREEMENT

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.

Donna Geffner, PH.D., CCC-SP/A

West Islip Union Free School District



Donna Geffner, Ph.D., CCC-SP/A

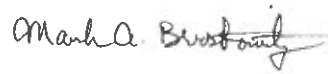
BY: _____

BY: _____

Donna Geffner, PH.D., CCC-SP/A

President, Board of Education

Appendix “A”

MEMORANDUM OF INSURANCE				Date Issued 10/25/2022	
Producer Mercer Consumer, a service of Mercer Health & Benefits Administration LLC P.O. Box 14576 Des Moines, IA 50306-3576 1-800-375-2764		This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.			
Insured Donna Geffner 1025 Northern Blvd Roslyn, NY 11076		Company Affording Coverage Liberty Insurance Underwriters Inc.			
<p>This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.</p> <p>The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.</p>					
Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability SpeechLangH SE Speech Language Pathologist Audiologist	AHY-512062012	11/01/2022	11/01/2023	Per Incident/ Occurrence	\$2,000,000
				Annual Aggregate	\$5,000,000
PROOF OF INSURANCE					
Memorandum Holder: PROOF OF COVERAGE ONLY			Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.		
			Authorized Representative Mark Brostowitz		
					

Appendix “B”



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP



Certificate of Insurance

OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Email Date: 06/29/22

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
CNA Inc	ATL	HL	31 00101555	From 01/01/2021 to 12/31/2022

Name Insured and Address

Dr. N. S. PETER
1100 W. 10th St
Birmingham, AL 35202

Program Administered by

Healthcare Providers Service Organization
1100 Virginia Drive, 5th Fl
Fort Washington, PA 19122
Phone: 484-429-1100
www.hpso.org

Medical Specialty

Podiatry

Code

90.110

Insurance Provided by

Accident and Sickness Insurance, Health and Welfare Plans
CNA Insurance Company
CNA Insurance Company

Professional Liability

\$1,000,000 each claim

\$3,000,000 aggregate

These professional liability limits extend to cover the following:

- Sexual Harassment Liability
- Employment Practices Liability
- Personal and Financial Advice
- Contractual Liability
- Contractual Liability
- Contractual Liability

Coverage Extensions

Contractual Liability	\$ 2,000,000	per person	\$ 2,000,000	per claim
Contractual Liability - Excess	\$ 2,000,000	per person	\$ 2,000,000	per claim
Contractual Liability - Retention	\$ 1,000,000	per person	\$ 1,000,000	per claim
Contractual Liability - Retention	\$ 2,000,000	per person	\$ 2,000,000	per claim
Contractual Liability - Retention	\$ 2,000,000	per person	\$ 2,000,000	per claim
Contractual Liability - Retention	\$ 2,000,000	per person	\$ 2,000,000	per claim
Contractual Liability - Retention	\$ 2,000,000	per person	\$ 2,000,000	per claim
Contractual Liability - Retention	\$ 2,000,000	per person	\$ 2,000,000	per claim
Contractual Liability - Retention	\$ 2,000,000	per person	\$ 2,000,000	per claim
Contractual Liability - Retention	\$ 2,000,000	per person	\$ 2,000,000	per claim

General Liability

General Liability: \$1,000,000 each claim, \$3,000,000 aggregate
 Products and Completed Operations: \$1,000,000 each claim, \$3,000,000 aggregate
 Contractual Liability: \$1,000,000 each claim, \$3,000,000 aggregate

Total \$250.00

Premium reflects Self-employed, Part-time rate

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board

Secretary

Keep this certificate in a safe place. Contact your agent and you should receive a copy of the policy. There will be a charge for a copy. The policy is voided if the policy is not kept in a safe place. Please refer to the policy for the full terms, conditions, coverages, exclusions, and limitations.

Coverage Change Date

Endorsement Date

Master Policy: 152711433

Coverage Change Date: 06/29/22

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 Donna Geffner, Ph.D., CCC-SP/A (the "Contractor") located at 19 Nightingale Court, Manhasset, NY 11030.

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 Donna Geffner, Ph.D., CCC-SP/A.

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

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

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.]*

All data pertaining to students, teachers and principals will be held
in a secure locked drawers inaccessible to anyone other than this evaluator.
Where E files are stored - there is password protection and reports
sent in PDF.

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.

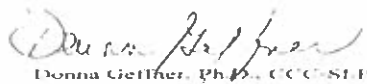
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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.

Donna Geffner, Ph.D, CCC-SP/A

**WEST ISLIP UNION FREE SCHOOL
DISTRICT**

By: _____

Donna Geffner, Ph.D., CCC-SP/A

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

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 **Long Island Tutorial Services** (hereinafter the "CONSULTANT"), having a principal mailing address of 93 W. Main Street, West Sayville, NY 11796.

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:

Home Instruction as per Addendum

2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or 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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT


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

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

Long Island Tutorial Services

West Islip Union Free School District

BY:



Executive Director

BY:

President, Board of Education

Vendor: LI Tutorial Services, Inc. ___

Description of Services to be Provided	Rates		
	Hourly Rate	Other Rates (if applicable)	
		1/2 Hour	Daily
Life Skills/Vocational Exploration Push-In	70		
No Show Visit	52		
Speech	80		
Paraprofessional – 1:1	36		
Paraprofessional Training	150		
Parent Conference Informing Session w/ BCBA	150		
Pick up of exams/return exam during midterms and final marks	52		
Pick up and return of NYS Assessment Exams	52		
Prep period when no work provided by school- 1 hour per week	52		
Presentations – 1 hour	150		
Professional Development/ Staff Training	150		
Reading Specialist Instruction	80		
Resource Room	52		
SAT Instruction	78		
SE Certified Tutoring SEIT Teachers	80		
Sign-Language Interpretation Services	90		
Social History	80		
Social Worker	80		
Special Education Teacher	52		
Special Education Services – 1:1 Aide	36		
Speech	80		
Speech Evaluations	80		
Speech - Individual or Itinerant	80		
Speech Therapy – 1:1	80		
Speech Therapy – 1:1 Home-based Services	80		
Staff Development - full day	1500 (day)		
Staff Development - 1/2 day	800 (1/2 day)		
Staff Development - 5 Day Pre-packaged Prof Dev Courses - up to 30 participants	7300 (pkg)		
Staff Development - 2-3 hour Superintendent's Conf Day seminar - unlimited participants	150 hr		
Staff Development - 2-5 Day Customized Staff Development workshops - up to 30 participants	150 hr		
Staff Training Seminars	150		

Vendor: LI Tutorial Services, Inc. ___

Description of Services to be Provided	Rates		
	Hourly Rate	Other Rates (if applicable)	
		1/2 Hour	Daily
Student/Teacher Consultation (including CSE Participation)	52		
Teacher Assistant	36		
Teacher of the Deaf	80		
Therapy Services - Psychologist PhD	80		
Tutoring - General Education - Individual	52		
Tutoring rate-on-site at vendor location	52		
Workshop – Video Modeling (1.5 hours)	225		
Workshop – Data Collection (1.5 hours)	225		
Workshop – District - 1.5 hours	225		
Workshop – District - 2 hours	300		
Workshop – District - 2.5 hours	375		
Workshop – District - 3 hours	450		
Workshop – District - 3.5 hours	535		
Workshop – District - 4 hours	600		
Workshop – District - 4.5 hours	675		
Workshop – District - 5 hours	725		
Other Services			

Vendor: LI Tutorial Services, Inc.

Description of Services to be Provided	Rates		
	Hourly Rate	Other Rates (if applicable)	
		1/2 Hour	Daily

Please review the RFP General Information, Contract Terms and Conditions which shall be deemed part of the contract. Kindly acknowledge your agreement to an understanding of these terms and conditions by initialing on each page where indicated. Please return this part of the RFP and the General Information with your proposal.

Proposer Name and Title: _____

**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 Long Island Tutorial Services, 93 W. Main Street, West Sayville, NY 11796.

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 Long Island Tutorial Services.

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.]*

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.

Long Island Tutorial Services

By: Alexis Olsen
Print Name: Alexis Olsen Esq
Title: Principal
Date: 12/1/22

West Islip Union Free School District

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

Data Privacy and Security Plan

The purpose of the Long Island Tutorial Services, Inc. (LITS) Data Privacy Plan is to provide an overview of the company's privacy program and to compliment the data security plan. Together they seamlessly safeguard personal privacy. This plan highlights:

- A description of the structure of the privacy program.
- The resources dedicated to the privacy program
- The program management controls in place to meet applicable privacy requirements and manage privacy risks.
- The strategic goals and objectives of the privacy program.
- Any other information deemed necessary by the LITS privacy program.

Structure

Data stewardship involves all aspects of data collection, from planning, collection, and maintenance to use and dissemination. LITS is committed to ensuring that privacy, confidentiality, security, and the appropriate use of data are respected when personally identifiable information (PII) is collected. Our internal control procedures have been implemented to protect personally identifiable information, including the use of unique student identifiers, workforce security, supervised authorization for access, role-based access to student record data

Resources / Program Management

Our main resource is our bi-annual, independent analysis conducted by a member of our Board of Directors to ensure compliance with both the Protection of Pupil Rights Amendment (PPRA), the Family Educational Rights and Privacy Act (FERPA) and related regulations. Central is an analysis of indirect identifiers to prevent the likelihood of identifying an individual student both because of a combination of multiple data elements included in the student's education record and as a result of linking the information in education records to information included in external databases. Although FERPA refers specifically to students, PII on teachers and any other staff that are maintained as part of the electronic a/o physical record systems are included in the inventory of PII and protected in the same way as the student data.

Strategic Goals

- Objective 1 – Ensure consistent application of privacy and disclosure requirements.
- Objective 2 - Develop and deliver targeted and effective privacy training courses and materials to LITS personnel, affiliates and other stakeholders through student facing education and outreach.
- Objective 3 - Cultivate and sustain a company culture of data minimization and retention
- Objective 4 - Review, assess, and provide guidance to LITS affiliates, programs, systems, projects, information sharing arrangements, and other initiatives to reduce the impact on privacy and ensure compliance.
- Objective 5 - Promote privacy best practices and guidance.

Physical Location:

To comply with business standards and industry regulations, organizations must protect sensitive information and prevent its inadvertent disclosure. Sensitive information can include financial data or personally identifiable information (PII) such as credit card numbers, social security numbers, or student information. Long Island Tutorial Services (LITS) utilizes a data loss prevention (DLP) policy in the Office 365 Security & Compliance Center, which allows us to identify, monitor, and automatically protect sensitive information across Office 365.

Inherent in the program is a robust encryption function. The encryption process encodes your data (referred to as plaintext) into ciphertext. Unlike plaintext, ciphertext can't be used by people or computers unless and until the ciphertext is decrypted. Decryption requires an encryption key that only authorized users have. Encryption helps ensure that only authorized recipients can decrypt your content. Content includes files, email messages, calendar entries, and so on. Access to control of these systems is limited to senior management.

Safeguarding student data is not only a cyber threat. Peer to peer sharing is just as insidious. Every Academic Specialist affiliated with LITS is rigorously vetted via the interview process. In addition to NYSED Teach inspection they are subject to an independent background check, yearly. A professional non-disclosure agreement (NDA) is separately discussed and affirmed as another hedge against the inadvertent sharing of PII.

Uniquely, LI Tutorial Services has a physical location. Our site is monitored inside and out with state-of-the-art, redundant surveillance systems which are backed up offsite. Office passwords are changed monthly. All District and student data is securely store in locked cabinets. After hours infra-red cameras will alert Dr. Olsen in case of any breach.

4

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of November, 2022 by and between the Board of Education of the West Islip Union Free School District ("DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795, and Pal-O-Mine Equestrian, Inc. ("CONSULTANT"), having its principal place of business for the purpose of this Agreement at 829 Old Nichols Road, Islandia, New York, 11749.

A. TERM

The term of this Agreement shall be from November 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, CONSULTANT shall provide professional staff and services to the DISTRICT, as needed, and in accordance with the terms of this Agreement. CONSULTANT further agrees that it shall provide the following additional services at no additional charge unless otherwise indicated: (a) implement goals and objectives as per each student's IEP; (b) complete quarterly progress reports regarding student progress as to the goals and objectives set forth thereon; and (c) provide the CSE with Annual Progress Reports.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing, upon completion of intake by CONSULTANT and determination of student eligibility.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
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 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 or incompetence.
7. At the DISTRICT'S request, 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. The 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, and/or requirements of the New York State Education Department or Health Department 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. In event that CONSULTANT is unable to provide substitute coverage, it shall be obligated, to the extent possible, to makeup such missed session, regardless of the reason for such cancelation, during the same week such session is missed or immediately when the student returns to the DISTRICT, whichever is later.
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. The DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
17. The DISTRICT reserves the right to conduct observation(s) of any of the CONSULTANT'S providers regarding any of the services contained in this Agreement in any environment, including, but not limited to, the student's home. Such observation(s) shall be conducted as the District deems appropriate and at a mutually agreed upon scheduled time.

c. 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 \$3,000,000.00.
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Best's rating of A-minus.

3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall the District in writing within thirty (30) days of such cancellation or non-renewal.
4. 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.

D. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the fee schedule, attached as Appendix "A", which has been provided by CONSULTANT, and incorporated by reference herein and made a part of this Agreement, following the presentation of detailed invoices by CONSULTANT to the DISTRICT.
2. The CONSULTANT shall submit invoices for payment on a monthly basis which shall set forth each student's name along with services being provided. All invoices shall include the services provided, the total hours, the dates that the invoice and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice. CONSULTANT shall abide by the DISTRICT calendar. DISTRICT shall not be liable for work performed under this Agreement when class is not otherwise in session. DISTRICT shall not incur any additional expense for the preparation of progress reports or other related assessment materials, other than a full evaluation. DISTRICT shall be charged for the provision of services pursuant to the students' IEPs.
3. If services are not delivered due to an issue related to CONSULTANT (e.g., CONSULTANT's physical location is closed, does not have staff available, etc.), then the DISTRICT will not be charged for the non-delivery of services. The DISTRICT will be responsible for full payment of services for a student who is scheduled to attend Pal-O-Mine but is absent on any given day. CONSULTANT shall notify the DISTRICT if a student is absent five consecutive days. The DISTRICT may remove any student from Pal-O^mMine upon written notice to CONSULTANT without incurring any additional fees.
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.

6. CONSULTANT shall bear the cost of all expenses incurred as the result of doing business, including, but not limited to all fees, fines, licenses, bonds or taxes as well as the cost of all tools, vehicles or other equipment necessary for the implementation of services pursuant to this agreement.

E. MISCELLANEOUS

1. Termination:

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

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. The 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.

2. 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.

3. Notices

- a. 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: Dr. Paul Romanelli, Supt. of Schools
West Islip Union Free School District
100 Sherman Avenue
West Islip, New York 11795

To Consultant: Lisa Gatti, Administrator
Pal-O-Mine Equestrian Inc.
829 Old Nichols Road
Islandia, NY 11749

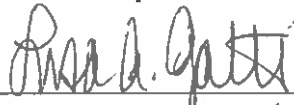
4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce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

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

CONSULTANT
Pal-O-Mine Equestrian, Inc.

By: 
Print Name: Lisa A. Gatti
Date: 12.13.2022

SCHOOL DISTRICT
West Islip UFSD

By: _____
Print Name: _____
Title: President, Board of Education
Date: _____



Individualized Student Plan Rates for Services

Vocational & Daily Living Skills	\$125 per hour
Academic Support	\$125 per hour
Counseling*	\$150 per 30 minute session
Parent Training*	\$150 per 30 minute session
Occupational Therapy**	\$150 per 30 minute session \$185 per 60 minute session
Speech Therapy**	\$150 per 30 minute session \$185 per 60 minute session
Facility Fee*** – for Home Instruction	\$50 per hour

Billing is provided in bi-monthly increments and will be due upon receipt. Due to individualized programming, absences with less than 24 hour notice will be charged at the full rate. Absences with 24 hours notice will be billed at a rate of \$35 per hour.

Transportation is not provided, and is the sole responsibility of the school district or parent(s)/guardian(s) of the student.

Attendance and Progress will be tracked.

Attire is at the cost of the school district or parent(s)/guardian(s) of the student, and consists of jeans (without tears or rips and fit appropriately), a Pal-O-Mine sweatshirt or t-shirt, sturdy boots (steel toe not permitted), and a belt.

Facility Fee will be billed for use of space for Home Instruction. This fee includes utilization of space, use of table and chairs, portion of utility expense, use of restroom, self parking on premise, use of kitchen space, cleaning and maintenance of space.



Individualized Student Plan

The goal of this program is to have the individuals social and emotional needs met so that they can be successful with age appropriate academics, further leading to transition back to district or, in some case, the most appropriate academic environment.

All activities created for the Individualized Student Plan will take place within Pal-O-Mine's facility utilizing the farm environment, horses and farm animals in planned activities. It has been shown that learning horsemanship skills and interacting with a horse causes emotional arousal that can facilitate positive behavior change.

This individualized plan is tailored to meet the specific needs of the student it is written for, using the farm environment and all aspects of learned equine skills and care to promote and develop: confidence; self efficacy; improved communication skills; awareness of non-verbal communication skills; boundaries; and self care; while creating opportunities for academic support.

The Individualized Student Plan begins focusing predominantly on social and emotional needs of the student. This program creates opportunity for success, as it builds on the individuals accumulated successes, as it further evolves in time and frequency. In addition to offering a space for individuals to acclimate socially and emotionally, individuals are provided with opportunities to develop the necessary skills to tolerate and succeed in a group setting, as traditional academics are progressively added, leading to the individual preparing to transition back to district, or the most appropriate academic environment.



Home Instruction to be provided at Pal-O-Mine by Long Island Tutorial Services (LITS), an outside agency located at 93 W. Main Street – West Sayville, NY. LITS will be paid directly by the district. ***Facility fees will apply and will be billed by Pal-O-Mine.

- * This service will be provided by a LMSW or LCSW, and may include the farm environment, including the horses and small farm animals.
- ** These services are provided as hippotherapy. During hippotherapy the speech and occupational therapists use the horse as a modality to provide treatment. There are additional benefits to utilizing this form of treatment. Additional information will be provided upon request. Initial evaluation for each Occupational and Speech Therapy is at a cost of \$300 per evaluation.

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

Supplemental Agreement dated this 1st day of November, 2022 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Pal-O-Mine Equestrian, Inc., 829 Old Nichols Road, Islandia, New York 11749.

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 Pal-O-Mine Equestrian, Inc.

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

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

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

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

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

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

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

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

Lisa DiSibio, *District Data Coordinator*

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

l.disibio@wi.k12.ny.us

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

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

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

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

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

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 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.

Pal-O-Mine Equestrian, Inc.

West Islip Union Free School District

By: 
Print Name: LISA A. GATTI
Title: CEO & Founder
Date: 12/13/2022

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

Computers That Work
Carol Solinger (owner)
22 Barrow Ct.
Huntington, NY 11743
516-319-1935

July 20, 2022

West Islip Union Free School District

100 Sherman Ave.

West Islip, NY 11795

To Whom it May Concern,

Carol Solinger, owner of Computers at Work, who provides security and maintenance for the Contractor, attests via the attached July 20, 2022 correspondence that Pal-O-Mine's cyber security, internet security, and local network security is NIST compliant.

Sincerely,

Carol Solinger

EXHIBIT C - CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

The Educational Agency (EA) is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan, pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state. While this plan is not required to be posted to the EA's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract.	Contractor will implement applicable state, federal, and local data security and privacy contract requirements over the life of the contract and only use PII in accordance with the Contract, and applicable laws pertaining to data privacy and security including Education Laws 2-d.
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	Employees and any subcontractors are required to sign a Confidentiality agreement, staff is trained in data protection practices, the network drive is backed up to an idrive, data is password protected and Contractor uses a data encrypted service for backup and storage.
3	Address the training received by your employees, officers, and any subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of PII.	Contractor will provide annual training to its officers, employees, or assignees who have access to PII on the federal and state law governing confidentiality of such data.
4	Outline contracting processes that ensure that your employees and any subcontractors are bound by written agreement to the requirements of the Contract, at a minimum.	All employees are required to sign and adhere to a confidentiality agreement to protect confidential information and to perform their obligations in a manner consistent with the data protection and security requirements outlined in this DPA.
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized	IT Specialist will manage any data security and privacy incidents. Contractor will promptly notify EA of

	disclosures, and to meet your obligations to report incidents to the EA.	any Breach or unauthorized release of PII in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of such breach. Contractor will cooperate with EA and law enforcement to protect the integrity investigating into the breach as provided in the DPA.
6	Describe how data will be transitioned to the EA when no longer needed by you to meet your contractual obligations, if applicable.	Upon expiration or termination of the contract, Contractor shall transfer PII to EA, in a mutually agreed upon format.
7	Describe your secure destruction practices and how certification will be provided to the EA.	Information will be securely encrypted and then deleted. Contractor will provide the EA with certification of such destruction.
8	Outline how your data security and privacy program/practices align with the EA's applicable policies.	Contractor will implement the data security and privacy program/practices as a "Third-Party Contractor" as outlined in 8 NYCRR Part 121 and in accordance with EA's applicable policies, as well as include EA's Parents Bill of Rights and Supplemental Information to the Service Agreement.
9	Outline how your data security and privacy program/practices materially align with the NIST CSF V1.1. Please include details regarding how you will identify, protect, respond to, and recover data security and privacy threats, as well as how you will manage your security controls.	Carol Solinger, owner of Computers at Work, who provides security and maintenance for the Contractor, attests via the attached correspondence that Pal-O-Mine's cyber security, internet security and local network security is NIST compliant.

AGREEMENT

This Agreement is entered into this 1st day of July, 2022 by and between the West Islip Union Free School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at West Islip Union Free School District 100 Sherman Ave. West Islip, NY 11795 and the South Huntington Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 60 Weston Street, Huntington Station, New York 11746.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

- A. TERM: The term of this Agreement shall be from July 1, 2022 through June 30, 2023 inclusive, unless terminated earlier as provided for in this Agreement.
- B. SERVICES AND RESPONSIBILITIES:
 1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP. If an IEP for any of the students covered by this Agreement was developed by the DISTRICT OF RESIDENCE, and the DISTRICT OF RESIDENCE obtains written parental consent, the DISTRICT OF RESIDENCE shall forward the IEP to the Committee on Special Education of the DISTRICT OF LOCATION. The DISTRICT OF LOCATION shall provide the services recommended in such IEP, unless and until the IEP is amended by the DISTRICT OF LOCATION's own Committee on Special Education.
 - a. A student(s) may be added or deleted from the attached Schedule "A" at any time. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.
 2. The services provided by the DISTRICT OF LOCATION to students under this Agreement shall be in accordance with each student's IESP, as it may be modified from time to time.

3. The DISTRICT OF LOCATION 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.
4. Both parties to this Agreement shall comply with the provisions of the New York State 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. If requested, each District shall provide the other with the proof of clearance for employment from the New York State Education Department.
5. The DISTRICT OF LOCATION represents its services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The DISTRICT OF LOCATION represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
6. Upon execution of this Agreement, the DISTRICT OF LOCATION 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 DISTRICT OF LOCATION providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the DISTRICT OF LOCATION shall immediately notify the DISTRICT OF RESIDENCE in accordance with the requirements for all notices pursuant to this Agreement as set forth below.
7. The DISTRICT OF LOCATION shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the DISTRICT OF LOCATION to provide services pursuant to this Agreement and to render full reports concerning the education and progress of the student(s).
8. The DISTRICT OF LOCATION agrees to furnish to the State all reports, audits, etc. required to make determination as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such material shall be furnished at such times as are required by the State. The DISTRICT OF LOCATION agrees to provide the State access to all relevant records which the State requires to determine either DISTRICT OF LOCATION's or DISTRICT OF RESIDENCE's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of this Agreement or the performance of obligations under this Agreement. The DISTRICT OF LOCATION agrees to retain all materials and records relevant to the execution or performance of this Agreement in accordance with the provision or section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.
9. The DISTRICT OF LOCATION agrees to furnish written reports of each pupil's educational progress to DISTRICT OF RESIDENCE. DISTRICT OF LOCATION will render such reports to DISTRICT OF RESIDENCE at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the DISTRICT OF RESIDENCE. At a minimum, all reports shall be furnished at the end of each semester, i.e. January

31st and June 30th. Any and all reports shall be furnished upon termination of this Agreement. The DISTRICT OF LOCATION shall provide such additional information concerning the pupil's progress as may be required by the DISTRICT OF RESIDENCE.

10. The DISTRICT OF LOCATION 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 OF RESIDENCE shall have the right to examine any or all records or accounts maintained and/or created by the DISTRICT OF LOCATION in connection with this Agreement, and upon request shall be entitled to copies of same.
11. Upon reasonable prior written notice, the DISTRICT OF LOCATION shall be subject to visitation by the DISTRICT OF RESIDENCE and/or its designated representatives during the normal business hours of the DISTRICT OF LOCATION.
12. The DISTRICT OF LOCATION shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
13. The DISTRICT OF LOCATION shall maintain monthly attendance records which shall be submitted to DISTRICT OF RESIDENCE at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
14. The DISTRICT OF RESIDENCE shall request and do its best to obtain written consent from parents or guardians of each student covered by this Agreement to the release of personally identifiable information concerning the child from the DISTRICT OF RESIDENCE to the DISTRICT OF LOCATION.
15. 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 DISTRICT OF LOCATION shall promptly give written notice of same to the DISTRICT OF RESIDENCE.
16. The DISTRICT OF LOCATION agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.
17. The DISTRICT OF RESIDENCE shall be responsible for providing all students listed in Schedule A of the Agreement with transportation to and from school.
18. The DISTRICT OF LOCATION will provide transportation from the nonpublic school to a school in the DISTRICT OF LOCATION and from the DISTRICT OF LOCATION to the student's home if the special education services are provided after the nonpublic school day.

C. COMPENSATION:

1. The DISTRICT OF LOCATION shall be entitled to recover from the DISTRICT OF RESIDENCE 100% of the actual cost of services that may be charged for each student receiving services pursuant to this Agreement in accordance with the Education Law and the Regulations of the Commissioner of Education, hereinafter referred to as the "Actual Cost of Services."

"Actual Cost of Services" shall mean costs of services, costs of evaluation, and costs of committee on special education administration. However, the Actual Cost of Services shall not exceed the actual cost to the DISTRICT OF LOCATION of providing such services, after deducting any costs paid with federal or state funds.

The DISTRICT OF LOCATION may only recover the Actual Cost of Services directly from the DISTRICT OF RESIDENCE if DISTRICT OF RESIDENCE has obtained parental written consent to the release of personally identifiable information concerning the child to the DISTRICT OF LOCATION. If parental consent to release of such information is not obtained, THE DISTRICT OF LOCATION shall submit a claim for the costs of said services to the Commissioner of Education.

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

The DISTRICT OF LOCATION shall utilize its best efforts to accurately calculate the Actual Cost of Services, and such calculations will be consistent with the maximum costs that may be authorized by the Education Law and the Regulations of the Commissioner of Education to be charged.

2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within thirty (30) days of receipt of each invoice by the DISTRICT OF RESIDENCE, except as set forth in paragraph C (1) of this Agreement.

D. INDEMNIFICATION:

1. The DISTRICT OF LOCATION agrees to defend, indemnify and hold harmless the DISTRICT OF RESIDENCE, 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 OF LOCATION, 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.

2. The DISTRICT OF RESIDENCE agrees to defend, indemnify and hold harmless the DISTRICT OF LOCATION, 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 OF RESIDENCE, 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.

E. CONFIDENTIALITY:

1. DISTRICT OF LOCATION, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF LOCATION, its 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. DISTRICT OF LOCATION further agrees that any information received by DISTRICT OF LOCATION, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF RESIDENCE, its employees, agents, clients, and/or students will be treated by DISTRICT OF LOCATION, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
2. DISTRICT OF RESIDENCE, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF RESIDENCE, its 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. DISTRICT OF RESIDENCE further agrees that any information received by DISTRICT OF RESIDENCE, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF LOCATION, its employees, agents, clients, and/or students will be treated by DISTRICT OF RESIDENCE, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
3. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

4. 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, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

F. REPRESENTATIONS:

1. All employees of DISTRICT OF LOCATION shall be deemed employees of DISTRICT OF LOCATION for all purposes and DISTRICT OF LOCATION alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF LOCATION acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF RESIDENCE. DISTRICT OF LOCATION shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, the DISTRICT OF LOCATION will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. The DISTRICT OF RESIDENCE, 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.
2. All employees of DISTRICT OF RESIDENCE shall be deemed employees of DISTRICT OF RESIDENCE for all purposes and DISTRICT OF RESIDENCE alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF RESIDENCE acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF LOCATION. DISTRICT OF RESIDENCE shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, the DISTRICT OF RESIDENCE will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. The DISTRICT OF LOCATION, 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. Neither the DISTRICT OF LOCATION nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement 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.

G. INSURANCE:

1. Each party to this Agreement shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect each party from claims set forth below for which the other may be legally liable, whether such operations be by the other party or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

2. Required Insurance:
 - a. Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - b. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - c. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - d. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of each party performed under the contract for the other party. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.
3. Each party shall provide the other with evidence of the above insurance requirements upon execution of the within Agreement. Each party 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 the party to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages the other party sustains as a result of this breach.

H. MISCELLANEOUS

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

To DISTRICT OF RESIDENCE:
West Islip Union Free School District
100 Sherman Ave.
West Islip, NY 11795

To DISTRICT OF LOCATION:
South Huntington Union Free School District
60 Weston Street
Huntington Station, New York 11746

2. 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: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
3. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
6. 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.
7. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
8. No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.
9. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.

I. AUTHORIZATION TO ENTER INTO AGREEMENT

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

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

DISTRICT OF RESIDENCE

DISTRICT OF LOCATION

By:

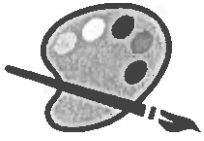
West Islip Union Free School District

Date: _____



Nicholas R. Ciappetta, J.D., President
South Huntington UFSD

Date: 11/29/22



WI
WEST ISLIP PUBLIC SCHOOLS
DEPARTMENT OF ART AND MUSIC EDUCATION
Mr. Eric R. Albinder, Director
1 Lion's Path, West Islip, NY 11795
Email: e.albinder@wi.k12.ny.us
Phone: (631)504-5806 • Fax: (631)893-3270

AGENDA ITEM XI. D)
BUSINESS ITEMS
RM 1/5/2023



Memorandum

To: Elisa Pellati, Assistant Superintendent for Business

From: Eric Albinder

Date: December 8, 2022

Re: Surplus of Timpani

I would like to request the surplus one timpani drum that is located at West Islip High School. This drum is in poor condition and definitely beyond its value to repair.

The make/model is a Gretsch and there is no serial number or asset tag on this timpani.

:

I. RESOLUTIONS

BE IT RESOLVED, that the Board of Education of the West Islip School District acknowledges receipt of the Independent Accountant's Reports on Information Technology Detailed Testing dated November 18, 2022 and the Risk Assessment Update Report dated December 8, 2022 from Cullen & Danowski, LLP.

Recommend the Board of Education approve the Corrective Action Plans in response to the internal auditors' reports dated November 18, 2022 and December 8, 2022, submitted by the Assistant Superintendent for Business.

West Islip UFSD
CORRECTIVE ACTION PLAN
Related to Agreed-Upon Procedures Report 2022-23

INFORMATION TECHNOLOGY

Recommendations:

We recommend that the District consider implementing the following items to further improve internal controls and operational efficiencies related to the IT function:

1. Strengthen procedures to ensure user accounts in all programs are activated and inactivated timely when an employee is hired or separates from the District. We found that the District has recently created a program to facilitate this process, so we recommend that the IT Department ensure that this process is working properly due to the number of findings related to our testing of user accounts.

District Corrective Action Plan

The IT Department works with the Human Resources Department and the Business Office to determine when accounts should be activated or deactivated based on employee hiring and separation. Electronic forms are used that create a workflow between departments. When employees are terminated, they are given a grace period in which they can access their W2s and paystubs in certain district systems. This may result in some of the accounts that are inactive in HR showing up as active in the District Network for a short period of time. The district believes the program in place is working appropriately. Our IT department did review all the exceptions noted and identified that several accounts listed were disabled but were not deleted from the list. These accounts have since been deleted. The Executive Director of Technology will be responsible for reviewing these listings on a monthly basis beginning in May 2023. (Note: the district does not currently have an active Director of IT and a new Executive Director of Technology will be hired in 2023.)

2. Develop formal procedures to perform a complete reconciliation of the user accounts in all programs to ensure that the accuracy of their status (i.e., active or inactive) and respective permissions, which includes Active Directory, Infinite Campus, nVision and Frontline Special Education Management. We also recommend that the District develop procedures to complete this process at least annually.

District Corrective Action Plan

The IT Department typically does a reconciliation of user accounts in all programs at the end of the fiscal year. This process will be done bi-annually (mid-year and end of year) and user accounts will be reconciled to ensure that their status is correct. The Executive Director of Technology and our district IT consultant will be responsible for reconciling all accounts twice a year starting in school year 2022-23.

3. Implement procedures to require the employees to sign the AUP form annually utilizing a web-based program (e.g., KnowBe4, Global Compliance Network, etc.) as part of the existing process to require the staff to read and approve the required items each year including Right to Know, Sexual Harassment and Blood Borne Pathogens.

District Corrective Action Plan

Employees had not been signing the Acceptable Use Policy (AUP) in recent years. However, as of school year 2022-23, the IT Department has implemented a web-based program,

SchoolSourceTech, that requires employees to attest that they have read and agreed to the required items, such as the AUP. The Executive Director of Technology will be responsible for ensuring this is done on an annual basis beginning in school year 2023-24.

4. Strengthen processes related to IT assets and inventory to ensure that the TIPweb-IT is updated timely to account for all purchases and to enter all of the required information for each asset and inventory items (e.g., tag number; serial number; location; etc.).

District Corrective Action Plan

Last year the IT Department eliminated two of the previous methods that were used to track assets: Destiny and Google spreadsheets. At present time, the IT Department uses TipWeb and AssetMax to track all technology-related assets for the district. The clerical person in the IT Department is responsible for entering all newly purchased assets into both of these programs on a monthly basis. The Business Office will verify with the IT Department on a monthly basis that all such assets have been entered. This process is being followed as of December 2022.

5. Investigate the potential functionality of the current TIPweb-IT inventory system to determine if the capabilities will meet the needs of the District. We also recommend that the District perform a cost/benefit analysis regarding the purchase of a new robust web based asset/inventory management system (e.g., Incident IQ, One to One Plus, etc.) to enhance operations related to the tracking and monitoring of the IT inventory and assets. We recommend that this analysis include the reduction of the current number of programs (i.e., four) to eliminate duplication of efforts and streamline processes.

District Corrective Action Plan

The District has eliminated two of the four systems that were previously used. The District will continue to use TipWeb and AssetMax for tracking all technology-related inventory. The AssetMax system is used for all district assets and is relied upon by our external auditors.

6. Improve controls and conditions related to the IT Storage Closets as follows:
 - a) Perform a cost/benefit analysis of installing a flood monitoring systems (e.g., "leak" rope), improved temperature control system that is properly designed for regulating temperatures and a heat detecting system within the areas.
 - b) Restrict the use of these areas to IT equipment and not allow the storage of non-IT supplies and cleaning apparatus to prevent the risk of potential damage to the IT equipment in these closets.
 - c) Conduct formal periodic inspections of these areas to ascertain potential physical security weaknesses or issues that may exist.

District Corrective Action Plan

The district is installing air conditioning units in the IT storage closets during 2023-24 through the use of capital reserve funding. Certain IT closets are in shared spaces and have been used to help with non-IT storage due to building space constraints. The only items stored in these few closets are custodial equipment, such as a vacuum - there are no liquids, chemicals or potentially hazardous materials being stored in the shared closets. The district will investigate the cost/benefit of installing a flood monitoring system. IT department staff are constantly in and out of various IT storage closets throughout the year to check equipment, and to add/remove and configure ports for computers, phones and cameras. While the district is comfortable that inspections of the storage closets for potential physical security weaknesses is happening regularly and on an ongoing basis, the IT department will formalize this process by implementing a rotational schedule of periodic inspection of IT storage closets effective January 2023. The Network Systems technicians will be responsible for this inspection.

West Islip UFSD
CORRECTIVE ACTION PLAN
Related to Risk Assessment Update Report 2022-23

Recommendations:

We recommend that the District consider implementing the following items to further improve internal controls and operational efficiencies related to the Human Resources function:

1. Strengthen and improve procedures related to staff attendance by establishing consistent procedures related to managing, reporting and approving hours of the clerical staff; developing procedures to ensure that the absences of teachers and administrators are entered into nVision timely and utilizing an electronic process to manage time off requests and to send the attendance notices to the teachers instead of paper copies to enhance efficiencies.

District Corrective Action Plan

The District believes that consistent rules for attendance of clerical, teacher, and administrative staff attendance have been established. At the building-level, the Senior Office Assistant (i.e. Principal's Secretary) is the primary first-level approver. The building-level Office Assistant is the backup first-level approver. The building principal is the second-level approver. At District Office, the non-instructional Personnel Assistant is the primary first-level approver for clerical staff. The supervisor of the clerical staff is the second-level approver. The Executive Director of Human Resources is the third-level approver for all district staff. These rules are consistent with the procedures there were in place when attendance was done with paper copies.

The District agrees that moving to a paperless system for time off requests and attendance notifications would be more efficient than the current system. The Executive Director of Human Resources has investigated several options, including Finance Manager's Optigate. The District is also considering SchoolFront, which is currently being used in the district for recruiting, hiring, and onboarding. The district will evaluate both options and make a decision by the end of calendar year 2023, with the goal of full implementation by the end of fiscal year 2023-24.

SEORA RESOLUTION

WHEREAS, the Board of Education of the West Islip Union Free School District desires to embark upon the following capital improvements at the District's facilities as set forth herein and as listed in the working budget: (1) the replacement and upgrade of existing fire alarm devices and associated wiring at the West Islip High School.; and (2) the construction of a new parking lot addition at the Paul J. Bellow Elementary School (hereinafter collectively referred to as the "Projects"); and

WHEREAS, said capital improvements are subject to classification under the State Environmental Quality Review Act (SEQRA); and

WHEREAS, maintenance or repair involving no substantial changes in an existing structure or facility are classified as Type II Actions under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.5 (c)(1)); and

WHEREAS, replacement, rehabilitation or reconstruction of a structure or a facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4 are classified as Type II Actions under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.5 (c)(2)); and

WHEREAS, routine activities of educational institutions, including expansion of existing facilities by less than 10,000 square feet of gross floor area are classified as Type II Actions under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.5 (c)(10)); and

WHEREAS, the purchase or sale of furnishings, equipment or supplies...other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials are classified as Type II Actions under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.5 (c)(31)); and

WHEREAS, the SEQR Regulations declare Type II Actions to be actions that have no significant impact on the environment and require no further review under SEQR; and

WHEREAS, the Board of Education, as the only involved agency, has examined all information related to the capital improvement projects and has determined that the Projects are classified as Type II Actions pursuant to Section 617.5(c)(1)(2)(10) and (31) of the SEQR Regulations;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education hereby declares itself lead agency in connection with the requirements of the State Environmental Quality Review Act; and

BE IT FURTHER RESOLVED, that the Board of Education hereby declares that the Projects are Type II Actions, which require no further review under SEQR; and

BE IT FURTHER RESOLVED, that the Board of Education hereby shall forward an official copy of this Resolution to the New York State Education Department.

WI
West Islip Public Schools
The Michael & Christine Freyer Administration Building
100 Sherman Avenue – West Islip, New York 11795
Telephone: 631-930-1531 – FAX (631) 893-3217

Mary Hock
District Clerk

MEMORANDUM

TO: Board of Education
FROM: Mary Hock, District Clerk
DATE: December 20, 2022
RE: Personnel for Special District Meeting/Capital Reserve Proposition 1/24/2023

Chief Inspector (\$15/hour):

Anne Kuhlwilm

Machine Inspectors (\$15/hour):

Virginia Green, Patricia Rich, Jason Rauch

Registrars (\$15/hour):

Anthony DeGregorio, Vicki Ann Dorr, Rosemary Dowling, Robin Forster, Anne Ingrassia, Deborah Kessler, Lana Lundeen, Rhonda Rauch, Nancy Regan, Barbara Schien, Ann Smith, Marie Velten, Lisa Wedlock