

AGENDA



PLANNING SESSION OF THE BOARD OF EDUCATION

September 19, 2023

Beach Street Middle School
17 Beach Street
7:30 p.m.

Submitted by:
Dr. Paul Romanelli
Superintendent of Schools

A G E N D A
PLANNING SESSION OF THE BOARD OF EDUCATION
September 19, 2023

Beach Street Media Center

West Islip, New York

- I. CALL TO ORDER
- II. QUORUM COUNT
- III. MINUTES: A motion is needed to approve the minutes of the September 7, 2023 Regular Meeting.
- IV. ANNOUNCEMENTS
 - A. West Islip UFSD District Emergency Response Plan 2023-2024
- V. DISCUSSION
 - A. District and Board of Education Goals 2023-2024
- VI. PERSONNEL
- VII. APPROVAL
 - A. Contracts
 - 1. Serene Home Nursing Agency Consultant Services 2023-2024
 - 2. PPT Therapies of Western Suffolk, PT, OT, SLP, LLP Consultant Services 2023-2024
 - 3. Long Island Tutorial Services Consultant Services 2023-2024
 - 4. Little Angels Center, Inc. Consultant Services 2023-2024
 - 5. Kids First Evaluation & Advocacy Center, Inc. 2023-2024
 - B. Surplus Items:
Library and Computer Chairs and outdated Testing Materials – Oquenock Elementary
 - C. BE IT RESOLVED by the Board of Education of the West Islip Union Free School District approves the use of \$1,200,000 of the School Lunch fund balance to be used for the various kitchen upgrades and renovations at West Islip High School, Beach Street Middle School and Udall Road Middle School.
- VIII. EXECUTIVE SESSION: *The Board will adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will reconvene/ act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.*
- IX. CLOSING – Adjournment

REGULAR MEETING OF THE BOARD OF EDUCATION
September 7, 2023 – West Islip High School

PRESENT: Mr. Tussie, Mr. McCann, Mr. Antonello, Mr. Bedell, Mrs. Brown, Mrs. Kelly,
Mrs. Marks

ABSENT: None

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

ABSENT: None

ATTORNEY: Thomas Volz

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

DISCUSSION:

West Islip High School Pool

Dr. Romanelli spoke about the high school pool and how the pool is the most widely used athletic facility in the district. The pool is used for aquatics, varsity and middle school swimming, instructional and recreational programs year round, family swim, community groups and local programs. Dr. Romanelli spoke about the pool repairs requiring draining and refilling, liner repairs, and plumbing issues and how the district has been discussing and looking for the right time on how to address the pool in the best way. After many discussions, the best option would be to replace and enhance the pool to a six-lane pool, which would be best for competition and potentially bring in revenue from outside groups. The price tag for a new pool would be 12.6 million dollars and the district would receive 8 million in state aid. Dr. Romanelli advised that there would be a presentation for the community that would explain the taxpayer impact and the debt the district presently has which will be expiring. Dr. Romanelli feels now could be the perfect timing with minimal debt to initiate this project. The Board agreed and Dr. Romanelli announced that the district would have a 12.6 million dollar Bond Vote on Tuesday, January 23, 2024. The district will begin the process of breaking down the cost and will have a full presentation for the community on this project.

Mr. McCann also spoke about the rebuilding and expansion of the high school pool and how the pool is used six to seven days a week and is the most used athletic complex in the district.

Mr. Tussie advised that there would be a presentation for the public and the project has the full support of the Board.

APPROVAL OF MINUTES:

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the minutes of the August 29, 2023 Planning Session.

PERSONNEL

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve T-1, T-2, T-3, TA-1, CL-1, CL-2, CL-3 and Other as follows:

TEACHERS

T-1 PROBATIONARY APPOINTMENT (AMENDED)

Karen Borst, Mathematics
Effective September 1, 2023 to August 31, 2026
(Udall; change in date from September 1, 2023 through August 31, 2027)

Victoria Jablonski, Mathematics
Effective September 1, 2023 to August 31, 2026
(High School; change in date from September 1, 2023 through August 31, 2027)

Luisa Marino, World Languages
Effective September 1, 2023 to August 31, 2026
(High School; change in date from September 1, 2023 through August 31, 2027)

T-2 LEAVE OF ABSENCE (unpaid)

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

Rachel Russell, Social Worker
Effective September 26, 2023 through December 19, 2023
(Paul J Bellew)

T-3 CHILD-REARING LEAVE OF ABSENCE (unpaid)

Rachel Russell, Social Worker
Effective December 20, 2023 through January 1, 2024
(Paul J Bellew)

TEACHING ASSISTANTS

TA-1 PROBATIONARY APPOINTMENT

Anna Brucculeri, Special Education
Effective September 1, 2023 to August 31, 2027
(Manctuck; Step 5; replacing Amber Avelli {resigned})

**CIVIL
SERVICE**

CL-1 RESIGNATION

Megan Pardue, Health Office Aide
Effective August 29, 2023
(Beach Street)

CL-2

PROBATIONARY APPOINTMENT

*Jessica Pujia, Cafeteria Aide
Effective September 7, 2023
(Manetuck; Step 1; replacing Susan DiGrigoli {retired})

*Scarlette Sanchez, Special Education Aide
Effective September 18, 2023
(Paul J. Bellew; Step 1; new position)

*Conditional pending fingerprinting clearance

CL-3

TERMINATION

Christina Curley, Special Education Aide
Effective September 1, 2023
(Udall)

OTHER

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Alexander Giordano, Beach Street
Effective September 1, 2023 through June 26, 2024

ALTERNATIVE SCHOOL INSTRUCTORS 2023-2024 (AMENDED)

Christopher Salerno, Math 1 section/full year
(Replacement for Christina Bivona, Math)

Ashley Smar, Science 2 sections/full year
(Replacement for Brian Daniels and Kristie Ferruzzi, Science)

SUBSTITUTE TEACHER (\$130 per diem)

Samantha Murray, effective September 1, 2023

ENRICHMENT INSTRUCTORS FALL 2023 (\$408 per session)

Ashley Caputo (Let's Get Artsy! I & II)
Justin DeMaio (LEGO 1 & II)
Danielle Dischley (Got Science I & II)
Matilda Duthrie (Holiday No Bake Treats I & II)
Katherine Keller (Coding is Cool I & II)
Theresa Robertson (Creative Cooking I & II)
Jessica Schwartz (Nailed It! I & II)

FALL 2023 HIGH SCHOOL COACHES

GIRLS TENNIS

Danielle Rufrano, J.V. Coach

INSTRUCTIONAL SWIM, FAMILY SWIM PROGRAM & SWIM TEAMS 2023-2024

Colleen Reilly, Director
John T. Denninger, Co-Director
Daniel Gshwind, Co-Director
Edward Jablonski, Co-Director
Thomas Loudon, Co-Director
Jeremy Robertson, Co-Director

Lifeguards

Angelina Acosta
Nico Acquista
Alexa Alvarado
Angelina Amatulli-Griffith
William Antippas
Shawn Boyle

Lifeguards - continued

Salvatore Calderone
Ryan Carlson
Michael Cea
Makayla Comer
Logan Coppola
Braedon Dedcovich

Jake Citarella
Ryan Flynn
Angelique Grande
Emma Grim
Jack Groark

Dominic Delta
Makenna Gagliardi
Anghelo Hernandez
Kaden Heyman
Caylee Klimuszko
Sasha Lavrosky

Patrick Lynam
Kevin McCabe
Lauren McCann
Alexander Montes
Kathryn Mushorn
Joseph Pace

Lauren Hand
Michael Johnson
Alex Martorella
Markos Prokopiou

Lea Parascandola
Christopher Piropatto
Mason Plouffe
Ciaran Pollard
Vincent Puglisi
Isabella Randazzo

Alex Rutigliano
Nicholas Scarmozzino
Angelina Shannon
Courtney Skahill
Seamus Smith
Daniel VonThaden

Noel Silva
Aidan Steuber
Sarah Taheny
Matthew Triglia

CURRICULUM REPORT

Mrs. Morrison thanked the administrators, teachers, support staff, students and parents for a great opening week. There was excitement in the buildings and the students were happy. The classrooms were beautifully decorated and organized to support the district's curricular initiatives. There is flexible seating, Foundations areas in the elementary schools and updated science labs at the high school.

Mrs. Morrison advised that K-8 students will be assessed throughout the month of October by the district's universal screener aimsweb Plus. Upon completion of the screenings, the data will be reviewed to ensure that students are at grade level and if they are not, to determine the necessary interventions.

Pre-K, K, 1st and 2nd grade classrooms are immersed in the Foundations phonemic awareness program. As mentioned in previous updates, the district invested in decodable texts last year called geodes, which align with the Foundations program.

Mrs. Morrison reminded the audience that the District Code of Conduct was revised at the end of last school year. Parent Academies have been scheduled for September 21, October 19 and November 15 to provide parents with an overview of the document including the recent updates and parents will have an opportunity

to ask questions. Parents can contact the Office of Curriculum and Instruction if they would like more information regarding the parent academies or how to register for them.

Mrs. Morrison welcomed everyone back and is looking forward to a great school year.

REPORT OF COMMITTEES:

Education Committee: Richard Antonello reported on the meeting held 8/29/2023. Items reviewed included K-8 Assessment Calendar, updated K-5 report cards and performance based assessments.

Finance Committee: Grace Kelly reported on the meeting held 8/29/2023. Items reviewed included the June payroll summary, August system manager audit report, payroll certifications and budget transfers. Mrs. Pellati advised the committee that R.S. Abrams completed their fieldwork testing on 8/30/23.

Buildings & Grounds: Peter McCann reported on the meeting held 8/29/23. Items reviewed included pool reconstruction project discussion and construction projects update. Mr. McCann spoke about how the air conditioning in the buildings has had a profound effect and made a big difference for the students and thanked the community. The Beach Street rotunda is still be worked on, the Udall bathrooms are completed and the Paul J. Bellew parking lot is complete and fencing is up. Mr. McCann also spoke about the Masera property the district is looking at the option of a possible tenant and more information will be coming.

Mr. McCann spoke about attending the first day of school and how happy the students were to be back to school. Mr. McCann thanked Dr. Romanelli, teachers and staff for all their work regarding the opening of school and for what they do for the West Islip community.

Mr. Tussie thanked the community for passing the vote regarding the air conditioning and thanked the Buildings and Grounds Department for all their hard work getting the buildings ready for the opening of school. He also thanked everyone who contributed to the opening of school.

Special Education Committee: Debbie Brown reported on the meeting held 9/7/23. The committee discussed the latest CSE and CPSSE meetings and updates to IEPs and student placements. Mrs. Dowling gave an update on summer extended services at Manetuck and advised that the ESY Summer Program is now in the district and data shows good results. Mrs. Brown thanked all the teachers and aides for their hard work and dedication this summer. Other items discussed were Board of Education visits to special education classrooms, the special education department purchased sensory equipment for students, Effective School Solutions update, Mrs. Dowling presently interviewing for special education aide positions and SEPTA will have its first meeting at 6:00 p.m. on September 21, 2023. SEPTA will also have a back to school night at the end of September, Dave & Busters in November, and a Silent Dance in January. The SEPTA Midnight Bowl will take place on April 13, 2024. Mrs. Brown also advised that the District will go Red in October for Dyslexia Awareness month. The next meeting will be October 4, 2023 at 9:00 a.m.

FINANCIAL MATTERS:

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve 2022-2023 General Fund budget transfer 4321.

PRESIDENT'S REPORT

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve BOCES Multi-Year Service Agreement – Networked Copier Project – four year agreement ending 3/1/2028.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve resolution re: the Board of Education approves the recommendations of the Special Education Committee of students as listed in the District's backup and authorizes the District to arrange for appropriate services.

SUPERINTENDENT'S REPORT:

Dr. Romanelli shared his thoughts regarding the opening of school. The district held two Superintendent Conference Days and New Teacher Orientation. Dr. Romanelli received positive feedback regarding Friday's Superintendent Conference day and that there was great energy and everyone participated in the Hawaiian theme. There was also a keynote speaker who inspired everyone and spoke on the importance of the education field.

Dr. Romanelli thanked Mrs. Morrison for planning new teacher orientation that takes place over three days. He advised that the district has a great group of new teachers and administrators that we are excited to work with, the first day of school was very successful, and there is much excitement for the new school year.

Dr. Romanelli thanked Mrs. Pellati for her budget planning regarding the district air conditioning and thanked the public, as well.

Mr. Tussie shared how he has been a teacher for 24 years and attended 24 Superintendent Conference Days and West Islip by far had the greatest Superintendent's Conference Day ever. He congratulated Dr. Romanelli and the team and is thrilled for the students.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to adjourn to Executive Session at 8:01 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:30 p.m. on motion by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve resolution re: Bridges Academy Lease.

RESOLUTION

WHEREAS, the Board of Education of the West Islip UFSD has determined that certain property located at 339 Snedecor Avenue, West Islip, New York in the building known as the Paul E. Kirdahy Elementary School, is not currently needed for school district purposes; and

WHEREAS, the Board of Education has determined that leasing such real property is in the best interest of the school district.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the West Islip UFSD hereby approves the lease agreement with the Bridges Academy concerning space located in the Paul E. Kirdahy Elementary School for the period of July 1, 2023 through June 30, 2028, subject to the terms and conditions set forth therein and subject to the approval of the Commissioner of Education in accordance with Education Law §403-a, and authorizes the Board President to execute the lease agreement.

Meeting adjourned at 8:31 p.m. on motion by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock
District Clerk

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

DRAFT

**WEST ISLIP UFSD
DISTRICT EMERGENCY RESPONSE PLAN**

DRAFT

Amended pursuant to Education Law §§ 2801-a and 807 (Chapter 54 of the Laws of 2016)

DRAFT COPY

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OVERVIEW

INTRODUCTION

The Districtwide Emergency Response Plan provides the framework for the West Islip Union Free School District (the District) to identify and implement appropriate strategies for creating and maintaining a safe and secure learning environment for its students and staff. The District's plan provides the overall guidance and direction for development of the Building-level Emergency Response Plan for each of the school buildings in the district. While the districtwide plan covers a broad scope of activities, including violence prevention, intervention and response, the building plans focus more directly on critical actions that must be taken to protect the safety of students and adults in the event of an emergency. Taken together, the district and building plans provide a comprehensive approach to addressing school safety and violence prevention, and provide the structure whereby all individuals can fully understand their roles and responsibilities for ensuring the safety of the entire school community.

When a crisis arises, no school system is immune to the negative physical or mental effects on its students, staff and the local community. Immediate, effective and responsible management and communication can address the crisis and maintain a District's integrity and credibility.

PURPOSE

West Islip School District provides for the protection of students, staff and facilities. This plan was developed in accordance with the Safe Schools against Violence in Education Act (SAVE) and pursuant to Commissioner's Regulation 155.17. The purpose of this plan is to guide administrators, district staff, students, and parents when dealing with emergency situations. All administrators will maintain a current copy of the West Islip School District Emergency Response Plan.

The Board of Education recognizes the necessity of preparing an emergency response plan that ensures the safety and health of students and staff, as well as district property, in the event of an emergency. Pursuant to this concern and the regulations of the Commissioner of Education, the Superintendent will guide the preparation of a District Emergency Response Plan and individualized Building Emergency Response Plans. Such plans will be the official guides for the District in case of fire, civil emergencies, and natural disasters; and shall provide for sheltering, evacuation, and early dismissal; written notification to students, parents and staff; and annual drills and coordination with local and county emergency preparedness personnel. The Superintendent will ensure that sufficient training to implement the plan occurs and Building Principals will be scrupulous in meeting the statutory requirement for conducting evacuation and other emergency drills to ensure orderly dispatch to designated areas under emergency conditions.

The Superintendent will provide administrative procedures to ensure that the district and building plans are in place and that they will be formally adopted by the Board of Education, and reviewed annually and updated as necessary.

The district plan is filed with the Commissioner of Education and available for public inspection on the district website. The district and building plans are filed with the local Suffolk County Police Department Third Precinct and the New York State Police. Building Emergency Response Plans will remain confidential and are not subject to disclosure.

Although the building plans incorporate the most current school safety strategies and efficiencies into the plans, it is critical to consider that the exact actions taken by the District and Building Response Teams will depend on the specific circumstances of a given situation.

DEFINITIONS

Crisis

An unpredictable, tragic event or situation that has the potential to cause a state of upset and disorganization. Some examples are severe, chronic, or life threatening illness of a student, staff member or family member; death of a student or staff member; death of a significant other to a student or staff member; traumatic event; suicide; serious accident; fire; violent school intrusion; community/national/world event; natural disaster.

Districtwide Emergency Management Team

The individuals appointed by the West Islip Union Free School District Board of Education, upon recommendation by the Superintendent of Schools, who are charged with the development and yearly review of the *Emergency Response Plan*, the *Code of Conduct* and the Dignity for All Students Act training.

Duties of the committee will be to develop and update, when necessary, the School District Emergency Response Plan in compliance with the Commissioner's Regulation 155.17. The District Team will include District Office administrators, principals, the Director of Buildings & Grounds, the transportation supervisor, the Director of School Safety, and teacher and nurse representatives.

Districtwide Emergency Response Team

The individuals who are charged with responding to a district/building crisis. The District Team will include District Office administrators, principals, the Director of Buildings & Grounds, the transportation supervisor, the Director of School Safety, and others as necessary.

District Chief Emergency Officer

The Superintendent or his/her designee is the District Chief Emergency Officer. The Chief Emergency Officer has general responsibility for coordination, overview and decision-making in implementing the district's Emergency Response Plan. The District Chief Emergency Officer will be appointed annually by the Board of Education.

The Chief Emergency Officer facilitates communication between school staff and law enforcement and/or first responders in the event of an emergency.

The Chief Emergency Officer is responsible for ensuring that all staff, parents and students are provided with information about emergency procedures.

Building Emergency Coordinator

The Principal is the Building Emergency Coordinator. The Coordinator has general responsibility for coordination, overview and decision-making in implementing the building's Emergency Response Plan. Upon notification of an emergency, the Coordinator will activate the plan as they believe appropriate.

Emergency Response Plan

The district and building Emergency Response Plans are the official guides for the District in the case of fire, civil emergencies, and natural disasters. The district plan provides broad concepts, policies, and procedures. It outlines strategies rather than provides details, and focuses on district policy. The district plan outlines the District's response to threats of violence and includes DASA and Code of Conduct requirements. The districtwide plan, approved by the Board of Education, is open for public review.

The building level plans detail specific response strategies. They are detailed plans that guide how building personnel and students should respond to an emergency in their school. Building level plans include schedules for drilling and details about evacuation procedures. Information specific to emergency communication among staff, responders and family is provided. Building level plans are confidential and are protected from disclosure under Article 6 of the Public Officers Law.

Included in the district and building plans shall be:

- a. Definitions of emergencies and procedures to be followed;
- b. Designation of a control center in anticipation of, or in response to an emergency;
- c. Identification of sites of potential emergencies;
- d. Identification of appropriate responses to emergencies;
- e. *Procedures for coordinating the use of District resources and personnel during emergencies;
- f. *Identification of District resources which may be available for use during an emergency;
- g. *A system for informing all schools within the district of the emergency;
- h. Plans for taking the following actions, if appropriate: school cancellation, early dismissal, evacuation and sheltering;
- i. *Pertinent information about each school, including floor plans , information on school population, number of staff, transportation needs and the business and home telephone numbers of key employees of the district and others, as appropriate;
- j. Procedures for obtaining assistance from local government officials;
- k. The roles and responsibilities of school safety personnel and School Resource Officers (SROs), including a memorandum of understanding with the Suffolk County Police Department.
- l. Any other information deemed relevant by the Committee. The Committee will examine and consider other recommended information for inclusion in the Plan.

* Confidential information included in Building Emergency Response Plan Only.

Building Emergency Response Teams

Each building shall establish a building emergency response team. Team members shall include, but not be limited to the principal, assistant principal, counselors, nurse, head/chief custodian, psychologist, social worker and secretary. A chain of command will be established within the building.

The responsibilities of the building team shall include to:

- a. Establish a building crisis announcement (included in the emergency response plan).
- b. Determine the location of the building command post, alternate command post, staging area and alternate staging area. These locations shall be included in the emergency response plan for each district location.
- c. Determine the needs of the command posts: emergency response kit, phone and radio system, and announcement procedure.
- d. Meet periodically to review procedures.
- e. Meet periodically with staff to review the emergency response plan.
- f. Maintain an accurate, current phone list for all students and staff.
- g. Determine the appropriate emergency response actions specific to the building for various emergency situations, which may include but are not limited to:
 1. Bomb threat
 2. Hostage situation/intruder
 3. Kidnapped/missing person
 4. Medical emergency
 5. Civil disturbance, radiological/terrorist incident
 6. Adverse weather condition
 7. Hazardous materials spill
 8. Explosion and/or fire
 9. School bus accident

Command Post

A primary command post is established and maintained in the Office of the Superintendent of Schools. A secondary command post is established and maintained in every school in the district. In the event of an emergency in a single site, a command post shall be established in that building in an area deemed appropriate for the particular emergency. All operations will be directed from the designated incident Command Post.

These command posts shall be equipped with the following:

- a. Equipment to receive messages from all sources:
 1. Emergency Broadcast System
 2. Radio receiver/transmitter on school bus frequency
 3. National Weather Bureau
- b. Telephone system
- c. Emergency lighting: generator, flashlights
- d. Office supplies
- e. List of emergency telephone numbers
- f. List of hazardous materials
- g. Maps, charts, etc.
- h. Laptop
- i. AED
- j. Medical supplies (The nurse will move all medications to the Command Post in the event of an emergency.)

Incident Commander

The Incident Commander, usually the Principal, coordinates efforts in the event of an emergency at the building level. The Incident Commander will:

- a. Take full control upon being notified of an emergency;
- b. Make immediate decisions regarding emergency responses;
- c. Order activation of appropriate responses;
- d. Notify appropriate agencies;
- e. Be prepared to turn over control to outside agencies;
- f. Perform testing of the Emergency Response Plan on an annual basis;
- g. Meet with local government and emergency service organization officials to develop procedures for advice and assistance for emergency situations that exceed the expertise and/or resources of the district. These procedures will then be incorporated into the Emergency Response Plan;
- h. Determine when and which educational agencies located within the school district shall be notified of an emergency and the action to be taken;
- i. Develop emergency management response actions with the Building Emergency Response Team for:
 1. Response actions – early dismissal, evacuation, and sheltering;
 2. Criminal offenses, natural & technological hazards, fire & explosions, system failures, and medical emergencies.

RISK REDUCTION/PREVENTION AND INTERVENTION STRATEGIES

ANNUAL TRAINING

The Superintendent of Schools shall ensure that annual training is conducted for all students and staff, and for new employees within thirty (30) days of hire. Instructions shall be distributed to staff in written and verbal form, and shall include:

- a. Definitions of school violence and disciplinary consequences as per the School District Code of Conduct and Ethics Policy;
- b. Student and staff guidance on nonviolent conflict resolution, peer mediation and mentor programs;
- c. Information on early detection of potentially violent behavior;
- d. Information on how to report incidents of violence, including threats, verbal abuse, and Internet/ social media threats;
- e. How to recognize and respond to school security hazards and other emergency situations;
- f. A detailed description of potential emergency situations;
- g. The names of the building emergency response team members;
- h. The method of disseminating information during an emergency;
- i. A review of post-incident procedures, including medical follow-up and counseling/referral protocols;
- j. Additional sources of information.

DRILLS

It is the duty of the principal or his/her designee to instruct and train the pupils by means of drills, so that they may, in a sudden emergency, be able to leave the school building in the shortest time possible and without confusion or panic. There shall be twelve (12) emergency drills in each school year, eight (8) of which shall be held between September 1 and December 30 of each school year. There shall be a minimum of four (4) lockdown drills. Local law enforcement shall be invited to participate in lockdown drills.

Drills shall include practice and use of the alert and warning procedures, including fire alarms when appropriate, communication systems and protocols, staff responsibilities, evacuation and sheltering procedures, and other procedures appropriate to the type of drill being performed.

In the course of at least one drill, pupils shall be instructed in the procedure to be followed in the event that a fire occurs during the lunch period, provided however, that such additional instruction may be waived where a drill is held during the regular school lunch period. Drills shall be conducted in a manner whereby students are instructed to evacuate the building using alternate routes so that they can respond in the event of a real life incident. Upon notification of an impending actual situation or drill, building principals shall direct pupils and staff to designated assembly areas or remain in classrooms as appropriate.

At least once every school year, the district will conduct a test of its emergency plan for sheltering and early dismissal. Such drills will not occur more than 15 minutes earlier than normal dismissal time. Transportation and communication procedures shall be included in the test. Pupils will be released to their assigned buses when such buses are announced as available. Normal bus schedules will be followed for the Early Dismissal Drill, but moved up for the 15-minute drill period, or in the event of a real emergency, immediately after the decision is made for an early dismissal. Parents or guardians shall be notified in writing at least one week prior to such drill.

SCHOOL SECURITY

Each school building requires all visitors to use the front door, produce identification at the security vestibule, and wear a visitor's pass that is returned upon leaving the building for the duration of the visit. Surveillance cameras are located and monitored throughout the district by trained school safety officers. School safety officers are assigned to every school in the district. Students will use designated points of entry and egress only and produce identification when requested by any adult staff member. All staff members and secondary students are required to wear a district-issued photo ID during school hours.

School safety personnel will assist in implementing aspects of the building emergency response plan. West Islip safety staff receives appropriate training and holds required certification.

EARLY DETECTION OF POTENTIALLY VIOLENT BEHAVIOR

The District-Wide Safety Team will make recommendations for appropriate annual training for students and staff in violence prevention. Training will include the early warning signs of potentially violent behavior and early intervention strategies. Informative materials relative to the early detection of potentially violent behaviors will be included, as appropriate, in curriculum materials, as well as in the Health and Wellness and district newsletters.

RESPONSES TO VIOLENT BEHAVIOR

All incidents of violence, whether or not physical injury has occurred (verbal abuse, threats of violence, etc.), as well as threats made by students, staff or visitors against others or themselves, including suicide, shall be reported immediately and be documented in writing. District personnel shall maintain a student and/or staff member's confidentiality when appropriate. There will be no reprisal for reporting incidents of violence or potential violence.

The Principal or designee shall be responsible for receiving and responding to reports, including anonymous reports. Information on the reporting process for students and staff are provided as part of the violence prevention training program at the beginning of each school year. Relationships shall be established with local law enforcement officials and emergency response agencies at the building and district levels.

Reporting of incidents

Once notified of an incident of violence or threat of physical harm made by students, staff or visitors against themselves or others, the Principal or designee will notify the local police department and activate the building response team. The area of disturbance shall be secured and assessed, and **Hold in Place** will be enacted, until the severity of the situation can be determined, at which time the appropriate emergency protocol will be initiated (evacuation, lockdown, lockout, shelter in place). Students and staff shall be briefed on the incident, and parents shall be notified.

Investigation of incidents

After an emergency or violent incident, the Superintendent and Principal will review the occurrence and determine the appropriate level of investigation and follow-up. Depending on the situation, the Superintendent may convene the District Emergency Response Team to conduct a debriefing, focusing on facts that may prevent recurrence. The investigation will collect facts on how the incident occurred, identify contributing causes, recommend corrective action, and consider changes in controls, policy and/or procedures.

Post-incident actions

The school district recognizes the importance of responding quickly and appropriately to the medical and psychological needs of students and staff following exposure to a violent incident. Individuals affected by a violent act in the school district will be provided with appropriate medical and psychological support by the Post-Incident Response Team. Provisions for confidentiality and protection from discrimination will be included to prevent victims of violent incidents or incident of violence against themselves from suffering further loss.

Disciplinary Measures

The West Islip School District Code of Conduct is the basis for determining the appropriate disciplinary measures for students who perpetrate violent behavior or disruption to the school environment through acts conducted outside of the school environment. The Code of Conduct describes the expected behavior of students, staff and visitors, and the disciplinary actions resulting for violations. A copy of the Code of Conduct may be found on the District's website.

EMERGENCY RESPONSE PROTOCOLS

The District recognizes that many different types of emergency situations may arise resulting in the need for specific or combined emergency response protocols. A detailed listing of emergency responses is included in each Building Emergency Response Plan. The Building Emergency Response Team is responsible for reviewing and updating these responses and communicating them to students and staff. Each building level plan is required to be updated annually to include possible changes in student population, staffing, location of staff and students with special needs, and building schematics; as well as any district changes to safety protocols. These changes must be submitted to the Superintendent, in writing, by September 30 of each school year.

Building administrators are required to familiarize themselves with the proper procedures for all types of emergencies that are identified in the Building Emergency Response Plan.

Sheltering and staging areas should be designated in building plans. These are sites where students and staff can congregate in the event that they must be moved away from a dangerous area such as a hostage situation, or where they can wait for transportation to a safe evacuation site. The diagrams of the building floor plans and the building and grounds site plans are listed where appropriate throughout the district and indicate possible staging areas both in the building and outside the building.

NOTIFICATION AND ACTIVATION

Effective and timely communication between the emergency response team and local emergency responders is essential in the event of a violent incident or emergency situation. The West Islip UFSD does not prohibit any staff member, student or visitor from calling 911 in the event of an emergency.

INTERNAL COMMUNICATIONS

During an emergency, all phones and other communication devices are to be reserved for emergency use only. Communication methods may include telephone, fax, email, PA system, cell phone, bullhorn, radio, blue lights, or alarm system, as necessary. Plain language, and not codes, will be used when making emergency announcements.

The district and building Emergency Response Plans shall guide the administration of the West Islip School District in dealing with myriad emergency situations of natural and manmade origins. Because no two incidents are exactly the same, this plan shall be used as a guideline. Common sense should prevail in all emergency situations. Nevertheless, general response protocols to be employed shall include:

- a. Identifying the emergency situation;
- b. Safeguarding students and staff through protective actions;
- c. Administering first aid;
- d. Notifying administrators and emergency services;
- e. Notifying parents;
- f. Notifying the media, if appropriate;
- g. Debriefing.

Five responses will be referenced in the specific emergency plans within the pages of this document. The details of each of these responses are described below.

Shelter in Place is used for incidents that require students and staff to be sheltered within the school building. This plan involves keeping students in the school rather than evacuating them to another building or sending them home. This decision would be made when roads are closed or outside travel is very hazardous. Sheltering is usually short-term, but conditions could warrant extended sheltering.

Hold in Place is used to limit movement of students and staff while dealing with short-term emergencies. This plan may be employed within the school when an incident requires student removal from the immediate location of the event, such as a fight or individual medical emergency.

Evacuate is used to move students and staff away from the building. This plan requires that a building's inhabitants leave the building for another location. Evacuation may mean going outside away from the building and waiting for the danger to pass, or it may require students be transported to and temporarily housed at another building.

Lock Out is used to secure school buildings and grounds during incidents that pose an imminent concern outside of the school.

Lock Down is used to secure school buildings and grounds during incidents that pose an immediate threat of violence in or around the school.

Other

School cancellation is a response that will be implemented in the event that the Superintendent of Schools determines that school will not be open on a scheduled school day due to a national or weather-related emergency, or because of building problems such as heating plant failure or loss of water. As soon as the decision to cancel school is made, parents and staff will be advised via a *ParentSquare* notification. Additionally, notification will be made to News12 Long Island, WBAB 102.3, WBLI 106.1, WALK FM 97.5, WALK AM 1370, and Verizon FIOS1.

Delayed Opening is employed, when possible, on days of inclement weather (snow, freezing rain, etc.) to maximize student attendance and instruction. With this delayed opening procedure, bus pickups and school starting times are delayed two hours from the normal start.

Early Dismissal or the "Go Home Plan" meets the need to return students to their homes and families as soon as possible. When the decision for an early dismissal is made, parents and staff will be advised via a *ParentSquare* notification. In the elementary and middle schools, contact with a parent/guardian or emergency contact will be established prior to sending the child home. If contact is not made, the child will remain at the school or transported to a central hold location.

SITUATIONAL EMERGENCIES

ABDUCTION/MISSING STUDENT

The Building Emergency Response Plan will include procedures to be followed in the event of an abduction or missing student. During school hours, if a student documented as previously present is missing, the first person aware of a missing student (or abduction) will immediately notify the Principal's office. The Main Office will provide student information and photo ID to building staff, who will search the building. The public announcement system will also be used. If the student is not found, the Superintendent, parent/guardian and the police will be notified. The Principal will relinquish authority of the investigation to the police upon arrival and assist as requested. No information is to be released to the media. Parents will be notified immediately if/when the student is located. Parents shall contact the school if they locate the student.

If a K-8 student does not arrive at school, a parent/guardian shall immediately be contacted. The student's mode of transportation to school should be reviewed. If the student is not located, the police should be notified. Student information and photo ID will be provided, and the Superintendent should be notified. The Principal will turn over the investigation to the police upon their arrival and assist as requested. No information is to be released to the media. Parents will be notified immediately if the student is located. Parents shall contact the school if they locate the student.

At the high school level, a parent/guardian will be contacted via the established mechanism used to notify parents of student absence. Teachers are expected to take period-by-period attendance every day as per the procedures prescribed by the Principal.

After school hours, when a student has not arrived at home when expected, the school may be notified of such by the parent/guardian. As much information as possible shall be gathered about the student and his/her departure from school. The parent/guardian shall be advised to contact friends and the police if the student is not located. The Principal or designee should be available to assist in a police investigation. Parents will be notified immediately if the student is located. Parents are expected to contact the school if the student is located.

ACTS OF VIOLENCE

In the event of an actual act of violence, the Principal and Superintendent should be notified immediately. Call 911. The immediate area should be isolated, and the building should initiate the **Hold in Place** protocol until the level of threat is ascertained, at which time the appropriate protocol will be utilized.

BOMB THREATS

Building administrators will familiarize themselves with bomb threat procedures identified in the Building Emergency Response Plan. Issues such as searches, pre-clearance, weather conditions, evacuation, sheltering, notification, returning to the building and false bomb threat prevention are to be addressed in the building level plan. The *FBI Bomb Threat Call Checklist* will be available at phones most likely to receive outside calls in each building location.

CIVIL DISTURBANCE

At the beginning of an actual or potential civil disturbance, the following information should be obtained:

- a. Specific location of action/gathering;
- b. Time incident commenced;
- c. Number of persons involved;
- d. Description of action(s) taking place;
- e. Purpose or intentions of the group;
- f. Identities of participants, if known.

The Superintendent should be notified and staff and students should be moved away from areas where confrontations are occurring or may occur. If conditions warrant, school may be closed. In this event, police and other appropriate parties should be consulted prior to reopening of school.

IMPLIED OR DIRECT THREATS OF VIOLENCE

Building plans will address strategies to be used by staff to de-escalate potential violent incidents. In the event of a threat, the Principal should be notified immediately. The Principal and Superintendent will determine the level of the threat, and contact law enforcement, if deemed necessary. Students who imply or threaten violence will be disciplined according to the District Code of Conduct.

INTRUSION

The Building Emergency Response Plan will include procedures to be followed in the event of an intruder. Security paraprofessionals, school safety, and main office personnel are to be included in intruder awareness training.

The first person to become aware of an intruder or suspicious person will immediately report this information to the Principal's Office, who in turn shall alert building school safety staff and call a **Lockdown**. School safety personnel, the Principal or designee will approach the intruder to determine the nature of his/her presence and to obtain identification. The Principal or designee will accompany the individual(s) to the proper location of business, or if no acceptable purpose can be ascertained, request that the individual(s) will be escorted off of the premises. School safety, the Principal or designee should ensure that the individual(s) has exited the building and alert staff to prevent unrecognized re-entry.

If the individual(s) refuses to leave, they should be informed that they are in violation of the law, and that the police will be notified. Dial 911 or other appropriate emergency notification. If the situation escalates, a public address announcement will be utilized to implement a **Lockdown**.

The Superintendent's Office shall be notified so appropriate resources can be made available to the building. The Principal shall assist the first emergency responders and shall relinquish authority to the police or emergency services.

TAKING OF A HOSTAGE

The Building Emergency Response Plan will include procedures to be followed in the event of a hostage situation. The first person aware of the situation will immediately notify the Principal's Office and call 911. The Principal or designee will issue the appropriate announcement alert, if necessary, isolate the area, and notify the Superintendent. No information will be provided to the media at this time. The Principal or designee will relinquish authority to the police upon their arrival and assist as requested.

MEDICAL EMERGENCIES

EPIDEMIC/PANDEMIC

In the event of a declared public health emergency, the district will implement its operational plan. Directives by the local and/or state public health officials, New York State Executive or school physician shall be followed. Students and staff will be encouraged to practice healthy behaviors, and supplies will be provided as necessary. Frequently touched objects will be cleaned often and a room will be designated within each school building for sick students and staff.

Prevention/Mitigation

- The district will work closely with the Suffolk County Department of Health Services (SCDHS) to determine the need to activate the plan.
- The SCDHS will monitor countywide cases of communicable disease and inform school districts as to appropriate actions.
- The Executive Director of Human Resources will work with the Superintendent to coordinate pandemic planning and response efforts.
- Building teams will review and assess obstacles to implementing the plan.
- The school district will emphasize vaccination, hand-washing, face coverings and other etiquette through educational campaigns.
- Information will be provided regularly to parents, staff, and students about an enforced pandemic plan using the website, postings and direct mailings for this purpose.

Essential Positions

In the event of a government ordered shutdown, a list of employees will be identified as “essential” and will not be able to work remotely. Such personnel are listed in the Directory on page 17.

Depending on the exact nature of the communicable disease and its impact, the district will use strategies to reduce congestion and maintain social distancing requirements. The following will be considered:

- Limit building occupancy or the maximum allowable by state or local guidance;
- Form employee work shift cohorts to limit potential contacts;
- Limit employee travel within the building;
- Limit restroom usage to specific work areas;
- Stagger arrival and dismissal times;
- Alternate work days weeks;
- Limit or eliminate visitors to the building.

Technology & Connectivity

All students and teachers will have access to technology devices and high-speed broadband in their places of residence to ensure that all students have an opportunity to participate in learning activities and demonstrate mastery of Learning Standards.

Employees who are identified as “non-essential” will work remotely. The district will ensure digital equity for these staff members by:

- Surveying staff to determine who will need devices to maintain operational functions or instructional services;
- Surveying staff to determine the availability of viable existing at-home Internet service;
- Providing mobile devices and Internet access as necessary.

FOOD POISONING

The problem shall be identified. Public health officials shall be notified, and the directives of the public health officials or school physician shall be followed.

INDIVIDUAL STUDENT EMERGENCY

The problem shall be identified. The nurse shall be notified and the specific protocols for addressing the emergency shall be followed. The parent shall be notified. The area of disturbance shall be secured, if necessary, and **Hold in Place** will be enacted until the incident is resolved. If the student must be transported to the hospital, the nurse, Principal, or designee shall accompany the student.

SCHOOL BUS ACCIDENT

Students shall be relocated away from the danger area if they can be moved. First aid shall be rendered to injured persons. Emergency assistance shall be requested from the police department and fire department. The Superintendent and transportation supervisor shall be notified. Parents shall be contacted and given direction as to where to meet their child.

WEATHER-RELATED EMERGENCIES

The National Weather Service advisories and media reports shall be monitored.

HURRICANE/TROPICAL STORM

National Weather Service advisories shall be monitored. If school is not in session, consultation shall take place with the Superintendent and local Emergency Management Office to coordinate cancellation of school. If school is in session, the **Go Home** plan will be implemented, if appropriate. Action shall be taken to protect school physical plants, as advised by the Suffolk County Office of Emergency Management and National Weather Service. After the storm, damage to property and facilities will be assessed. School will reopen after coordination with county emergency management office and local officials, if necessary.

THUNDERSTORM/LIGHTNING STORM

National Weather Service advisories shall be monitored. All outdoor activities will be curtailed if thunder is heard, lightning is seen or the sky is threatening. All persons shall be summoned into the building(s) to take shelter, avoiding glass doors and windows. Occupants shall stay inside a safe building or vehicle for at least 30 minutes after the last thunderclap is heard.

TORNADO

National Weather Service advisories shall be monitored. Spotters shall take positions if a watch is issued. If a tornado is sighted or a warning issued, outdoor activities will be curtailed. Other actions to be taken: shelter in hallways at the lowest floor of the building possible, avoid windows, and avoid large rooms such as cafeterias and gyms. Outside weather conditions will be monitored. When the warning is rescinded or "all clear" advice is given, normal activities will resume, if there is no damage to school property. Further actions shall be coordinated with the Suffolk County Office of Emergency Management, if necessary. If the building has sustained damage, the Superintendent, Director of Building and Grounds, and the county emergency management office will be notified.

WINTER STORM

Weather and road conditions will be monitored. Appropriate response actions will be considered: cancel school, employ **Delayed Opening** or **Early Dismissal Procedure**, provide shelter. Protocols for notifying BOCES District Superintendent, media outlets, staff and parents shall be employed.

NATURAL DISASTERS

EARTHQUAKE

National Weather Service advisories shall be monitored. If indoors, occupants shall drop to the ground, take cover under a sturdy table, and hold on until the shaking stops. Stay away from glass, windows, outside doors and walls, and stay inside until the shaking stops and it is safe to go outside. Elevators shall not be used. If outdoors, stay outside, but move away from buildings, streetlights and utility wires.

FLOOD

National Weather Service advisories and local road conditions shall be monitored. Roads most vulnerable to flooding shall be identified. Plans for school closings and/or selections of alternate transportation routes shall be made, if necessary. Emergency response will be activated based on advisories from the National Weather Service and the Suffolk County Office of Emergency Management. Appropriate response actions shall be taken: cancel school, employ **Delayed Opening** or **Early Dismissal Procedure**, provide shelter. Protocols for notifying BOCES District Superintendent, media outlets, and staff and parents shall be employed. When conditions permit, schools shall reopen.

TECHNOLOGICAL/CHEMICAL HAZARDS

AIR POLLUTION

Advisories from local health authorities or environmental agencies shall be monitored. Appropriate response actions shall be taken: cancel school or **Early Dismissal Procedure**, provide shelter. Protocols for notifying BOCES District Superintendent, media outlets, and staff and parents should be employed. When conditions permit, and as recommended by local health and environmental officials, schools shall reopen.

GAS LEAK

Upon discovery or detection, the Director of Buildings and Grounds and the Superintendent shall be notified. The degree of the problem shall be evaluated and the fire department and/or local gas supplier shall be contacted. Operation of the building shall be curtailed or cease, as appropriate. Staff, parents, and students shall be notified. Commence remedial action. Resume normal activities when safety assurances are provided by the fire department and gas supply supervisor.

HAZARDOUS MATERIALS (OFF SITE)

Upon notification, directives of the Suffolk County Office of Emergency Management and the fire department shall be followed, including to: **Shelter in Place**, close off all outside air intake valves, and curtail outdoor activities. If directed to **Evacuate**, the appropriate procedure will be implemented. Normal activities will resume when safety assurances are provided by the appropriate authorities.

HAZARDOUS MATERIALS (ON SITE)

Upon discovery or detection of any spill of a hazardous nature or petroleum product, 911 shall be called and the fire department and Superintendent notified. Directives from the Suffolk County Office of Emergency Management and the fire department shall be followed. Operation of the building shall be curtailed or cease, as appropriate. If directed to **Evacuate**, the appropriate procedure will be implemented. Staff, parents, and students and the New York State DEC hotline shall be notified. A remediation plan shall be developed with the fire department and the DEC. A professional agency will remediate and decontaminate the area. Normal activities will resume when safety assurances are provided by the DEC and other appropriate authorities.

POWER OUTAGE

Upon discovery, the Director of Buildings and Grounds and the Superintendent shall be notified. The degree of the problem shall be evaluated and PSEGLI shall be notified. Operation of the building shall be curtailed or cease, as appropriate. Staff, parents, students, and the Technology Department shall be notified and remedial action commenced. Normal activities shall resume when electric power is restored.

RADIOLOGICAL INCIDENT

Upon notification, directives of the Office of Suffolk County Emergency Management and the fire department shall be followed. If directed to **Shelter in Place**, outside air intake valves shall be closed and outdoor activities curtailed. If directed to **Evacuate**, the appropriate procedure will be implemented. Normal activities will resume when safety assurances are provided by the appropriate authorities.

COMMUNICATION

MEDIA NOTIFICATION

The Superintendent and/or designee will assist the media. The Superintendent will share the District's communication plan to keep the media informed and coordinate with fire and police public information officers to provide accurate and consistent information.

The media is not allowed on school property without permission from District Office, and only in areas designated in building plans. Staff and students are not authorized to grant interviews.

PARENT NOTIFICATION AND RESPONSIBILITIES

The ability to contact parents/guardians is a critical component of any emergency response plan. It is essential that an accurate, current emergency telephone contact chain be in place in each building. Copies of the emergency telephone contact chain will be kept in the Main Offices of the school buildings and in District Office. The automated *ParentSquare* program shall be used whenever possible and appropriate to disseminate information.

In the event of an emergency, it is expected that parents will:

- a. Cooperate with and support school personnel and emergency service workers.
- b. Remember that school is one of the safest places where students may be located during most crises or natural disasters.
- c. Recognize that students will be kept at school until the police department determines that the crisis is over. If students are evacuated to another location, parents will be alerted via *ParentSquare*, media release, and web posting.
- d. Stay clear of the school building and premises so that school personnel may do their jobs unfettered by outside distractions.
- e. Refrain from calling the building or district for information, as this distracts staff from doing their primary job: ensuring the safety of students and may unnecessarily jam phone lines.

DIRECTORY

DISTRICT-WIDE SCHOOL SAFETY TEAM

Dr. Paul Romanelli	Superintendent of Schools	631-930-1560
James Bosse	Director of Buildings & Grounds	631-930-1503
Maureen O'Connor	Administrative Assistant, District Office	631-930-1561
Jeanne Dowling	Director of Special Education	631-930-1545
Elisa Pellati	Assistant Superintendent for Business	631-930-1530
Timothy Horan	Director of Athletics, Physical Education, Health & Recreation	631-930-1540
Don Lettieri	Lead Guard, West Islip High School	631-504-5905
Sean McAlevey	Director of School Safety	631-893-3347
Dawn Morrison	Assistant Superintendent for Curriculum & Instruction	631-930-1559
Dr. Patrick Kiley-Rendon	Executive Director of Technology and Innovation	631-930-1580
James Cameron	Assistant Superintendent for Human Resources	631-930-1564
Elisa Pellati	Transportation Department	631-893-3940

CHIEF EMERGENCY OFFICER

Dr. Paul Romanelli	Superintendent of Schools	p.romanelli@wi.k12.ny.us	631-930-1560
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BUILDING SAFETY COORDINATORS

John Mullins	Principal, Bayview ES	j.mullins@wi.k12.ny.us	631-504-5603
Andrew O'Farrell	Principal, Beach Street MS	a.ofarrell@wi.k12.ny.us	631-930-1604
Vanessa Williams	Principal, Manetuck ES	v.williams@wi.k12.ny.us	631-504-5644
Amanda Harvey	Principal, Oquenock ES	am.harvey@wi.k12.ny.us	631-504-5663
Rhonda Pratt	Principal, Paul J. Bellew ES	r.pratt@wi.k12.ny.us	631-504-5684
Dr. Daniel Marquardt	Principal, Udall Road MS	d.marquardt@wi.k12.ny.us	631-930-1655
Dr. Anthony Bridgeman	Principal, West Islip HS	a.bridgeman@wi.k12.ny.us	631-504-5815

ESSENTIAL EMPLOYEES

Title	Justification	Work Shift	Protocol
Superintendent's Cabinet	Overall district supervision	Regular school day	Private office
Principals	Overall building supervision	Regular school day	Private office
District Office staff	Necessary work (informational and instructional technology, payroll, food service, facility use, transportation, etc.)	Regular school day	Staggered shifts as necessary
Building clericals	Assist building principals Greet visitors	Regular school day	Staggered shifts Private work area with barrier
Building & Grounds staff: custodians, maintenance, grounds	Work cannot be completed remotely	Regular school day	Staggered shifts Individual work assignments
Nurses	Parent/staff oversight and communication	Regular school day	Private office

OUTSIDE AGENCIES – SUFFOLK COUNTY

County Fire Rescue/Emergency Services	Commissioner’s Office	631-852-4850
	<i>nights, weekends, holidays</i>	631-852-4815
	Emergency Preparedness	631-852-4900
Department of Public Works	General Information	931-852-4000
	Main Office	631-852-4010
	<i>nights, weekends, holidays</i>	631-852-4256
Division of Mental Hygiene	Community Response Team	631-853-3109
Environmental Health Services	Administration	631-853-3081
	<i>nights, weekends, holidays</i>	631-853-5555
Health Services	Information & referrals	631-853-3000
	<i>nights, weekends, holidays</i>	631-853-5555
	Poison Control	1-800-222-1222
Police Department – 3rd Precinct		631-854-8300
Public Health Department	Administration	631-853-3055
	<i>nights, weekends, holidays</i>	631-853-3074
Good Samaritan Hospital		631-376-3000
South Shore University Hospital		631-968-3000
Stony Brook University Hospital	Psychiatric	631-444-4000

OUTSIDE AGENCIES – NEW YORK STATE

Department of Environmental Conservation	Regional Office	631-444-0320
	Emergency Spill Hotline	1-800-457-7362
Health Department	Environmental Health	1-800-458-1158
Labor Department	Safety & Health Regional Office	516-485-4409
	Emergency Management Office	518-457-2222

OUTSIDE AGENCIES – FEDERAL

Department of Energy	Radiological assistance	631-282-2200
FEMA	24-hour Hotline	202-898-6100
	On-site coordination	212-225-7209
Occupational Safety & Health (OSHA)		516-334-3344
	24-hour Hotline	1-800-321-6742

PERSONNEL:

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

ADMINISTRATIVE

A-1 RESIGNATION

Dr. Michelle Walsh, Director of English Language Arts and Intervention Services,
(Literacy and Math) K-5, MTSS K-12
Effective October 7, 2023
(District Office)

CIVIL SERVICE

CL-1 CHANGE IN TITLE

Kate Klarikaitis, Building Aide
Effective September 11, 2023
(Beach Street; Step 2; change from Special Education Aide)

Ryan Perry, Special Education Aide
Effective September 11, 2023
(Beach Street; Step 1; change from Building Aide)

CL-2 PROBATIONARY APPOINTMENT (AMENDED)

Alexander Ruffini, Library Aide
Effective August 31, 2023
(Paul J. Bellew; Step 1; change start date from September 1, 2023)

CL-3 PROBATIONARY APPOINTMENT

Shivangi Chabra, Cafeteria Aide
Effective September 20, 2023
(Beach Street; Step 1; new position)

*Brittany Nelson, Cafeteria Aide
Effective September 22, 2023
(Manetuck; Step 1; replacing Danielle Pozzini {reassigned})

Pavani Patnaik, Cafeteria Aide
Effective September 20, 2023
(Paul J. Bellew; Step 1; replacing Jessica Churpita; resigned)

*Kristin Pugarelli, Cafeteria Aide
Effective September 26, 2023
(Udall; Step 1; replacing Charlene DiCicco {reassigned})

Stacy Spisak, Building Aide
Effective September 20, 2023
(Udall; Step 1, new position)

CIVIL SERVICE, continued

CL-3 **PROBATIONARY APPOINTMENT, continued**

*Claudia Ventura, Part-Time Food Service Worker
Effective September 20, 2023
(Beach Street; \$16.22/hr; replacing Ashleigh Nieves {resigned})

**Conditional pending fingerprinting clearance*

CL-4 **SUBSTITUTE CUSTODIAN (\$15/hr)**

Melissa Belle, effective September 20, 2023
Jennifer Garofalo, effective September 20, 2023

OTHER

ALTERNATIVE SCHOOL INSTRUCTORS 2023-2024 (AMENDED)

Kelly (Weisenseel) Daidone, Math 2 sections/full year
(change in number of sections from 1 to 2)

ALTERNATIVE SCHOOL INSTRUCTORS 2023-2024

David Moglia, Global History 1 section/full year

AUDITORIUM TECHNICIANS 2023-2024

Bruce Bockstruck	Arthur Machowicz
Justin DeMaio	Joseph Senatore
Jesse Fawess	Melissa Senatore
Ryan Jensen	John Simeone
David Kaufman	Michael Taranto
James Kraiss	Ronald Weber

CONCERT HALL MANAGERS 2023-2024

James Kraiss, High School
John Kennedy, Beach Street Middle School
Michael Taranto, Udall Road Middle School

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Helene Mendez, Bayview Elementary
Effective September 26, 2023 through June 26, 2024

SUBSTITUTE TEACHER (\$130 per diem)

Karen Nordland, effective September 20, 2023

OTHER, continued

MENTOR PROGRAM 2023-2024

Karen McCarthy, Coordinator

Mentor

Wendy Fogarty (Kristen Bergin, Elementary)
Kimberly Kennedy (Danielle Faulkner, Elementary)
Kimberly Spinella (Paige Gillespie, Elementary)
Ann Staak (Taylor Gonzalez, Elementary)
Christopher Salerno (Victoria Jablonski, Mathematics)
Cynthia LaPrarie (Tara Campbell, Elementary)
Stephanie Glennon (Amanda Maglione, Special Education)
Kerri Ierardi (Christie Cusanelli, Special Education)
Robin Caputo (Sara Pollack, Elementary)
Kristin Foster (Danielle Sadusky, Special Education)
Lindsay Simonton (Erin Gorey-Gonzales, Elementary)
Maureen Sanchez (Mollie Healey, Elementary)
Alyssa O'Connor (Karen Borst, Mathematics)
Rebecca Silva (Brandon Cohen, Psychologist)
Andrea Agramonte (Luisa Marino, World Languages)
Meghan Linderman (Alyssa Tocco, FACS)
Deanna Johnson (Gianna Capanelli, Special Education)

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2023**, 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 **Serene Home Nursing Agency**, (hereinafter the "CONSULTANT"), having a principal mailing address of 42 Academy Street, Patchogue, NY 11772

A. TERM

1. The term of this Agreement shall be from **July 1, 2023** through **June 30, 2024**, 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. Defense / Indemnification
 - a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

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

C. SERVICES AND RESPONSIBILITIES

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

SEE ATTACHED RATE SHEET – 2023-2024

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 **2023-2024 Rate Sheet**.

E. INSURANCE

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

Serene Home Nursing Agency

42 Academy Street
 Patchogue, NY 11772
 (631) 696-9669 x 135 - Office
 (631) 366-8313 - Fax

West Islip Union Free School District 2023-2024 Service Rates

RN Assessment	\$189 per visit
RN School Nurse (up to 2 hours)	\$189.00
RN School Nurse (over 2 hours)	\$91.00 per additional hour rounded up to next hour
RN Private Duty Nurse (up to 2 hours)	\$189.00
RN Private Duty Nurse (over 2 hours)	\$91.00 per additional hour rounded up to next hour
Nurse to accompany student to and from school on bus	\$194.00 up to 2 hours per trip
Nurse to accompany student to and from school on bus	\$99.00 per additional hour per trip
LPN Private Duty Nurse (up to 2 hours)	\$179.00
LPN Private Duty Nurse (over 2 hours)	\$74.00 per additional hour rounded up to next hour
Physical Therapy visit up to 1 hour	\$197.00 (up to 1 hour)
Physical Therapy visit (over 1 hour)	\$122.00 per additional hour rounded up to next hour
Occupational Therapy visit up to 1 hour	\$197.00 (up to 1 hour)
Occupational Therapy visit (over 1 hour)	\$122.00 per additional hour rounded up to next hour
Speech Therapy visit up to 1 hour	\$197.00 (up to 1 hour)
Speech Therapy visit (over 1 hour)	\$122.00 per additional hour rounded up to next hour
Aide Services (up to 6 hours)	\$202.00
Aide Services- per additional hour (over 6-hour base day)	\$37.00 per additional hour rounded up to next hour
CNA (up to 6 hours)	\$227.00
CNA per additional hour (over 6-hour base day)	\$39.00 per additional hour rounded up to next hour

*Please note, the above rates are courtesy discounted rates from our published rates. For billing purposes, any services provided for less than a full hour will be rounded up to a full billable hour.

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

Supplemental Agreement dated this 1st day of July, 2023 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and **Serene Home Nursing Agency** (the "Contractor") located at 42 Academy Street, Patchogue, NY 11772.

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 Serene Home Nursing Agency.

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, 2024. 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.

SERENE HOME NURSING AGENCY

By: Kristi Manolis

Print Name: Kristi Manolis

Title: CEO

Date: 8/23/23

WEST ISLIP UNION FREE SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

Serene Home Nursing Agency's Data Privacy and Security Plan

Serene Home Nursing Agency (SHNA) maintains and enforces the Cybersecurity policies listed below:

- Access Controls and Identity Management Policy
- Asset Inventory and Device Management Policy
- Business Continuity and Disaster Recovery Planning Policy
- Customer Data Privacy Policy
- Data Classification and Governance Policy
- Data Retention, and Destruction Policy
- Incident Response Policy
- Information Security Policy
- Physical Security and Environment Controls Policy
- Risk Assessment Policy
- Systems and Network Monitoring Policy
- Systems and Network Security Policy
- Systems Operations and Availability Policy

Serene Home Nursing Agency (SHNA) has implemented the administrative and operational technical safeguards below:

- Account Monitoring and Control Policy
- Password Parameters
- Controlled Access
- Administrative Privileges
- Document Control
- IPS – Intrusion Prevention System
- IDS – Intrusion Detection System
- IPsec – Internet Protocol Security
- SSL – Secure Sockets Layer
- ACL – Access Control List
- DMZ – Demilitarized Zone
- Multi-factor Authentication
- Microsoft Active directory - Lightweight Directory Access Protocol (LDAP)
- Firewall
- Carbon Black Antivirus

Serene Home Nursing Agency officers, employees and authorized users of information systems must complete annual security awareness training mandated by the State of New York, which will include cybersecurity awareness training. The training will be obtained through one of the following:

- remote online course
- live webinar, and/or
- in-person instructor led course

All employees are required to sign a HIPAA Compliance Agreement upon initial employment and are required to complete a yearly in-service on HIPAA privacy requirements.

Serene Home Nursing Agency will manage any data security and privacy incidents that implicate PII and identify breaches and/or unauthorized disclosures and report incidents to the District with the following protocols:

- Initiate the Incident Response Policy
- Established secure configuration standards for firewalls, routers and network switches which include:
 - Firewall contains IPS (Intrusion Prevention System) and IDS (Intrusion Detection System)
 - Deep Packet Inspection
 - Content Management
 - Notifications to IT personnel on any alerts or intrusions
- Incidents will be reported via a Data Incident Reporting Form to the following School District individuals: Ex. IT Director, Districts Information Security Officer
- The report will indicate whose personal information was disclosed, to whom it was disclosed, when it was disclosed, how it was disclosed/accessed, and what steps have been taken in response to the disclosure

Serene Home Nursing Agency will surrender all data belonging to the district after the contractual agreement has been met via secure electronic data transfer or Physical paper delivery upon request by the District. (Ex. SFTP, SSL, encrypted external hard drives, 3rd party secure business delivery for physical documents)

Serene Home Nursing Agency hires a secured third-party service who destructs all data and/or PII (Personal Identifiable Information) paper documents. SHNA will provide certification of such destruction via email upon request by the district

Serene Home Nursing Agency's data security and privacy program/practices materially align with the NIST CSF v1.1 as listed below:

Access Controls and Identity Management Policy - Identify (ID)

- actively manage the lifecycle of system and application accounts
- prevent unauthorized access to systems, applications, and information.
- comply with legal and regulatory obligations.

Asset Inventory and Device Management Policy - Identify (ID)

- produce an accurate depiction of SHNA logical and physical technological footprint as required to conduct an effective Risk Assessment.
- enhance the ability to control, maintain and properly secure technology assets.
- promote SHNA ability to conduct proper information technology planning and budgeting exercises.
- manage the acquisition, maintenance and decommissioning of technology assets.
- efficiently allocate support resources.
- enhance SHNA, ability to effectively conduct Business Continuity and Disaster Recovery Planning.
- actively manage (inventory, track and correct) all hardware devices on the network so that only authorized devices are provided access, and unauthorized and unmanaged devices are found and prevented from gaining access; and
- comply with legal and regulatory obligations.

Data Classification and Governance Policy - Identify (ID)

- define data classification types.
- protect sensitive data.
- assist in assessing risk and defining corresponding controls to manage risk; and
- comply with legal and regulatory requirements.

Risk Assessment Policy - Identify (ID)

- identify cybersecurity threats and vulnerabilities.
- document how risks will be mitigated, transferred, or accepted
- provide actionable information for the Cybersecurity program.
- comply with legal and regulatory obligations.

Systems and Network Security Policy - Protect (PR)

- secure information technology assets; and
- comply with legal and regulatory obligations.

Awareness and Training - Protect (PR)

- all employees must complete annual security awareness training mandated by the State of New York.
- The training will also include cybersecurity awareness by the following methods: remote online course, live webinar, and/or in-person instructor led course.

Customer Data Privacy Policy - Protect (PR)

- ensure the confidentiality and integrity of customer data.

- comply with legal and regulatory obligations.

Information Security Policy

- Protect (PR)

- provide a safe and secure computer and network environment for employees and authorized users.
- protect the Company from liabilities or damages related to the misuse of information technology systems.
- comply with all current and relevant legislation and regulations.
- protect sensitive and confidential information.
- ensure that all authorized users, members of management and shareholders understand their responsibilities for protecting assets and information.

Systems Operations and Availability Policy

- Protect (PR)

- promote effective information technology planning.
- avoid bottlenecks or degraded service.
- avoid unplanned disruptions or outages.
- define how information technology is used in the Company.
- comply with legal and regulatory obligations.

Data Retention, and Destruction Policy

- Protect (PR)

- define the length of time that data is retained and when and how that it can be destroyed.
- archive original documents that may be required to be retained for litigation, disaster recovery efforts or by applicable law or regulation.
- establish a document retention period and ensure that documents are destroyed in a proper manner.
- comply with legal and regulatory obligations.

Physical Security and Environment Controls Policy

- Protect (PR)

- prevent unauthorized or unlawful access to the organizations' building with the intent of theft, damage, or disruption to operations.
- prevent the destruction or damage of information technology assets due to environmental threats.
- comply with legal and regulatory obligations.

Systems and Network Monitoring Policy

- Detect (DE)

- monitor information technology assets.

- collect, manage, and analyze audit logs of events that could help detect, understand and recover from an attack.
- Implement an incident response team
- comply with legal and regulatory obligations.

Incident Response Policy

- Respond (RD)

- SHNA maintains an incident response plan which contains the following:
 - the objectives and goals of the incident response plan
 - procedures for incident response planning and preparation
 - definition of roles, responsibilities, and levels of decision-making authority
 - process for monitoring, detecting, responding to, and reporting information security incidents.
 - procedures for handling forensic evidence
 - procedures for internal and external communications
 - process for identifying and remediating weaknesses in information security controls
 - comply with legal and regulatory obligations

Business Continuity and Disaster Recovery Planning Policy - Recover (RC)

Data Backup and Recovery Principles:

- 2 copies of "Critical" data are kept at all times.
- Backup files are kept on two different media types at all times.
- One copy of back up files is kept offsite.
- A documented BCDRP exists at all times.
- The BCDRP is routinely updated, at a minimum once every year, by authorized personnel to reflect any changes made to the scope, disaster declaration criteria, notification procedure, BCDRP team member or recovery procedures.

The contents of the BCDRP, at a minimum, include:

- critical business information (locations, primary shareholders, and emergency contact information)
- BCDRP team members.
- a list of assets by category.
- disaster declaration guidelines.
- notification procedures.
- recovery procedures
- comply with legal and regulatory obligations.

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2023**, 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 PPT Therapies of Western Suffolk, PT, OT, SLP, LLP (hereinafter the “CONSULTANT”), having a principal mailing address of 77 Veterans Memorial Highway, Suite 5, Commack, New York 11725-3410.

A. TERM

1. The term of this Agreement shall be from **July 1, 2023** through **June 30, 2024**, 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. Defense / Indemnification
 - a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys’ fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

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

C. SERVICES AND RESPONSIBILITIES

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

Related Services District-Wide as per attached 2023-2024 rate sheet.

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

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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 **2023-2024 Rate Sheet**.

E. INSURANCE

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

PPT Therapies of Western Suffolk, PT, OT, SLP, LLP West Islip Union Free School District

BY: 
Executive Director

BY: _____
President, Board of Education



PPT Therapies

Formerly Pediatric Physical Therapy Associates

77 Veterans Highway, Suite 5
Commack, NY 11725-3410
Office 631.499.4344 • Fax 631.499.4383

Physical Therapy
Occupational Therapy
Speech/Language Therapy

www.ppttherapies.com
email: ppttherapies@optonline.net

2023 – 2024 RATE SHEET

West Islip Public Schools

100 Sherman Ave.
West Islip, NY 11795
(631) 930-1547

- **Physical Therapy – Occupational Therapy – Speech & Language Therapy**
- **Consultation**
- **Evaluation Services**

Individual Session – School Based Service	\$ 65.00 per 30 minute session \$130.00 per 60 minute session
Individual Session - *Home Based Service	\$ 75.00 per 30 minute session \$150.00 per 60 minute session
Group Session	\$ 75.00 per group of 2 students per 30 minute session \$ 90.00 per group of 3 or more students per 30 minute session
Evaluation	\$180.00 Including written report
Annual Review	\$ 65.00 Including written report
CPSE/CSE Meeting Attendance	\$ 65.00 per 30 minutes
Meeting by Phone/Virtual Meeting	\$ 65.00 per 30 minutes
Consultation as per IEP	\$ 65.00 per 30 minutes
Update IEP/Frontline Quarterly	\$ 32.50 per 15 minutes per student
Update IEP/Frontline Upcoming School Year Draft (includes present levels & goals)	\$ 65.00 per student
Annual Review Meeting	\$ 65.00 per 30 minutes
Team Meeting	\$ 65.00 per 30 minutes
Consultation with Staff (Not an IEP Service)	No Charge
Parent Communication	No Charge
Adaptive Equipment (Includes Assessment, Recommendation, Ordering & Servicing)	\$ 65.00 per 30 minutes

*Home Based rates apply to any Parochial or Private School located off-District premises.

PPT THERAPIES OF WESTERN SUFFOLK, PT, OT, SLP, LLP

77 Veterans Hwy, Suite 5, Commack, NY 11725-3410

Tax ID: 45-5553648

Email: ppttherapies@gmail.com

T: 631-499-4344

F: 631-499-4383

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

and

Supplemental Agreement dated this 1st day of July, 2023 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and PPT Therapies of Western Suffolk, PT, OT, SLP, LLP, (the "Contractor") located at 77 Veterans Memorial Highway, Suite 5, Commack, NY 11725.

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

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

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

1. 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 PPT Therapies of Western Suffolk, PT, OT, SLP, LLP.

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, 2024. 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.

**PPT THERAPIES OF WESTERN SUFFOLK
PT, OT, SLLP, LLP**

West Islip Union Free School District

By: 

By: _____

Print Name: KEITH P. LARKIN

Print Name: _____

Title: PARTNER

Title: _____

Date: 8/31/23

Date: _____

CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN RESPONSE

District: West Islip School District

1. PPT Therapies of Western Suffolk, PT, OT, SLP, LLP ("PPT) requirements to ensure protection of confidential information:
 - a. Technological safeguards
 - b. Restricted access
 - c. Emphasis on information stewardship
 - d. Organization culture of training, awareness and compliance with Policy & Procedures

PPT understands and acknowledges that it has in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information from education records, and it shall:

- i. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - ii. Not use the education records for any purposes other than those explicitly authorized in this Agreement;
 - iii. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and
2. Technological Safeguards: Passwords
 - a. PPT uses technological safeguard to ensure protection from unauthorized access to computer systems.
 - b. A user ID and password are required to access workstations
 - c. Passwords must be changed every 90 days
 - d. Confidential file access is limited to work-related requirements

Technological Safeguards: Security Plan

- e. PPT employees, independent contractors, and staff are required to use these technological safeguards when working with confidential information.
 - i. Computer work sessions must include timeouts on desktops or laptops
 - ii. Secure data networks must be used for transmitting confidential information
 - iii. Use of the PPT secure website is required for transmitting confidential information (<https://www.pptherapies.com>)
 - iv. Confidential information may not be stored on portable media unless portable media is encrypted
3. Information Stewardship: Annual Requirements
 - a. All PPT employees, independent contractors and staff are required to annually complete PPT confidentiality training
 - b. Sign a Confidentiality Agreement to indicate a commitment to protect confidentiality of PII
 - c. Complete security training to ensure information technology (IT) and physical security protections are understood
 4. All Employees and Independent Contractors of PPT complete a BUSINESS ASSOCIATE/INDEPENDENT CONTRACTOR HIPAA AGREEMENT
 - a. This Business Associate/Independent Contract HIPAA Agreement (this "Agreement") is entered into effective as of date indicated below, by and among

PPT Therapies of Western Suffolk, PT OT SLP LLP (herein "Covered Entity") and the Business Associate/Independent Contractor named below (herein "BA/IC") in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as "HIPAA") [Covered Entity and Business Associate may be referred to herein individually as a "Party" or collectively as the "Parties"].

- b. **STATEMENT OF AGREEMENT §1. HIPAA Compliance and Agents.** BA/IC hereby agrees to fully comply with the "Business Associate" requirements under HIPAA, throughout the term of this Agreement. Further, BA/IC agrees that to the extent it has access to PHI, BA/IC will fully comply with the requirements of HIPAA and this Agreement with respect to such PHI; and, further, that every agent, employee, subsidiary, and affiliate of BA/IC to whom it provides PHI received from, or created or received by BA/IC on behalf of, Covered Entity will be required to fully comply with HIPAA, and will be bound by written agreement to the same restrictions and terms and conditions as set forth in this Agreement.
- c. **§2. Use and Disclosure; Rights.** BA/IC agrees that it shall not to use or disclose PHI except as permitted under this Agreement or as required by law. BA/IC acknowledges that this Agreement does not in any manner grant BA/IC any greater rights than Covered Entity enjoys, nor shall it be deemed to permit or authorize BA/IC to use or further disclose PHI in a manner that would otherwise violate the requirements of HIPAA if done by Covered Entity.
- d. **§3. Required or Permitted Uses.** BA/IC agrees that it is permitted to use or disclose PHI only: (a) upon obtaining the authorization of the patient to whom such information pertains in accordance with 45 C.F.R. §164.502(a)(1)(iv) and §164.508, (b) upon obtaining the consent of a patient to whom such information pertains, if the use or disclosure is for purposes of treatment, payment, or health care operations, in accordance with 45 C.F.R. §164.502(a)(1)(ii) and §164.506, or (c) without an authorization or consent, if in accordance with 45 C.F.R. §164.506, §164.510, §164.512, §164.514(e), §164.514(f), §164.514(g), or as otherwise permitted or required by agreement or law.
- e. **§4. Safeguards, Location.** BA/IC agrees to develop and use appropriate procedural, physical, and electronic safeguards to prevent misuse of PHI other than as provided by this Agreement. BA/IC agrees to notify Covered Entity of the location of any PHI disclosed by Covered Entity or created by BA/IC on behalf of Covered Entity and held by or under the control of BA/IC or those to whom BA/IC has disclosed such PHI.
- f. **§5. Minimum Necessary.** BA/IC must limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of HIPAA. BA/IC represents that all uses, disclosures, and requests it will make shall be the minimum necessary in accordance with HIPAA requirements. Covered Entity may, pursuant to HIPAA, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by BA/IC. BA/IC acknowledges that if BA/IC is also a covered entity, as defined by HIPAA, BA/IC is required, independent of BA/IC's obligations under this Agreement, to comply with the HIPAA minimum necessary requirements when making any request for PHI from Covered Entity.

- g. §6 Records, Covered Entity Access. BA/IC shall maintain such records of PHI received from, or created or received on behalf of, Covered Entity and shall document subsequent uses and disclosures of such information by BA/IC as may be deemed necessary and appropriate in the sole discretion of Covered Entity. BA/IC shall provide the Covered Entity with reasonable access to examine and copy such records and documents of BA/IC during normal business hours. BA/IC agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of HIPAA and any investigation of Covered Entity regarding compliance with HIPAA conducted by the U.S. Department of Health and Human Services ("DHHS"), Office of Civil Rights, or any other administrative or judicial body with jurisdiction.
- h. §7. DHHS Access to Books, Records, and Other Information. BA/IC shall make available to DHHS its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by BA/IC on behalf of, Covered Entity for purposes of determining the Covered Entity's or BA/IC's compliance with HIPAA.
- i. §8. Designated Record Set; Individual Access. BA/IC shall maintain a designated record set, as defined by HIPAA, for each individual patient for which it has PHI. In accordance with an individual's right to access to their own PHI under HIPAA, BA/IC shall make available all PHI in that designated record set to the individual to whom that information pertains, or such individual's representative, all PHI in that designated record set, upon a request by such individual or such individual's representative.
- j. §9. Accounting. BA/IC shall make available PHI or any other information required to provide, or assist in preparing, an accounting of disclosures in accordance with HIPAA.
- k. §10. Report of Improper Use or Disclosure. BA/IC shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not provided for by this Agreement.
- l. §11. Amendment of and Access to PHI, Notification. BA/IC shall make available PHI for amendment and shall incorporate any amendments to PHI accordingly. BA/IC shall make reasonable efforts to notify persons, organizations, or other entities, including other BA/ICs, known by BA/IC to have received the erroneous or incomplete information and who may have relied, or could foreseeably rely, on such information to the detriment of the individual patient. BA/IC must update this information when notified by Covered Entity.
- m. §12. Termination Rights. BA/IC acknowledges and agrees that Covered Entity shall have the right to immediately terminate this Agreement in the event BA/IC fails to comply with HIPAA requirements concerning PHI and the above requirements. This Agreement authorizes Covered Entity to terminate the Agreement, if Covered Entity determines, in its sole discretion, that BA/IC has violated a material term of the Agreement required by HIPAA.
- n. §13. Breach or Violation; Knowledge. If Covered Entity knows of a pattern of activity or practice of BA/IC that constitutes a material breach or violation of BA/IC's obligations under this Agreement, Covered Entity shall take any steps reasonably necessary to cure such breach or end such violation, and, if such steps are unsuccessful, shall either (a) terminate this Agreement, if feasible, pursuant to §12, or (b) if termination is not feasible, report the breach or violation to DHHS. If BA/IC as a covered entity, defined by HIPAA, violates the terms and conditions of this Agreement in its capacity as a BA/IC of another covered entity,

BA/IC will be in noncompliance with the standards, implementation specifications, and requirements of HIPAA.

- o. §14.Return of PHI. BA/IC agrees that upon termination of this Agreement, and if feasible, BA/IC shall (a) return or destroy all PHI received from, or created or received by BA/IC on behalf of, Covered Entity that BA/IC still maintains in any form and retain no copies of such information or, (b) if such return or destruction is not feasible, extend the protection of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.
- p. §15.Notices. All notices and other communications under this Agreement to any Party shall be in writing and shall be deemed given when delivered personally, telecopied (which is confirmed) to that Party at the telecopy number for that Party set forth at the end of this Agreement, mailed by certified mail (return receipt requested) to that Party at the address for that Party set forth at the end of this Agreement (or at such other address for such Party as such Party shall have specified in a notice to the other Parties), or delivered to Federal Express, UPS, or any similar express delivery service for delivery to that Party at that address.
- q. §16.Non-Waiver. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- r. §17.Gender and Numbers; Headings. Where permitted by the context, each pronoun used in this Agreement includes the same pronoun in other genders and numbers, and each noun used in this Agreement includes the same noun in other numbers. The headings of the various sections of this Agreement are not part of the context of this Agreement, are merely labels to assist in locating such sections, and shall be ignored in construing this Agreement.
- s. §18.Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.
- t. §19.Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, written and oral, among the Parties with respect to the subject matter of this Agreement.
- u. §20.Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the Parties and their respective heirs, personal representatives, successors, and assigns. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be transferred or assigned by BA/IC without the prior written consent of Covered Entity.
- v. §21.Severability; Governing Law. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall

remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

- w. §22.Survival. All representations, covenants, and agreements in or under this Agreement or any other documents executed in connection with the transactions contemplated by this Agreement, shall survive the execution, delivery, and performance of this Agreement and such other documents.
 - x. §23.Further Assurances. Each Party shall execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other Party to carry out the purpose and intent of this Agreement.
5. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, PPT shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps SERVICE PROVIDER has taken to minimize said breach. Said notification must be made within seven (7) days of the breach.
 6. PPT shall return or destroy all confidential information or PII student data obtained in connection with the services provided to the District. Destruction of the confidential information and/or student data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.
 7. PPT utilizes a secure shredding company. All shredding is done on-site and a Certificate of Destruction is obtained. PPT will provide the District with copy of the Certificate of Destruction upon request.
 8. PPT data security, privacy practices, policies and wording forwarded to the District in the PPT Service Agreement are also listed in the District Contract for Consultant Services.

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2023**, 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, 2023** through **June 30, 2024**, 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 attached 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 2023-2024 rate sheet.**

E. INSURANCE

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

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

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

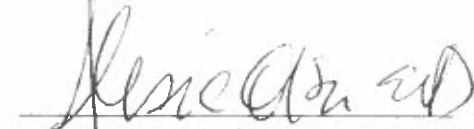
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

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

Long Island Tutorial Services

West Islip Union Free School District

BY:


Executive Director

BY: _____

President, Board of Education

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

and

Supplemental Agreement dated this 1st day of July, 2023 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, 2024. 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.

Long Island Tutorial Services

By: _____

Print Name: _____

Title: _____

Date: _____

Alois Orsini
Alois Orsini
President
9/23

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.

Data Minimization and Retention

»INSTRUCTION—Teacher and counselors need information about an individual student’s previous educational experiences and any special needs the student might have to deliver appropriate instruction and services and to plan educational programs; parent contact information is needed to keep parents informed of student progress.

» OPERATIONS—Schools and districts need data for individual students to ensure the efficiency of day-to-day functions such as attendance records, meeting individual students’ special needs, handling individual students’ health problems, and operating food service and transportation programs.

» MANAGEMENT—Schools, districts, and state education agencies use data about students for planning and scheduling educational programs and for the distribution of resources.

» ACCOUNTABILITY—Schools, districts, and agencies use data about students and about individual students’ progress to provide information about students’ accomplishments and the effectiveness of schools and specific educational programs.

»RESEARCH AND EVALUATION—Schools, districts and education agencies use data about students and about individual students’ progress to conduct analysis of program effectiveness, and changes in achievement over time to identify effective instructional strategies and to promote school improvement. To protect the privacy and related rights of students and parents, the PPRA requires written parental consent.

Internal and Affiliate Security Regarding PII

- Onboarding – Our rigorous tutor screening process confirms the trustworthiness of employees to whom sensitive student information is entrusted. The screening includes a background investigation.
- Compartmentalization - Administrators establish job descriptions that delineate any uses of information that require access to PII
- Training - Annually recurring training informs each employee and affiliate of all legal and regulatory safeguards. The training also covers all rules and procedures that are in place to ensure compliance. Additionally, the training informs employees of the penalties that apply to the misuse of the information in student education records.
- NDA - Following training, signed Affidavits of Nondisclosure are used to help ensure awareness of and compliance with all laws, regulations, rules, and procedural protections that apply.
- Security Breaches - The designated administrator to notify in the event of known or suspected breach involving PII is VP Miles Malone (*mmalone.lits@gmail.com*). His contact information is disseminated to all staff members, along with a list of the information that should be provided when reporting a known or suspected breach

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.

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2023**, 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 **Little Angels Center, Inc.** (hereinafter the “**CONSULTANT**”), having a principal mailing address of 235 Blue Point Avenue, Blue Point, New York 11715

A. TERM

1. The term of this Agreement shall be from **July 1, 2023** through **June 30, 2024**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the **DISTRICT** is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

Related Services District-wide

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 2023-2024 rate sheet.**

E. INSURANCE

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

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

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Little Angels Center, Inc.

West Islip Union Free School District

BY: Kimberly Guille
Executive Director
CSE

BY: _____
President, Board of Education

EDUCATION & ADULT EDUCATION SERVICES
WEST ISLIP UNION FREE SCHOOL DISTRICT
SPECIAL EDUCATION AND RELATED SERVICES
2023-2024 SCHOOL YEAR

RATE SHEET 2023-24 FOR WEST ISLIP SCHOOL DISTRICT

SERVICES	RATE
<ul style="list-style-type: none"> • Coordination of hours • Review data, Quarterly and Annual Reports • Submission of reports 	INCLUDED
<ul style="list-style-type: none"> • Applied Behavior Analysis-school/home • An additional 1 hour of writing time will be added for every 5 hours of consultation 	\$85 per hour
<ul style="list-style-type: none"> • Parent Training/Counseling 	\$85 per hour
<ul style="list-style-type: none"> • BCBA/LBA (All Services) • An additional 1 hour of writing time will be added for every 5 hours of consultation 	\$125 per hour
<ul style="list-style-type: none"> • BCBA-D/Ph. D (All Services) • An additional 1 hour of writing time will be added for every 5 hours of consultation 	\$175 per hour
<ul style="list-style-type: none"> • Functional behavior assessments + behavior intervention plans (design, implementation, modeling and staff training, data analysis, detailed report). 	BCBA/LBA \$125 per hour BCBA-D/Ph.D \$175 per hour
<ul style="list-style-type: none"> • Attendance at CSE/Team meetings 	\$45 flat fee
<ul style="list-style-type: none"> • Registered Behavior Technician (RBT) 	\$70 per hour
<ul style="list-style-type: none"> • Crisis Paraprofessional/teacher's assistant 	\$60 per hour
<ul style="list-style-type: none"> • Teacher's 1:1 Assistant 	\$50 per hour
<ul style="list-style-type: none"> • Home Tutoring/Instruction • Certified Special Education Teacher 	\$85 per hour
<ul style="list-style-type: none"> • Team Meeting 	\$45 per 30 mins \$90 per 60 mins
Staff Training and Professional Development <ul style="list-style-type: none"> • Principles of Applied Behavior Analysis (ABA), Classroom Management, Behavior Strategies, Understanding a Behavior Intervention Plan, Writing a Functional Behavior Assessment and Behavior Intervention Plan, How to use Visuals, etc. 	\$150 per hour \$175 per hour (BCBA) \$200 per hour (BCBA-D)

235 Blue Point Avenue, Blue Point, NY 11715 631-363-5794
1 Craig B. Garipey Avenue, Islip Terrace, NY 11752 631-650-6545
12 Platinum Court, Medford, NY 11763 631-868-3577
732 Smithtown Bypass, Suite 303, Smithtown, NY 11787 631-319-3350
1490 William Floyd Parkway, East Yaphank, NY 11967 631-363-1980

ALTERNATIVE & SPECIAL THERAPY SERVICES

**WEST ISLIP UNION FREE SCHOOL DISTRICT
SPECIAL EDUCATION AND RELATED SERVICES
2023-2024 SCHOOL YEAR**

Transitional/Vocational Services <ul style="list-style-type: none"> • Job Coach 	\$78 per hour
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RELATED SERVICES	RATE
<ul style="list-style-type: none"> • Occupational Therapy (OTR) 	\$45 per 30 min. (individual) \$45 per 30 min (group of 2-5) per child \$200 Evaluation
<ul style="list-style-type: none"> • Speech & Language Therapy (SLP, CCC) • PROMPT Therapy • PROMPT Evaluation • Augmentative/Alternative Communication Evaluation 	\$45 per 30 min \$35 per 30 min (group 2-5) per child \$200 evaluation \$50 per 30 min \$300 per Evaluation \$1000 per Evaluation
<ul style="list-style-type: none"> • Physical Therapy (PT) 	\$45 per 30 min. (individual) \$45 per 30 min (group of 2-5) per child \$200 Evaluation

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 1490 William Floyd Parkway, East Yaphank, NY 11967 631-363-1980

FOR YOUTH & ADULT THERAPY SERVICES

**WEST ISLIP UNION FREE SCHOOL DISTRICT
SPECIAL EDUCATION AND RELATED SERVICES
2023-2024 SCHOOL YEAR**

TESTING/ASSESSMENTS/EVALUATIONS	RATE
Psychological Testing/Assessments	\$1250
Triennial Evaluations <ul style="list-style-type: none"> • Speech • Education • Physical Therapy • Occupational Therapy • Psychology 	<ul style="list-style-type: none"> • \$400 • \$400 • \$400 • \$400 • \$600
Autism Evaluations (i.e. (ADOS®-2) Autism Diagnostic Observation Schedule, Second Edition + (ADI™-R) Autism Diagnostic Interview™, Revised)	\$1750
Educational Evaluation	\$400
Social History	\$250

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 12 Platinum Court, Medford, NY 11763 631-868-3577
 732 Smithtown Bypass, Suite 303, Smithtown, NY 11787 631-319-3350
 1490 William Floyd Parkway, East Yaphank, NY 11967 631-363-1980

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

and

Supplemental Agreement dated this 1st day of July, 2023 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Little Angels Center, Inc. (the "Contractor") located at 235 Blue Point Avenue, Blue Point, NY 11715.

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 Little Angels Center, 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, 2024. 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 is stored in a password protected server. All providers signed a confidentiality agreement upon hire as well. Passwords to server are changed every 3 months to ensure safety. All systems are encrypted with limited & authorized personnel only access

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.

Little Angels Center, Inc.

West Islip Union Free School District

By: Kimberly Guillem

By: _____

Print Name: Kimberly Guillem

Print Name: _____

Title: CSE Director

Title: _____

Date: 7/5/23

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2023**, 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 Kids First Evaluation & Advocacy Center, Inc. (hereinafter the “CONSULTANT”), having a principal mailing address of 1014 Grand Blvd. Suite 5, Deer Park, New York 11729.

A. TERM

1. The term of this Agreement shall be from **July 1, 2023** through **June 30, 2024**, 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:

Evaluations and Related Services as per the 2023-2024 CSE Rate Sheet

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be **as per attached 2023-2024 rate sheet.**

E. INSURANCE

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

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

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Kids First Evaluation & Advocacy Center, Inc.

West Islip Union Free School District

BY: _____
Executive Director

BY: _____
President, Board of Education

KIDS FIRST EVALUATION & ADVOCACY CENTER INC.

Comprehensive Services for Infants, Children, & Adults

Executive Offices

718 The Plain Rd
Westbury, New York 11590
Office: (516) 333-1236
Fax: (516) 333-0496

Suffolk County Office

1014 Grand Blvd.
Deer Park, New York 11729
Office: (631) 243-1765
Fax: (631) 243-3716

CSE Rate Sheet 2023-2024 School Year West Islip

Individual Therapy Rates

Monolingual

Individual 30 minute sessions	\$55.00
Individual 40 minute sessions	\$75.00
Individual 60 minute sessions	\$110.00

Group Therapy Rates

Monolingual

Group 30 minute sessions (1 to 3 students)	\$103
Group 40 minute sessions (1 to 3 students)	\$155
Group 60 minute sessions (1 to 3 students)	\$195

<u>Evaluations</u>	<u>Monolingual</u>	<u>Bilingual</u>
Psychological Evaluations	\$510.00	\$610.00
Diagnostic Evaluations	\$550.00	
Social History Evaluations	\$225.00	\$325.00
Speech Evaluations	\$350.00	\$450.00
Educational Evaluations	\$350.00	\$450.00
Occupational Therapy Evaluations	\$350.00	\$450.00
Physical Therapy Evaluations	\$350.00	\$450.00

Teaching Assistant	\$35.00
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Professional services include; *speech therapy, occupational therapy, physical therapy, home instruction, behavioral intervention services, parent training, resource room, counseling, ABA services, tutoring, autism consult, social work services.*

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

Supplemental Agreement dated this 1st day of July 1, 2024 between the West Islip Union Free School District (the “District”), located at 100 Sherman Avenue, West Islip, New York and Kids First Evaluation & Advocacy Center, Inc., 1014 Grand Boulevard, Deer Park, New York 11729.

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 Kids First Evaluation & Advocacy Center, Inc., 1014 Grand Boulevard, Deer Park, New York 11729.

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, 2024. 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.

Kids First Evaluation & Advocacy Center, Inc.

West Islip Union Free School District

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MEMORANDUM
Oquenock Elementary School



To: Elisa Pellati

From: Annmarie Schneider

Date: September 13, 2023

Re: Excess Material

We have several items that we would like to excess...

57 Chairs ~ Library and Computer chairs ~ they are missing screws, ripped, broken, etc.

Fountas and Pinnell benchmark kits and materials that are no longer current. We have new kits.

Thank you for your attention to these matters.

BE IT RESOLVED by the Board of Education of the West Islip Union Free School District approves the use of \$1,200,000 of the School Lunch fund balance to be used for the various kitchen upgrades and renovations at West Islip High School, Beach Street Middle School and Udall Road Middle School.