

# AGENDA



## BOARD OF EDUCATION

July 2, 2025

(Immediately following 7:30 p.m. Re-Organizational Meeting)

Beach Street Middle School  
17 Beach Street

Submitted by:  
Dr. Paul Romanelli  
*Superintendent of Schools*

**A G E N D A**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**July 2, 2025**

Beach Street Middle School

West Islip, New York

- I. **CALL TO ORDER**
  - II. **QUORUM COUNT**
  - III. **ANNOUNCEMENTS / DISCUSSION**
    - A) Achievement Award
    - B) Emergency Response Plans
  - IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted at the opening of the meeting. Each person or representative of a group will be limited to three minutes.*
  - V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the June 17, 2025 Planning Session.
  - VI. **PERSONNEL**
  - VII. **CURRICULUM UPDATE**
  - VIII. **REPORT OF BOARD COMMITTEES**
    - A) Special Education Committee {7/2/2025}
    - B) Policy Committee
      1. *Annual Review:*

No. 5412 No. 5421 No. 5610 No. 5623 No. 5683 No. 6150  No. 7320	Purchasing Procedures Procurement of Goods and Services Insurance Use of School Owned Materials and Equipment Districtwide Safety Committee Alcohol, Drugs and Other Substances {School Personnel} Alcohol, Drugs and Other Substances {Students}
--	---
      2. Be it resolved that the Board of Education of the West Islip UFSD hereby suspends Policy #1410 for the July 2, 2025 meeting only and hereby approves the revisions to Policy 7315 Students and Personal Electronic Devices after the First Reading in order to comply with Education Law §2803 requiring all school districts to create distraction free schools by restricting internet enabled devices by August 1, 2025.
      3. Code of Conduct
- IX. **BUSINESS ITEMS**
  - A) Approval of Budget Transfers (General Fund #4528 - 4539)
  - B) Approval of Tax Anticipation Resolution re:  
Authorizing the issuance of not to exceed \$20,000,000 Tax Anticipation Notes in anticipation of the receipt of taxes levied or to be levied for the fiscal year ending June 30, 2026
  - C) Approval of Contracts
    1. Access 7 Services, Inc. Consultant Services 2025-2026
    2. DaVinci Education & Research, LLC Consultant Services 2025-2026
    3. New York Therapy Placement Services, Inc. Consultant Services 2025-2026
    4. PPT Therapies of Western Suffolk, PT, OT, SLP, LLP Consultant Services 2025-2026
    5. Reach for the Stars Tutoring Inc. Consultant Services 2025-2026
    6. Serene Home Nursing Agency Consultant Services 2025-2026
    7. Set 4 Success Tutoring Service, Inc. Consultant Services 2025-2026
    8. Tender Age Pediatric Therapies Consultant Services 2025-2026
    9. Theralympic Speech Consultant Services 2025-2026
    10. Wright Risk Management Company, LLC Management Agreement 2025-2026

IX. BUSINESS ITEMS, *continued*

## D) Approval of Bids

1.	Bid #Bagels (2025-2026 07/01/25 to 06/30/26)	Modern Italian Bakery	\$6,652.60
2.	Bid #Bread (2025-2026 07/01/25 to 06/30/26)	Modern Italian Bakery	\$11,196.92
3.	Bid #Dairy (2025-2026 07/01/25 to 06/30/26)	Ace Endico Metropolitan Foods/Driscoll Mivila	\$1,734.21 \$10,921.62 \$1,485.00
4.	Bid #Drinks (2025-2026 07/01/25 to 06/30/26)	Ace Endico Big Geyser Eldorado Coffee Roasters Jay Bee Distributors Liberty Coca-Cola Metropolitan Foods/Driscoll Snapple	\$123.36 \$2,933.91 \$1,757.04 \$44,862.96 \$31,159.20 \$52,003.75 \$1,229.43
5.	Bid #Frozen (2025-2026 07/01/25 to 06/30/26)	Ace Endico JTM Provisions Metropolitan Foods/Driscoll Mivila	\$88,056.38 \$6,527.72 \$93,758.91 \$14,684.96
6.	Bid #Grocery (2025-2026 07/01/25 to 06/30/26)	Ace Indico Gold Star Foods Jay Bee Distributors Metropolitan Foods/Driscoll Mivila RC Fine Foods	\$25,313.29 \$30.08 \$13,772.31 \$22,898.14 \$26,945.23 \$572.40
7.	Bid #Ice Cream (2025-2026 07/01/25 to 06/30/26)	American Classic	\$33,875.40
8.	Bid #Meat (2025-2026 07/01/25 to 06/30/26)	Ace Endico Metropolitan Foods/Driscoll	\$3,194.40 \$1,059.90
9.	Bid #Paper and Disposables (2025-2026 07/01/25 to 06/30/26)	11400 LLC American Paper Towel Imperial Bag & Paper Metrostar Mivila WBMason	\$4,507.09 \$7,700.22 \$606.08 \$5,248.45 \$911.06 \$46,632.85
10.	Bid #Snacks-Compliant (2025-2026 07/01/25 to 06/30/26)	Ace Endico Gold Star Foods Jay Bee Distributors Metropolitan Foods/Driscoll Mivila Foods	\$28,176.79 \$5,925.92 \$229,894.51 \$102,565.90 \$2,342.89
11.	Bid #Kitchen Equip. & Smallwares (2025-2026 07/01/25 to 06/30/26)	11400 Inc. Bar Boy Products Douglas Equipment Nassau Food Service Penn Jersey Paper Sam Tell & Son WB Mason	\$451.54 \$9,864.49 \$24.90 \$234.00 \$390.28 \$1,260.36 \$8.19

**X. PRESIDENT'S REPORT**

- A) Approval of Resolutions
  - 1. Receipt of the Independent Accountant's Reports on Benefits Detailed Testing dated June 17, 2025 from Cullen & Danowski, LLP
  - 2. Recommend the Board of Education approve the Corrective Action Plans in response to the internal auditors' reports on Benefits Detailed Testing, submitted by the Assistant Superintendent for Business & Operations
- B) Approval of 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
- C) Approval of Resolution re: the Board of Education of the West Islip UFSD hereby authorizes the Superintendent of Schools to execute a consultant services contract with Smartweb Inc. for the 2025-2026 school year, subject to the review and approval of the District's legal counsel.
- D) Approval of Resolution re: the Board of Education of the West Islip UFSD hereby authorizes the Superintendent of Schools to execute a consultant services contract with DGC Systems Inc. for the 2025-2026 school year, subject to the review and approval of the District's legal counsel.
- E) Approval of WISE Memorandum of Agreement: negotiated agreement ~ July 1, 2025 – June 30, 2029
- F) Approval of Divine Rhythms Dance, Inc. Third Amendment to the Lease Agreement ~ July 1, 2025 through June 30, 2027
- G) Approval of South Shore Children's Center of West Islip, Inc. Lease Agreement ~ July 1, 2025 through June 30, 2035
- H) Approval of South Shore Children's Center of West Islip, Inc. Consultant Services Contract ~ July 1, 2024 through June 30, 2025
- I) Approval of South Shore Children's Center of West Islip, Inc. Consultant Services Contract ~ July 1, 2025 through June 30, 2026

**XI. SUPERINTENDENT'S REPORT**

**XII. NOTICES/REMINDERS**

**XIII. OTHER ITEMS FOR BOARD MEMBERS' INFORMATION**

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

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

**XVI. CLOSING** - Adjournment



**PLANNING SESSION MEETING OF THE BOARD OF EDUCATION**  
**June 17, 2025 – Beach Street Middle School**

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

ABSENT: None

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

ABSENT: None

ATTORNEY: None

---

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

APPROVAL OF MINUTES

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve the minutes of the June 5, 2025 Regular Meeting.

ANNOUNCEMENTS

Dr. Romanelli shared how proud he is of the district and the positive feedback he has received regarding the last board meeting. Twenty-two people were granted tenure, and the auditorium was filled for a night of celebration and positivity. It has been a goal of this Board of Education to focus on improving the culture of the district, and that commitment was clearly evident that evening. Parents and students came out to celebrate together.

Dr. Romanelli stated that we are currently working on a new district website with the goal of launching by August. We will be inviting community members to submit slogan ideas, with a deadline of July 31st. This effort will coincide with the release of our new branding video, updated logos, and the launch of the new website which is an exciting way to kick off the upcoming school year.

Dr. Romanelli congratulated everyone on a successful school year.

PERSONNEL

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve Memorandum of Agreement between Teamsters Local 237, West Islip UFSD and Employee A.

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve ADMINISTRATIVE: PROBATIONARY APPOINTMENT: Brittany Probst, Director of Student Support and Data Services, effective July 1, 2025 through June 30, 2029 (High School; \$155,000; new position).

ADMINISTRATIVE

**A-1                      PROBATIONARY APPOINTMENT**

	Brittany Probst, Director of Student Support and Data Services
	Effective July 1, 2025 through June 30, 2029
	(High School; \$155,000; new position)

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve ADMINISTRATIVE: PROBATIONARY APPOINTMENT: Luke Gagstetter, Assistant Principal, effective July 1, 2025 through June 30, 2029 (High School; \$131,000; replacing Brittany Probst {reassigned}).

## **ADMINISTRATIVE**

### **A-1                    PROBATIONARY APPOINTMENT**

Luke Gagstetter, Assistant Principal  
Effective July 1, 2025 through June 30, 2029  
(High School; \$131,000; replacing Brittany Probst {reassigned})

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

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve consent agenda T-1, T-2, CL-1, CL-2, CL-3 and Other as listed below:

## **TEACHERS**

### **T-1                    PROBATIONARY APPOINTMENT**

Patricia Hinchman, Business  
Effective July 1, 2025 through June 30, 2028  
(Beach; Step 8 MA 75; replacing Patricia Portnoy {retired})

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

### **T-2                    REGULAR SUBSTITUTE**

Jaclyn Jacobs, Reading  
Effective August 27, 2025 through June 30, 2026  
(Udall; Step 14 MA 45; replacing Ariana Stubbmann {LOA})

## **CIVIL SERVICE**

### **CL-1                    PROBATIONARY APPOINTMENT**

Lauren Carleton, Network & Systems Technician  
Effective July 1, 2025  
(Districtwide; \$55,000; replacing Katherine Keller {resigned})

### **CL-2                    RESIGNATION**

Bryan Accettella, MMIII  
Effective July 1, 2025  
(Maintenance)

Erin Scileppi, Paraprofessional  
Effective June 28, 2025

(Beach Street)

Joshua Steinberg, Network & Systems Technician  
Effective June 21, 2025  
(Districtwide)

**CL-3**

**SUBSTITUTE CUSTODIAN (\$16.50/hr.)**

Joseph Caputo, effective June 18, 2025

**OTHER**

**PERMANENT SUBSTITUTE TEACHERS (\$150 per diem)**

Danielle DeAntonio, effective August 27, 2025 – June 26, 2026  
Eric DelOrfano, effective August 27, 2025 – June 26, 2026  
Jesse Donnarumma, effective August 27, 2025 – June 26, 2026  
Giavanna Dushaj, effective August 27, 2025 – June 26, 2026  
Shannon Feminella, effective August 27, 2025 – June 26, 2026  
Paige Fogarty, effective August 27, 2025 – June 26, 2026  
Emily Gillen, effective August 27, 2025 – June 26, 2026  
Alexander Giordano, effective August 27, 2025 – June 26, 2026  
Olivia Gmelch, effective August 27, 2025 – June 26, 2026  
Jordan Slobodow, effective August 27, 2025 – June 26, 2026  
Kayla Vignola, effective August 27, 2025 – June 26, 2026

**SUBSTITUTE TEACHERS (\$130 per diem)**

Nicholas Aguggia, effective September 2, 2025, *student teacher*  
Jaclyn Armetta, effective June 18, 2025  
Liam Broderick, effective September 3, 2025, *student teacher*  
Patrick Bugge, effective September 2, 2025, *student teacher*  
Antonia Busa, effective September 2, 2025, *student teacher*  
Alexa Carseni, effective September 2, 2025, *student teacher*  
Julian Covarrubias, effective September 3, 2025, *student teacher*  
Kevin Drake, effective September 2, 2025, *student teacher*  
Danielle DuBois, effective September 2, 2025, *student teacher*  
Geena Garib, effective September 2, 2025, *student teacher*  
Harold Heffernan, effective September 2, 2025, *student teacher*  
\*Leah Horner, effective August 25, 2025, *student teacher*  
Gabrielle Irons, effective September 3, 2025, *student teacher*  
\*Kaitlyn Iskra, effective September 3, 2025, *student teacher*  
Emily Knauth, effective September 2, 2025, *student teacher*  
Marco Laroocca, effective September 2, 2025, *student teacher*  
\*Russell Maio, effective September 2, 2025, *student teacher*

**SUMMER INVESTIGATIONS PROGRAM 2025-2026**

**Teachers**

Kristen Amoia	Gianna Covello	Karen McCarthy
Timothy Bauernfeind	Kayla Covello	Andrea Miller
Danielle Blaise	Danielle DeAntonio	Sara Pollack
Michelle Bonkov	Tammy Dragelin	Theresa Robertson
Christine Breslin	Paige Fogarty	Adam Stewart
Lisa Brush	Cindy-Ann Innamorato	Danielle Sugumele
Tara Campbell	Sophia Mastrangelo	

Teacher Aides

Angelina Archer	Bridgett Morgan
Ramona Buonadonna	Giavanna Perna
Dawn Carere	Danielle Pozzini
Jennifer Dolan	Pamela Rose
Louise Guastella	Alithea Shono
Abigail Marquardt	Michele Varley
Diane McKeon	Darcie Wallace

**SPECIAL EDUCATION – ESY RELATED SERVICE PROVIDERS SUMMER 2025**

Transportation Aides

Sabrina Attanasio  
Teresa DeRosa  
Elizabeth Jardeleza  
Amanda Neilson  
Kathleen Slayback

**ATHLETIC TRAINER 2025-2026**

Kevin Kilkenny

**EQUIPMENT/UNIFORM COORDINATORS 2025-2026**

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

**WEST ISLIP SPORTS ACADEMY SUMMER CAMPS 2025**

Pat Plompen, Clerical Support

**GYMNASTICS**

Maryann McGrade, Director  
Caitlyn Leibman, Assistant Director

Lead Counselors

Grace Iehle	Victoria Mueller
Emily McGrade	Payton Vera

Counselors

Olivia Antonello	Amelia Dibenedetto	Victoria Lopez
Emily Ball	Dana Dileo	Katelyn Mercorella
Ava Bomberger	Emily Gavers	Lena Okurowski
Cassidy Cullen	Cameron Giorgianni	Jenna Tussie

Volunteer Counselors

Mollie Delcolle	Anna Hall	Kristen Messina
Megan Filiato	Callie Jones	Kate O'Regan
Quinn Garcia	Juliet LeClaire	Zoey Richardelli
Ariah Grabhorn		

## PRESIDENT'S REPORT

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve contracts:

1. Affordable Care Act Administration Agreement 2025-2026
2. Health Source Group, Inc. Consultant Services 2025-2026
3. Homecare Therapies LLC, /d/b/a Horizon Healthcare Staffing Consultant Services 2025-2026
4. Long Island School Nutrition Directors Association Cooperative Agreement 2025-2026

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve surplus item: Miscellaneous Books ~ West Islip High School Family & Consumer Science Department.

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve resolution re: donation from Bayview PTA ~ Bluetooth speaker/receiver for use in the Bayview Gymnasium valued at \$2,505.54.

## DONATION

*WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amounts of \$2,505.54 from the Bayview Parent Teacher Association (PTA), which has been donated to support the purchase of a Bluetooth speaker/receiver for use in the Bayview gymnasium.*

## RESOLUTION: INCREASE 2024-2025 BUDGET

*BE IT RESOLVED, that the Board of Education hereby authorize the appropriation budget for the 2024-2025 school year to be increased to \$138,777,802.24 an increase of the \$2,505.54 donation from the Bayview PTA for the Bayview Elementary School.*

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve resolutions

1. 2025-2026 Income Eligibility Guidelines for Free and Reduced-Price Meals
2. 2025-2026 School Breakfast Program Exemption
3. 2025-2026 Eastern Suffolk BOCES Joint Municipal Cooperative Bidding Program.

*RESOLVED, that the West Islip Union Free School District shall request an exemption from implementing a school breakfast program in the below listed schools for the 2025-2026 school year.*

BAYVIEW ELEMENTARY SCHOOL  
MANETUCK ELEMENTARY SCHOOL  
QUENOCK ELEMENTARY SCHOOL  
PAUL J. BELLEW ELEMENTARY SCHOOL

## RESOLUTION

*WHEREAS, various educational and municipal corporations located within the State of New York desire to bid jointly for generally needed services and standardized supply and equipment items; and*

*WHEREAS, the West Islip Union Free School District, an educational/ municipal corporation (hereinafter the "Participant") is desirous of selectively participating with other educational and/or municipal corporations in the State of New York in joint bidding in the areas mentioned above pursuant to General Municipal Law § 119-o and Education Law Section 1950; and*

*WHEREAS, the Participant is a municipality within the meaning of General Municipal Law § 119-n and is eligible to participate in the Board of Cooperative Educational Services, First Supervisory District of Suffolk County (hereinafter Eastern Suffolk BOCES) Joint Municipal Cooperative Bidding Program (hereinafter the "Program") in the areas mentioned above; and*



*WHEREAS, the Participant acknowledges receipt of the Program description inclusive of Eastern Suffolk BOCES' standard bid packet and the general conditions relating to said Program; and*

*WHEREAS, with respect to all activities conducted by the Program, the Participant wishes to delegate to Eastern Suffolk BOCES the responsibility for drafting of bid specifications, advertising for bids, accepting and opening bids, evaluating bids, awarding via Eastern Suffolk BOCES Board approval, and reporting the results to the Participant.*

*WHEREAS, the Participant acknowledges that "additional insured" status shall be secured by signing a risk transfer/Indemnification Agreement when engaging services through the Cooperative Bidding Program with each awarded vendor when Services are requested. Said agreement must be signed by both parties and will remain in effect for the current term of the Bid. In the event the Bid is extended, and a Participant requires Service, a new risk transfer/Indemnification Agreement must be executed.*

*BE IT RESOLVED that the Participant hereby appoints Eastern Suffolk BOCES to represent it and to act as the lead agent in all matters related to the Program as described above; and*

*BE IT FURTHER RESOLVED that the Participant hereby authorizes Eastern Suffolk BOCES to place all legal advertisements for any required cooperative bidding in Newsday, which is designated as the official newspaper for the Program; and*

*BE IT FURTHER RESOLVED that a Participant Meeting shall be held annually consisting of a representative from each Program Participant. Notice of the meeting shall be given to each representative at least five (5) days prior to such meeting; and*

*BE IT FURTHER RESOLVED that an Advisory Committee will be formed consisting of five to ten representatives of Program Participants for a term of three (3) years as authorized by General Municipal Law §119-o.2.j.*

*BE IT FURTHER RESOLVED that this Agreement with the Participant shall be for a term of one (1) year as authorized by General Municipal Law §119-o.2.j.*

*BE IT FURTHER RESOLVED that the Participant agrees to pay Eastern Suffolk BOCES an annual fee as determined annually by Eastern Suffolk BOCES to act as the lead agent for the Program.*

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve:

1. Updated Terms of Employment for Assistant Superintendent of Business & Operations
2. Updated Terms of Employment for Assistant Superintendent of Curriculum & Instruction
3. Updated Terms of Employment for Assistant Superintendent of Human Resources
4. Updated Terms of Employment for Network & Systems Technicians
5. Updated Terms of Employment for Microcomputer Repair Technicians
6. Updated Terms of Employment for Network & Systems Specialist I
7. Updated Terms of Employment for Confidential Employees
8. Updated Terms of Employment for Director of Facilities III
9. Updated Terms of Employment for Assistant Plant Facilities Administrator
10. Updated Terms of Employment for Business Manager I
11. Updated Terms of Employment for Director of School Safety
12. Updated Terms of Employment for School Lunch Manager
13. Updated Terms of Employment for Treasurer/Accountant
14. Updated Terms of Employment for School Purchasing Agent

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to adjourn to Executive Session at 7:37 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to adjourn to Super-Executive Session at 8:07 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened to Public Meeting at 8:19 p.m. on a motion by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor.

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve resolution re: Employee A.

#### RESOLUTION

*RESOLVED, that pursuant to §913 of the Education Law, the employee named in executive session and referred to as Employee "A" may be directed by the Superintendent to appear for a psychiatric examination in the office of Dr. Randall Solomon, and it is FURTHER RESOLVED, that Dr. Randall Solomon is hereby appointed school medical inspector pursuant to §913 of the Education Law in order to evaluate said employee's ability to perform their duties as an employee of the District.*

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve resolution re: Employee B.

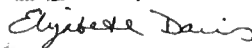
#### RESOLUTION

*RESOLVED, that pursuant to §913 of the Education Law, the employee named in executive session and referred to as Employee "B" may be directed by the Superintendent to appear for a psychiatric examination in the office of Dr. Randall Solomon, and it is FURTHER RESOLVED, that Dr. Randall Solomon is hereby appointed school medical inspector pursuant to §913 of the Education Law in order to evaluate said employee's ability to perform their duties as an employee of the District.*

Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to adjourn to Super-Executive Session at 8:22 p.m. for the purpose of discussing personnel, negotiations, and/or litigation

Meeting adjourned at 8:42 p.m. on motion by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor.

Respectfully submitted,



Elizabeth Davis  
District Clerk

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

**PERSONNEL:**

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

**TEACHERS**

**T-1                      PROBATIONARY APPOINTMENT**

Emily Cirella, Art  
Effective August 27, 2025 through August 26, 2029  
(Udall; Step 1A MA, replacing Gregory Ziems {retired})

Eve Castonguay, Music  
Effective August 27, 2025 through August 26, 2029  
(PJB; Step 1A BA, replacing Victoria Kavitt {reassigned})

Alyssa Gillespie, Speech Language Pathologist  
Effective August 27, 2025 through August 26, 2029  
(Paul J Bellew; Step 1A MA, {new position})

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

**TEACHING ASSISTANTS**

**TA-1                      RESIGNATION**

Colleen Unverzagt, Teaching Assistant  
Effective July 1, 2025  
(Bayview)

**CIVIL SERVICE**

**CL-1                      PROVISIONAL, CONTINGENT APPOINTMENT**

Colleen Unverzagt, Provisional, Contingent Office Assistant, Spanish Speaking  
Effective July 1, 2025  
(District Office; Step 1; replacing Lily-Ann Youngelman {reassigned})

**CL-2                      RESIGNATION**

Rosemarie Maggio, Paraprofessional  
Effective June 28, 2025  
(Beach Street)

**CL-3                      RETIREMENT**

Joseph Masarik, Guard  
Effective June 25, 2025  
(Districtwide)

CIVIL SERVICE, continued

**CL-4                    SUBSTITUTE GUARD II (\$24.68/hr)**

\*Kevin Angle, effective July 3, 2025  
\*Terry Brienza, effective July 3, 2025  
\*Daniel Collins, effective July 3, 2025  
\*Kenneth Knowd, effective July 3, 2025  
\*David Steibel, effective July 3, 2025

**OTHER**

**PERMANENT SUBSTITUTE TEACHER RESIGNATION**

Jordan Slobodow, effective June 28, 2025  
(Manetuck)

Kayla Vignola, effective June 28, 2025  
(Paul J. Bellew)

**PREFERRED SUBSTITUTE**

John Denninger  
Effective August 27, 2025  
(High School; \$182.36/day)

Kristen Doherty  
Effective August 27, 2025  
(High School; \$182.36/day)

Beth Fiorini  
Effective August 27, 2025  
(High School; \$182.36/day)

**SUMMER INVESTIGATIONS PROGRAM 2025-2026**

Teacher (Amended)  
Giavanna Perna (previously approved as an aide)

ENL Teacher  
Vanessa Daige

Teacher Aide  
Jeannine DiMaio  
Theresa Ohrablo

**SPECIAL EDUCATION – ESY RELATED SERVICE PROVIDERS SUMMER 2025**

Aides  
Charlene Barretta  
Theresa Gabriel  
Madison Weydig

*\*Pending fingerprinting clearance*

OTHER, continued

**ENRICHMENT INSTRUCTORS SUMMER 2025** (\$408 per session) **(AMENDED)**

Cara Stern (Creative Cooking Session 1 and 2)  
(change in instructor from Theresa Robertson)

**CURRICULUM WRITING 2025-2026**

ASL (Jennifer Suriano and April Virga)  
Italian 4 (Katlyn Colace/Luisa Marino)  
Italian IB (Anna Domingo)  
Spanish 4 & IB (Andromache Agramonte)

**EARLY WINTER 2025-2026 MIDDLE SCHOOL COACHES**

**GIRLS VOLLEYBALL**

Tara Annunziata, 7-8 Udall Coach  
Kaitlin Palmieri, 7-8 Beach Coach

**BOYS BASKETBALL**

Jesse Donnarumma, 7-8 Udall Coach  
Jake Rossi, 7-8 Beach Coach

**CHEERLEADING**

Nickole Aponte, 7-8 Udall Coach  
Kaylee Martin, 7-8 Beach Coach

**WINTER 2025-2026 HIGH SCHOOL COACHES**

**GIRLS BASKETBALL**

Christopher Scharf, Varsity Coach  
Kristen Doherty, Assistant Varsity Coach  
Erin Meade, J.V. Coach

**BOYS BASKETBALL**

Thomas Cross, Varsity Coach  
Richard Zeitler, Assistant Varsity Coach  
John T. Denninger, J.V. Coach

**WRESTLING**

Nicholas LaGiglia, Varsity Coach  
John Ferrara, Assistant Varsity Coach  
Paul Vasaturo, J.V. Coach  
Robert Ulrich, Varsity and J.V. Volunteer Coach  
Peter Gonzalez, Varsity and J.V. Volunteer Coach

**BOYS SWIMMING**

Thomas Loudon, Varsity Coach  
Edward Jablonski, Assistant Varsity Coach

**BOYS BOWLING**

Frank Rapczyk, Varsity Coach



OTHER, continued

WINTER 2025-2026 HIGH SCHOOL COACHES, continued

GIRLS BOWLING

Frank Franzone, Varsity Coach

BOYS WINTER TRACK

Vincent Melia, Varsity Coach

Matthew Sullivan, Assistant Varsity Coach

GIRLS WINTER TRACK

Michelle Studley, Varsity Coach

Sierra Koehler, Assistant Varsity Coach

KICKLINE

Emma Iehle, Varsity Coach

CHEERLEADING

Lauren Brady, Varsity Coach

Olivia Gmelch, Assistant Varsity Coach

Marissa McCandless, J.V. Coach

Sophia Clark, Assistant J.V. Coach

LATE WINTER 2025-2026 MIDDLE SCHOOL COACHES

GIRLS BASKETBALL

Chris Salerno, 7-8 Udall Coach

Kristen Doherty, 7-8 Beach Coach

WRESTLING

Tom Longobardi, 7-8 Udall Coach

Jason Lella, 7-8 Beach Coach

BOYS VOLLEYBALL

Frank Franzone, 7-8 Udall Coach

Jake Rossi, 7-8 Beach Coach

SPRING 2026 HIGH SCHOOL COACHES

SOFTBALL

Colleen Reilly, Varsity Coach

John T. Denninger, Assistant Varsity Coach

Steve Fasciani, J.V. Coach

BOYS TRACK

Jeremy Robertson, Varsity Coach

GIRLS TRACK

Vincent Melia, Varsity Coach

Sierra Koehler, Assistant Varsity Coach

OTHER, continued

SPRING 2026 HIGH SCHOOL COACHES, continued

BOYS LACROSSE

Sean McAleavey, Varsity Coach  
Scott Mattera, Assistant Varsity Coach  
Dennis J Coleman, J.V. Coach  
William Turri, Assistant J.V. Coach

GIRLS LACROSSE

Joseph Nicolosi, Varsity Coach  
Brian Cameron, Assistant Varsity Coach  
Thomas Powers, J.V. Coach  
Jordan Ilchert, Assistant J.V. Coach

BOYS TENNIS

George Botsch, Varsity Coach  
Alex Giordano, J.V. Coach  
Norm Wingert, J.V. and Varsity Volunteer Coach  
Amie Crisera, J.V. and Varsity Volunteer Coach

GIRLS GOLF

Thomas Loudon, Varsity Coach

UNIFIED BASKETBALL

Brandon Cohen, Coordinator  
Erin Harris, Assistant Coordinator

SPRING 2026 MIDDLE SCHOOL COACHES

SOFTBALL

Rebecca Schwartz, 7-8 Udall Coach  
Bridgette Capozzoli, 7-8 Beach Coach

BOYS TRACK

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

GIRLS TRACK

Kristen Caulfield, 7-8 Udall Coach  
Tara Probert, 7-8 Beach Coach

BOYS LACROSSE

Michael Murray, 7-8 Beach Coach  
Jason Sorice, Assistant Beach Coach

GIRLS LACROSSE

Jesse Donnarumma, 7-8 Udall Coach  
Beth Sherwood, Assistant Udall Coach  
Kristen Doherty, 7-8 Beach Coach  
Emily Gillen, Assistant Beach Coach

OTHER, continued

SPRING 2026 MIDDLE SCHOOL COACHES, continued

BOYS & GIRLS SWIMMING

Thomas Bruder, 7-8 Udall/Beach B & G Coach

Gabrielle Zollo, Assistant Udall/Beach B & G Coach

BOYS TENNIS

JoAnne Orehosky, 7-8 Udall/Beach Coach

DISTRICT-WIDE PRINTING SERVICES 2025-2026

John Zuhoski, District Printer (\$18,734 per year)

## **SUBJECT: PURCHASING PROCEDURES**

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

### Purpose

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

### Procedures for determining Whether Procurement are Subject to Bidding

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

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

### Statutory Exceptions From These Policies and Procedures

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

**SUBJECT: PURCHASING PROCEDURES, *continued***

Methods of Competition to be Used for Non-Bid Procurement

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

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

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

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

Awards to Other Than Lowest Responsible Dollar Offerer

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



**SUBJECT: PURCHASING PROCEDURES, *continued***

Awards on the Basis of Best Value

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

Input from Officers

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

Annual Review

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

Unintentional Failure to Comply

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

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

*Revised and approved by the Board of Education July 11, 2023*

**SUBJECT: PROCUREMENT OF GOODS AND SERVICES**

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

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

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

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

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

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

General Municipal Law, Sections 103(1)(5) and 104-b

**SUBJECT: INSURANCE**

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

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

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

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

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

**SUBJECT: USE OF SCHOOL-OWNED MATERIALS AND EQUIPMENT**

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

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

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

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

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

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

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

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

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

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

Education Law Section 414

*Revised and approved by the Board of Education 7/11/2023*

**SUBJECT: DISTRICTWIDE SAFETY COMMITTEE**

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

**Powers and Duties of the Districtwide Safety Committee**

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

**Safety Director: Powers and Duties**

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

**Complaints and State Inspectors**

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

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

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

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

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

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

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

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

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

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

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

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

**Primary Prevention**

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

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

**Intervention**

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

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

**Disciplinary Measures**

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

7320  
2 of 2

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

**Staff Development**

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

**Implementation, Dissemination and Monitoring**

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

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

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

*Revised and approved by the Board of Education 7/11/23*



SUBJECT: STUDENTS AND PERSONAL ELECTRONIC DEVICES

The Board of Education recognizes that students may have personal electronic devices that can perform different functions. Such devices include "internet-enabled devices" defined as: any smartphone, tablet, smartwatch or other device capable of connecting to the internet and enabling the user to access content on the internet, including social media applications, but do not include any such device supplied by the district for educational purposes. Other personal electronic devices include devices which are not capable of connecting to the internet and access content on the internet, such as, smart watches, fitness trackers, wired or wireless headphones and earbuds, e-readers, calculators, voice recorders, cameras and music devices. These devices can create significant distraction to the school environment, negatively impact student mental health, contribute to disciplinary infractions, and reduce student engagement. Additionally, in an emergency, the use of personal electronic devices can distract students from following the directions of staff or emergency responders, contribute to the spread of misinformation, create congestion in the emergency response system, and interfere with the district's emergency response protocols.

The District and its employees are not responsible for stolen, lost or damaged personal electronic devices brought to school.

Communication with Parents/Persons in Parental Relation

During the school day, to minimize distractions, parents (which, for purposes of this policy, includes persons in parental relation) may contact their children during the school day for emergency purposes as described within:

- call the main office of their child's school
- using the district-provided email address (High School Only).

Students may contact their parents by utilizing school telephones in a designated area of the school building. The district will notify parents in writing of the communication protocol at the beginning of each school year and upon enrollment. This information will include the telephone number to the main office that parents can call, and the location(s) within the school building that students can access a telephone to contact their parents.

Emergency purposes will be defined in the guidelines related to the implementation of the policy for elementary schools, middle schools and the High School. The guidelines will be shared with parents at the start of the school year or upon enrollment in the district.

Device Access and Storage

As required by Education Law §2803, this policy prohibits student use of internet-enabled devices during the school day (including all classes, homeroom periods, lunch, recess, study halls, bathrooms, locker rooms, changing areas and passing time) on school grounds (any building, structure, athletic playing field, playground, or land contained within the boundary of a school or district or BOCES facility), unless under an exception (e.g., IEP/Section 504 or as permitted below).

1. At the elementary school level, students are not permitted to access personal internet-enabled devices (including any type of smart watch) while at school.. Any device that is brought to school must be silenced and kept in the student's personal backpack for the duration of the school day..
2. At the middle school level, students are not permitted to access personal internet-enabled devices (including any type of smart watch) while at school. Any device that is brought to school must be silenced and kept in the student's locker for the duration of the school day.
3. At the high school level, student devices must be turned off before entering the school building and stored in student lockers for the duration of the school day.

Note: Guidelines with clearly defined procedures in regard to the aforementioned will be provided to students and parents at the start of every school year and/or upon enrollment in the district. The guidelines will also be posted on the district website: [www.wi.k12.ny.us](http://www.wi.k12.ny.us).

Students are discouraged at all levels from bringing any personal electronic devices to school. If students do bring such devices to school, they must be stored for the entire school day in the same manner of internet enabled devices as described above; and they must be silenced and not accessed/utilized during the school day.

#### Exceptions for Specific Purposes

Use of internet-enabled devices must be permitted where included in a student's Individualized Education Program, Section 504 plan, or where required by law. Additionally, the district permits the use of internet-enabled devices in the event of an emergency, and under the following circumstances:

1. Where necessary to manage a student's healthcare (e.g., diabetes, asthma, medication, etc.);
2. For translation services; and/or
3. For students who are regularly responsible for the care and wellbeing of a family member upon review and determination by a school administrator.

Parents may request an exception for their children to use internet-enabled devices during the school day as listed above. Requests must be made to the Building Principal, and for healthcare exceptions, must include specific medical documentation explaining why the student needs to have an exception to this law from an appropriate healthcare professional.

Under any of these exceptions, devices may only be used for the purposes outlined in the exception, and the device must be silenced and put away when not in use, to the extent compatible with the reason for the exception.

#### Enforcement, Consequences and Reporting

Enforcement of this policy is chiefly the responsibility of building administrative staff; however, all designated employees are expected to assist in enforcement. Students will be reminded of this policy regularly and consistently.

It is the district's expectation that students comply with this policy. For students out of compliance with this policy, the guidelines developed and distributed to parents, students and staff, and posted to the district website will be followed. The guidelines will provide information related to how initial and subsequent offenses will be addressed. The guidelines will include, but are not limited to confiscation of the device, retrieval process for the confiscated device, storage of a confiscated device; and other follow-up actions including but not limited to: assignments on the detrimental impact of social media on mental health or other related topics; detention; in-school suspension; out of school suspension and exclusion from extracurricular activities; based on each individual circumstance.

Administrators will also discuss the aims of this policy with students and their parents, the benefits of a distraction-free environment, the reasons the student had difficulty following this policy, and how the district can help the student contribute to a distraction-free environment.

The district may not impose suspension from school if the sole grounds for the suspension is that the student accessed an internet-enabled device as prohibited by this policy. However, the district may utilize consequences under the district's Code of Conduct, including but not limited to assignments on the detrimental impact of social media on mental health or other related topics; detention; in-school suspension; out of school suspension and exclusion from extracurricular activities for disruptive behavior and/or subordination if a student refuses to hand their device over to a staff member upon request.

Some uses of personal electronic devices may constitute a violation of the school district Code of Conduct or other district policies, and in some instances, the law. The district will cooperate with law enforcement officials as appropriate.

#### Electronic Devices and Testing

To ensure the integrity of testing, in accordance with state guidelines, students may not bring cell phones or other electronic devices into classrooms or other exam locations during all testing.

Test proctors, monitors and school officials have the right to collect cell phones and other prohibited electronic devices prior to the start of the test and to hold them for the duration of the test administration period.. Admission to testing locations will be prohibited to any student who has a cell phone or other electronic device in their possession and does not relinquish it. Assessments may be deemed invalid if a student is found to be in possession of any electronic device - other than a school issued device for the purpose of that assessment- during the administration of a test.

Students with Individualized Education Plans, Section 504 Plans, or documentation from medical practitioners specifically requiring use of electronic devices may do so as specified.

#### Policy Distribution and Translation

As required by law, the district will post this policy in a clearly visible and accessible location on its website. Upon request by a student or parent, the district will translate this policy into any of the twelve most common non-English languages spoken by limited-English proficient individuals in the state, as identified by the most recent American community survey published by the U.S. Census Bureau.

A copy of the policy and supporting guidelines will also be shared with parents at the start of the school year or upon enrollment in the district for parent awareness purposes and for parents to discuss the exceptions set forth in the policy with their child(ren).

Cross ref: 4526, Computer Use in Instruction, 5300, Code of Conduct

Ref: Education Law §2803

Price v. New York City Board of Education, 51 A.D.3d 277, lv. to appeal denied, 11 N.Y.3d 702 (2008)  
(District may ban possession of cell phones on school property)

NYSED, Prohibition of Cell Phones and Electronic Devices in New York State Assessments,  
[www.nysed.gov/educator-integrity/prohibition-cell-phones-and-electronic-devices-new-york-state-assessments](http://www.nysed.gov/educator-integrity/prohibition-cell-phones-and-electronic-devices-new-york-state-assessments)

The Board of Education recognizes that personal electronic devices have educational value when utilized appropriately, and with supervision, in the classroom environment. Such devices include but are not limited to smartphones, smartwatches, air pods, tablets, e-readers, calculators, voice recorders, digital cameras and music listening devices. This policy applies to all electronic devices that can record, take pictures, transmit communication, etc.

—————The Board acknowledges that cellular phones and other electronic devices can be utilized for educational purposes when done so under the supervision of teacher/staff member; however, the unauthorized display and/or use of such devices can cause disruption to the educational process and the safety of district stakeholders.

—————Therefore, the expectation is that the cell phone policies established by the district for the elementary schools, middle schools and high school be adhered to at all times.



~~At no time is the videotaping or voice recording of individuals (students, teachers, administrators, staff) permitted without their express knowledge and permission.~~

~~The district is not responsible for stolen, lost or damaged personal electronic devices.~~

~~In emergency situations, exceptions to the prohibition of the use of cellular phones and other electronic devices may be granted by teachers or administrators as necessary.~~

~~Misuse of an electronic device will result in consequences outlined in the District's Code of Conduct. Furthermore, actions by students on their personal electronic devices may constitute a violation of the law. In such cases, the District will cooperate with law enforcement officials as appropriate.~~

### ~~Cellular Telephones and Testing~~

~~In order to ensure the integrity of testing, in accordance with State guidelines, students are not allowed to bring cell phones or other electronic devices into classrooms or other exam locations during testing, including State assessments.~~

~~Test proctors, monitors and school officials shall have the right to collect cell phones and other prohibited electronic devices prior to the start of the test and to hold them for the duration of the testing period. Admission to the test will be prohibited to any student who has a cell phone or other electronic device in their possession and does not relinquish it.~~

~~Students with individualized education plans (IEPs), 504 Plans, or documentation from a medical practitioner that specifically requires the use of an electronic device may do so as specified.~~

~~Included with this Policy are guidelines for the use of cell phones in each school setting. Parents and students should familiarize themselves with the policies and guidelines established for each school. The District will communicate policy expectations to parents and/or guardians prior to the start of each school year. The District has established the following guidelines:~~

- ~~● Elementary (K-5): cell phones are not permitted.~~
- ~~● Middle School (6-8): cell phones are not permitted.~~
- ~~● High School (9-12): cell phones are permitted on a limited basis; as delineated in the High School Cell Phone Policy.~~

7315-2 of 2

~~Please refer to the policies (elementary school, middle school and high school), included below, for the applicable guidelines and use policies.~~

~~Cross-ref: 4526, Computer Use in Instruction, 5300, Code of Conduct~~

~~Ref: *Price v. New York City Board of Education*, 16 Misc.3d 543 (1<sup>st</sup> Dept. 2007).~~

**West Islip Union Free School District**

**CODE OF CONDUCT**

# Table of Contents

	Page
I. Introduction	2
II. Definitions	2
III. Students' Rights and Responsibilities	5
IV. Essential Partners	6
V. Expectations for Students and Others on School Property and at School Functions	7
VI. Reporting Violations	9
VII. Disciplinary Policies and Procedures	10
Range of Penalties	11
Code of Conduct Violations (K-12)	14
Disciplinary Offenses & Resulting Administrative Action	18
VIII. Alternative Instruction	22
IX. Disciplinary Procedures and Penalties for Students with Disabilities	22
X. Visitors to the Schools	23
XI. Rules and Regulations for the Maintenance of Public Order on School Property	23
XII. Dissemination and Review of Code of Conduct	25
XIII. Athletic Handbook Code of Conduct For Athletes, Parents, & Spectators	26
XIV. Appendix-Harassment and/or Bullying Complaint Form	30

## **I. INTRODUCTION**

"The Board of Education shall adopt and amend a code of conduct for the maintenance of order on school property, including a school function, which shall govern the conduct of students, teachers, and other school personnel as well as visitors and shall provide for the enforcement thereof." (Project SAVE, Section 2801 of Education Law).

Effective July 1, 2012, Education Law 12(2) provides that, "No student shall be subjected to harassment by employees or students on school property or at a school function; nor shall any student be subjected to discrimination based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, or sex by school employees or students on school property or at a school function." Education Law 12(1).

The intent of the amended Dignity for All Students Act (Dignity Act) is to provide all public school students with an environment free from harassment, bullying (including cyber bullying) and discrimination, as well as to foster civility in public schools. The Dignity Act focuses on the prevention of discriminatory behaviors, including harassment/bullying, through the promotion of educational measures meant to positively impact school culture and climate.

The West Islip School District is committed to an orderly and stimulating learning environment for all students. The right to learn and teach in an educational setting that is safe, free from disruption, and conducive to learning is essential. The circumstances of such a learning atmosphere are dependent upon a sustained and cooperative effort on the part of students, parents, teachers, administrators, and support staff. To this end, the following District Code of Conduct has been established. Additionally, we believe that the District should recognize students who demonstrate appropriate and outstanding behavior. Exemplary behavior should be recognized at every opportunity. Responsible behavior by students, teachers, district personnel, parents, and other visitors is essential to achieving this goal.

With that end in mind then, the Board of Education recognizes it is necessary to adopt this code of conduct to define acceptable behavior on school property and at school functions by students, staff, parents, and visitors.\*

\* Note: This code of conduct has been written to meet the requirements of Project SAVE legislation (NYS Education Law§ 2801); Section 100.2 (1) of the Commissioner's Regulation and NYCRR 100 2(1) (2) iiq (DASA); and NYS Education Law§ 3201-a that prohibits discrimination based on sex with respect to admission into or inclusion in courses of instruction and athletic teams. Unless otherwise noted, all statutory references in the code are to Education Law.

### **Dignity Act Coordinator (DAC)**

The Dignity Act requires that at least one staff member at every school be thoroughly trained to handle human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, and sex (Education Law § 13[3]). This staff member should be referred to as the Dignity Act Coordinator (DAC) and is appointed by the Board of Education.

The name(s) and contact information for the Dignity Act Coordinator(s) shall be shared with all school personnel, students, and persons in the parental relation by listing such information in the Code of Conduct. This information shall also be included in the plain language summary of the Code of Conduct, or to parents or persons in parental relation at least once per school year in a manner determined by the school, including through electronic communication and/or sending such information home with students. A change in the name and/or contact information of a Dignity Act Coordinator shall not be deemed to constitute a revision to the Code of Conduct so as to require a public hearing.

Bayview Elementary School	John Mullins	(631) 504-5600
Manetuck Elementary School	Vanessa Williams	(631) 504-5640
Oquenock Elementary School	Amanda Harvey	(631) 504-5660
Paul J. Bellew Elementary School	Rhonda Pratt	(631) 504-5680
Beach Street Middle School	Anthony Bridgeman	(631) 930-1600
Udall Road Middle School	Daniel Marquardt	(631) 930-1650
West Islip High School	Andrew O'Farrell	(631) 504-5800
Districtwide	Dawn Morrison	(631) 930-1559

## II. DEFINITIONS

**“Assigned Sex at Birth”** refers to the sex designation, usually “male” or “female,” assigned to a person when they are born.

**“Bullying”** is intentional harmful behavior initiated by one or more students and directed toward another student. Bullying exists when a student with more social and/or physical power deliberately dominates and harasses another who has less power. Bullying is unjustified and typically is repeated. Bullying differs from conflict. Bullying involves a power imbalance element wherein one or more students target a student who has difficulty defending him or herself. Bullying can take many forms.

Examples of Bullying:

Normal social conflict will occur among friends occasionally. These are often accidental, not serious, and leave both parties with an equal emotional reaction. Remorse is shown and effort will be put into solving the problem.

**“Cisgender”** is an adjective describing a person whose gender identity corresponds to their assigned sex at birth.

**“Cyberbullying”** means harassment/bullying, as defined above, through any form of electronic communication.

Acts of harassment and bullying that are prohibited include those acts based on a person’s actual or perceived membership in the following groups including, but not limited to:

- race
- color
- weight
- national origin
- ethnic group
- religion
- religious practice
- disability
- sex
- sexual orientation
- gender (which includes a person’s actual or perceived sex, as well as gender identity and expression)

**“Disability”** means (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques or (b) a record of such an impairment or (c) a condition regarded by others as such an impairment, provided, however, that in all provisions of this article dealing with employment, the term must be limited to disabilities which, upon the provision of reasonable accommodations, do not prevent the complainant from performing in a reasonable manner the activities involved in the job or occupation sought or held (Education Law §11[4]) and Executive Law §292[21]).

**“Discrimination”** means discrimination against any student by a student or students and/or employee or employees on school property or at a school function including but not limited to, discrimination based on a person’s actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex.

**“Disruptive student”** means an elementary or secondary student under the age of 21 who is substantially disruptive of the educational process or substantially interferes with the teacher’s authority over the classroom.

**“Emotional harm”** that takes place in a context of “harassment or bullying” means harm to a student’s emotional well-being through creation of a hostile school environment that is so severe or pervasive as to unreasonably and substantially interfere with a student’s education.

**“Employee”** means any person receiving compensation from a school district or employee of a contracted service provider or worker placed within the school under a public assistance employment program, pursuant to Title IX-B or Article 5 of the Social Services Law, and consistent with the provisions of such title for the provision of services to such district, its students or employees, directly or through contract, whereby such services performed by such person involve direct student contact (Education Law §§11[4] and 1125[3]).



**“Gender”** means a person’s actual or perceived sex and includes a person’s gender identity or expression (Education Law §11[6]).

**“Gender expression”** is the manner in which a person represents or expresses gender to others (names and pronouns), often through behavior (use of spaces such as restroom, locker room, etc.), clothing, hairstyles, activities, voice, or mannerisms.

**“Gender identity”** is a person’s gender-related identity whether or not that gender-related identity is different from that traditionally associated with the person’s physiology or assigned sex at birth. Everyone has a gender identity.

**“Gender nonconforming” (GNC)** is a term used to describe people whose gender expression differs from stereotypic expectations. The terms “gender variant” or “gender atypical” are also used. Gender nonconforming individuals may identify as male, female, some combination of both, or neither.

**“Harassment/bullying”** means the creation of a hostile environment by conduct or by threats, intimidation or abuse, including cyberbullying as defined in Education Law §11(8), that

1. has or would have the effect of unreasonably and substantially interfering with a student’s educational performance, opportunities or benefits, or mental, emotional or physical well-being; or
2. reasonably causes or would reasonably be expected to cause a student to fear for his or her physical safety; or
3. reasonably causes or would reasonably be expected to cause physical injury or emotional harm to a student; or
4. occurs off school property and creates or would foreseeably create a risk of substantial disruption within the school environment, where it is foreseeable that the conduct, threats, intimidation or abuse might reach school property.

For purposes of this definition, the term “threats, intimidation or abuse” shall include verbal and non-verbal actions (Education Law §11[7]).

**“Parent”** means parent, guardian, or person in parental relation to the student.

**“Restorative Discipline”** is a prevention-oriented approach that fosters consensus-based decisions to resolve Code of Conduct violations. This approach builds systems that address misbehavior and harm in a way that strengthens relationships and focuses on the harm done rather than only rule breaking. This approach enhances accountability, collaborative problem solving, responsibility, and empowers change and growth for all members of the community.

**“School Property”** means in or within any building, structure, athletic playing field, playground, parking lot, or land contained within the real property boundary line of a public elementary or secondary school; or in or on a school bus (Education Law §11[1]),

**“School Bus”** means every motor vehicle owned by a public or governmental agency or private school and operated for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity, to or from school or school activities, or, privately owned and operated for compensation for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity to or from school or school activities (Education Law §11[1]) and Vehicle and Traffic Law §142).

**“School Function”** means a school-sponsored extra-curricular event or activity (Education §11[2]).

**“Sexual Orientation”** means actual or perceived heterosexuality, homosexuality, or bisexuality (Education Law §11[5]). A person’s emotional, sexual and spiritual attraction to other people based on the gender of the other person. Sexual orientation is not the same as gender identity. Not all transgender youth identify as gay, lesbian or bisexual, and not all gay, lesbian and bisexual youth display gender-nonconforming characteristics.

**“Transgender”** is an adjective describing a person whose gender identity does not correspond to their assigned sex at birth.

**“Transition”** is the process by which a person socially, medically, and legally aligns their gender expression more closely to their actual gender identity and away from that associated with their assigned sex at birth.

**“Violent student”** means a student under the age of 21 who:

1. Commits, or threatens to commit, an act of violence upon a school employee, or attempts to do so.
2. Commits, or threatens to commit, while on school property or at a school function, an act of violence upon another student or any other person lawfully on school property or at a school function, or attempts to do so.
3. Possesses, while on school property or at a school function, a weapon.
4. Displays, while on school property or at a school function, what appears to be a weapon.
5. Threatens, while on school property or at a school function, to use a weapon.
6. Knowingly and intentionally damages, destroys, or threatens to damage or destroy, the personal property of any school employee or any person lawfully on school property or at a school function.
7. Knowingly and intentionally damages, destroys, or threatens to damage or destroy, school property.

**“Weapon”** means a firearm as defined in 18 USC 921 for purposes of the Guns-Free Schools Act. It also means any other gun, BB gun, pistol, revolver, shotgun, rifle, machine gun, disguised gun, dagger, dirk, razor, stiletto, switchblade knife, gravity knife, brass knuckles, sling shot, metal knuckle knife, box cutter, cane sword, electronic dart gun, Kung Fu star, electronic stun gun, pepper spray or other noxious spray, explosive or incendiary bomb or any other device, instrument, material or substance that can cause physical injury or death.

### **III. STUDENT’S RIGHTS AND RESPONSIBILITIES**

#### **A. Student Rights**

The district is committed to safeguarding the rights given to all students under state and federal law. In addition, to promote a safe, healthy, orderly and civil school environment, all district students have the right:

1. to attend school in a positive, safe, clean, and supportive environment.
2. to take part in all District activities on an equal basis regardless of race, perceived race, color, national origin, weight, ethnic group, sex, religion, religious practices, gender, sexual orientation, or disability.
3. to present his/her version of the relevant events to school personnel authorized to impose a disciplinary penalty in connection with the imposition of the penalty.
4. to receive a copy of the school rules, and when necessary, receive an explanation of the rules from school personnel.

#### **B. Student Responsibilities**

Each district student has the responsibility:

1. to contribute to maintaining a safe, clean, and orderly school environment that is conducive to learning.
2. to show respect to other persons and to property.
3. to be familiar with and abide by all district policies, rules and regulations dealing with student conduct.
4. to punctually attend school every day unless they are excused, and to be in class, on time, prepared to learn.
5. to work to the best of their ability in all academic and extracurricular pursuits, and strive toward their highest level of achievement possible.
6. to respond to direction given by teachers, administrators, and other school personnel in a respectful, positive manner.
7. to develop mechanisms to control their anger.
8. to ask questions in class or in extra help when they do not understand.
9. to seek help in resolving problems that might lead to disruptions of a safe and orderly school environment.
10. to dress appropriately for school and school functions.
11. to accept personal responsibility for his/her actions.
12. to act as a representative of the district when participating in or attending school-sponsored extracurricular events, and to maintain the highest standards of conduct, demeanor, and sportsmanship.
13. to apply the principles of honesty, tolerance, courtesy, and dignity to all members of the school community.
14. to observe laws and school rules at all times.
15. to attend extra help if needed.

#### **IV. ESSENTIAL PARTNERS**

##### **A. Parents**

As partners in education, parents have the right:

1. to know what is expected of children with respect to the educational program, attendance, behavior, and deportment.
2. to know what children are being taught, and how children are being taught.
3. to know what progress their children are making, on a timely basis.
4. to be informed if the child experiences academic, health or social difficulty.
5. to see their children's school records.
6. to visit the child's school to communicate with child's teacher(s), principal, and other appropriate members of the professional staff.
7. to participate effectively in educational decision making.
8. to be consulted on important matters concerning their children's education.
9. to be treated with courtesy and respect at all times.

All parents have the responsibility:

1. to open a parent portal account and check it on a regular basis.
2. to recognize that the education of children is a joint responsibility of the parents and the school community.
3. to send their children to school ready to participate and learn.
4. to ensure their children attend school regularly and on time.
5. to ensure that children are not absent from school unnecessarily.
6. to insist their children are dressed and groomed in a manner consistent with the student dress code.
7. to help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment.
8. to know school rules and help their children understand them.
9. to convey to their children a supportive attitude toward education and the district.
10. to build good relationships with teachers, other parents and their children's friends.
11. to help their children deal effectively with peer pressure.
12. to show courtesy and respect for teachers and administrators.
13. to inform school officials of changes in the home situation that may affect student conduct or performance.
14. to provide a place for study and ensure homework assignments are completed.

##### **B. Teachers**

All district teachers have the right:

1. to receive cooperation and support from parents/guardians.
2. to expect the best educational performance from all students.
3. to work in an environment that is safe, orderly and free from disruption.
4. to be treated with courtesy and respect at all times.

Each district teacher has the responsibility:

1. to be prepared to teach.
2. to maintain a climate of mutual respect and dignity.
3. to demonstrate interest in teaching and concern for student achievement.
4. to know school policies and rules, and enforce them in a fair and consistent manner.
5. to communicate:
  - a. course objectives and requirements;
  - b. marking/grading procedures;
  - c. timely student progress;
  - d. assignment deadlines;
  - e. expectations for students;
  - f. classroom procedures and behavioral expectations.
6. to communicate regularly with students, parents and other professional staff concerning student growth, achievement, and behavior.
7. to be available for extra help.

### **C. Principals and Other District Administrators**

All district administrators have the right:

1. to receive cooperation and support from parents/guardians.
2. to expect the best educational performance from all students.
3. to work in an environment that is safe, orderly and free from disruption.
4. to be treated with courtesy and respect at all times.

Each district administrator has the responsibility:

1. to promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
2. to ensure that students and staff have the opportunity to communicate regularly with the principal and other administrators.
3. to regularly evaluate instructional programs.
4. to support the development of, and student participation in, appropriate extracurricular activities.
5. to be responsible for consistently enforcing the code of conduct, and ensuring that all cases are resolved promptly and fairly.

### **D. Superintendent**

The Superintendent has the responsibility:

1. to promote a safe, orderly, and stimulating school environment, supporting active teaching and learning.
2. to review with district administrators the policies of the Board of Education and state and federal laws relating to school operations and management.
3. to inform the Board about educational trends relating to student discipline.
4. to create instructional programs that minimize problems of misconduct, and is sensitive to student and teacher needs.
5. to work with district administrators to consistently enforce the code of conduct and ensure that all cases are resolved promptly and fairly.
6. to ensure that Superintendent's hearings are conducted promptly, fairly and consistent with law and regulation.

### **E. Board of Education**

The Board of Education has the responsibility:

1. to collaborate with student, teacher, administrator, and parent organizations, school safety personnel and other school personnel to develop a code of conduct that clearly defines expectations for the conduct of students, district personnel and visitors on school property and at school functions.
2. to regularly review (at least annually) and adopt the district's code of conduct, to evaluate the code's effectiveness and fairness, and the consistency of its implementation.
3. to lead by example by conducting Board meetings in a professional, respectful, courteous manner.

## **V. EXPECTATIONS FOR STUDENTS AND OTHERS ON SCHOOL PROPERTY AND AT SCHOOL FUNCTIONS**

The Board of Education of West Islip U.F.S.D. is committed to providing an orderly, respectful environment where students and all others are expected to conduct themselves in an appropriate and civil manner with proper regard for the rights and welfare of others and for the care of all school property.

To achieve these goals, listed below are rules of conduct for students and all others who come to the West Islip U.F.S.D. These rules of conduct apply on school property, on school buses, and in all school activities either on or off West Islip school property.

### **A. Student Dress Code (Policy 7312)**

The responsibility for the dress and appearance of students shall rest with individual students and parents. They have the right to determine how the student shall dress, provided that such attire meets the requirements specified below; complies with requirements for health and safety; does not interfere with the educational process; or impinge upon the rights of others. The administration is authorized to take action in instances where individual dress does not meet these stated requirements.

While the school administration may require students participating in physical education classes and labs to wear certain types of clothing such as sneakers, socks, shorts, tee shirts, they may not prescribe a specific brand that students must buy.

This policy does not mean that student, faculty, or parent groups may not recommend appropriate dress for school or special occasions. It means that a student shall not be prevented from attending school or a school function, or otherwise be discriminated against, so long as his/her dress and appearance meet the requirements below.

All students are expected to give proper attention to personal cleanliness and to dress appropriately for school and school functions including extracurricular and athletic activities. Students and their parents have the primary responsibility for acceptable student dress and appearance. Teachers and all other District personnel should exemplify and reinforce acceptable student dress and help students develop an understanding of appropriate appearance in the school setting and at school activities.

**Dress should:**

- Be safe, appropriate and not disrupt or interfere with the education process.
- Not include extremely brief, tight and short garments such as tube tops, net tops, halter tops, spaghetti straps, plunging necklines (front and/or back), see-through garments and garments which are designed to expose bare midriffs, skirts and shorts that are excessively revealing are not appropriate.
- Ensure that underwear is completely covered with outer clothing.
- Include footwear at all times. Footwear that is a safety hazard will not be allowed.
- Not include the wearing of coats except for medical purposes.
- Not include items that are vulgar, obscene, libelous or denigrate others on account of race, color, religion, creed, national origin, gender, sexual orientation, disability, or are gang related.
- Not promote and/or endorse the use of alcohol, tobacco or illegal drugs and/or encourage other illegal or violent activities.
- Not include the wearing of hats or head cover in the classroom except for medical or religious purposes.

Each building principal or his/her designee shall be responsible for informing students and their parents of the student dress code at the beginning of the school year and any revisions to the dress code made during the school year. Additionally, the principal or his or her designee shall have the authority to determine a violation of the "Dress Code".

This code is designed to be a guide and is by no means all-inclusive. Final decision concerning the appropriateness will be made by the building administrator. Students who violate the student dress code shall be required to modify their appearance by covering or removing the offending item and, if necessary or practical, replacing it with an acceptable item. Any student who refuses to do so shall be subject to discipline, up to and including out-of-school suspension. Any student who repeatedly fails to comply with the dress code shall be subject to further discipline, up to and including out-of-school suspension.

**B. Rules of Conduct**

The Board of Education of the West Islip School District believes that each student is expected to be responsible for his/her own behavior and follow the rules of conduct adopted by the Board of Education. These rules of conduct focus on personal safety and respect for the rights and property of others. Students who fail to meet this expected degree of responsibility and violate school rules may be subject to disciplinary action, up to and including suspension from school, if they engage in conduct that is disorderly, insubordinate, disruptive, violent, or endangers the safety, morals, health, or welfare of others.

Examples include those guidelines for a safe school listed below:

1. Drugs, synthetic cannabinoids, and alcohol are prohibited on school grounds by state and federal laws and Board policy.
2. Smoking and the use of all tobacco products are prohibited on school grounds.
3. Skateboards, scooters, rollerblades, all-terrain vehicles (ATVs), and hover boards are banned from school grounds; bicycles must be walked on schools grounds.
4. Pushing, fighting, vulgar language, spitting, etc. are prohibited.
5. Students are not permitted to possess any object on school grounds that can be used as a weapon.
6. Students must adhere to the bus safety rules and directives from the bus driver at all times.

7. Destruction of school property is strictly forbidden and can result in immediate suspension; parents may be liable for the cost of repairs to the school/school property.
8. Trespassing on school grounds after dark and on weekends when school is closed is strictly forbidden,
9. Courtesy and respect for teachers and staff members are expected from students at all times.
10. Respect and courtesy for fellow students is expected at all times.

Strict enforcement of school safety rules and policies will be directed by the Principal. Parents will receive immediate notification of any violations. Parents are expected to assume primary responsibility for their children. A hearing before the Superintendent will be scheduled in case of extreme misbehavior. Repeat offenders can face detention or temporary/permanent suspension.

## **VI. REPORTING VIOLATIONS**

The Code of Conduct offers an opportunity to reinforce the importance of reporting incidents of discrimination, harassment and bullying. The Code of Conduct must include procedures by which violations are reported and investigated, and by which disciplinary measures are imposed and implemented.

The amendment to Section 100.2(kk) of the Commissioner's Regulations revises the regulation to conform to and implement the reporting requirements of Chapter 102 by adding provisions for reporting of incidents of harassment, bullying/cyberbullying and discrimination to the Superintendent, principal, or their designee, including requirements that:

- School employees who witness harassment, bullying, and/or discrimination or receive an oral or written report of such acts shall promptly orally notify the principal, Superintendent, or their designee not later than one school day after such employee witnesses or receives a report of such acts, and shall also file a written report with the principal, Superintendent, or their designee no later than two school days after making an oral report.
- The principal, Superintendent or the principal's or Superintendent's designee shall lead or supervise the thorough investigation of all reports of harassment, bullying and/or discrimination, and ensure that such investigation is completed promptly after receipt of any verbal or written reports.
- When an investigation verifies a material incident of harassment, bullying, and/or discrimination, the Superintendent, principal, or designee shall take prompt action, reasonably calculated to end the harassment, bullying, and/or discrimination, eliminate any hostile environment, create a more positive school culture and climate, prevent recurrence of the behavior, and ensure the safety of the student or students against whom such behavior was directed.
- The principal, Superintendent, or their designees shall notify promptly the appropriate local law enforcement agency when it is believed that any harassment, bullying or discrimination constitutes criminal conduct.
- The principal shall provide a regular report, at least once during each school year, on data and trends related to harassment, bullying, and/or discrimination to the Superintendent.
- Pursuant to Education Law Section 13, retaliation by any school employee or student shall be prohibited against any individual who, in good faith, reports or assists in the investigation of harassment, bullying, and/or discrimination.

The West Islip School District has as its goal the establishment of a teaching and learning environment that will allow students to develop to their fullest potential in all areas of educational endeavor. In order to maintain this environment it is expected that all students, staff, visitors and others while on school property or in attendance at school functions will be aware of all school rules and observant when violations occur. This awareness will promote good citizenship by students and insure their participation in all activities.

However, when violations of school rules occur, including discrimination and harassment against students by employees or students on school property or at a school function, the prompt reporting by students and staff of all violations of the Code of Conduct to their appropriate teacher, counselor, building principal or supervisor is required. All reported violations should be dealt with by the appropriate staff member in a timely, fair and legal manner.

Any student or staff member who observes a person(s) with a weapon(s), drug, synthetic cannabinoid, alcohol and/or any illegal substance on school property or at a duly sponsored school event, must report this violation immediately to the appropriate supervisor. If possible, the weapon, drug, synthetic cannabinoid, alcohol, illegal substance must be confiscated immediately. If students are involved, parents must be notified as soon as possible and appropriate discipline applied.

The principal or his/her designee must notify the appropriate local law enforcement agency of those code violations that constitute a crime and substantially affect the order or security of a school as soon as practical, but in no event later than the close of business the day the principal or his/her designee learns of the violation. The notification may be made by telephone, followed by a letter mailed on the same day as the telephone call is made. The notification must identify the student and explain the conduct that violated the code of conduct and constituted a crime.

A DASA alleged bullying form can be found on the district website and in the appendix.

## **VII. DISCIPLINARY POLICIES AND PROCEDURES**

The Dignity Act emphasizes the creation and maintenance of a positive learning environment for all students. In addition, the amended Dignity Act requires the development of measured, balanced, progressive, and age-appropriate responses to discrimination, harassment, and bullying of students by students and/or employees. Remedial responses should be included in the Code of Conduct and place the focus of discipline on discerning and correcting the reasons why discrimination, harassment, and bullying occurred. The remedial responses should also be designed to correct the problem behavior, prevent another occurrence of the behavior, and protect the target of the act. Appropriate remedial measures may include, but are not limited to:

- peer support groups;
- assignment of an adult mentor at school that the student checks in with at the beginning and end of each school day;
- corrective instruction that reemphasizes behavioral expectations or other relevant learning or service experience;
- management of student in a reflective activity, such as writing an essay about the misbehavior and its impact on others and how the student might handle the situation differently in the future and/or make amends to those who have been harmed;
- supportive intervention and/or mediation where constructive conflict resolution is modeled;
- behavioral assessment or evaluation;
- behavioral management plans or behavior contract, with benchmarks that are closely monitored;
- student counseling and parent conferences that focus on involving persons in parental relation in discipline issues.

The West Islip School District recognizes that students must exhibit responsible behavior and that they must be held accountable for their actions. In addition, it is important to note that discipline varies in style and implementation. The underlying purpose, whether it be time honored classroom management strategies or more severe and permanent disciplinary measures, is to effectively change student behavior to conform to acceptable district-wide and building standards. School personnel who interact with students are expected to use disciplinary action only when necessary and to place emphasis on the student's ability to develop self-discipline.

### **A. Discipline, to be effective, will be fair, consistent and firm.**

There must be a clear relationship between behavior and consequences. The West Islip School District has adopted a uniform discipline code for all students. It is recognized that the primary responsibility for student discipline lies with each staff member. However, when a staff member feels a referral is necessary, the principal and his/her designees shall apply the code based on the infraction and the student's prior disciplinary record. Follow-up with the referring staff members shall be the responsibility of the principal and the deans. In deciding disciplinary procedures it is expected that those imposing discipline will consider the following:

1. The student's age;
2. The nature of the offense;
3. Information from all interested parties – witnesses, parents, teachers, and others as appropriate;
4. Extenuating circumstances;
5. The progressive nature of various disciplinary practices as they relate to the specific event;
6. If the conduct is related to a disability, or suspected disability, procedures relative to applicable laws will be maintained, and referrals to the Committee on Special Education will be made. These procedures are listed separately in this Code of Conduct. A student identified as having a disability shall not be disciplined for behavior related to his/her disability. This does not negate referrals to government agencies if laws are violated, nor does it mitigate the implementation of strategies to support a change in the student's behavior.

## B. Range of Penalties

The range of penalties which may be imposed for violating the code of conduct are set forth below (and can be imposed in any order):

- Collaborative problem solving
- Community Service (with parental consent)
- Conflict Resolution
- Development of Individual behavioral contract
- Functional Behavior Analysis
- Interventions by Counseling staff
- Mentoring
- Parent Outreach
- Peer Mediation
- Positive behavior interventions and supports
- Referral to a community-based organization
- Referral to Instructional Support Team
- Referral to Child Study Team
- Short-term behavioral progress reports
- Verbal warning - any staff member;
- Written warning and notification of parents - bus drivers, counselors, teachers, principals, or the Superintendent;
- Detention - teachers, principals or the Superintendent;
- Suspension from transportation - principal or the Superintendent;
- Suspension from extra-curricular activities - activity director, principal or the Superintendent;
- Exclusion from a particular class\* – teachers, principal, or the Superintendent;
- In-school suspension\* - Principal or the Superintendent;
- Suspension - short term (5 days or less)\* – principal, the Superintendent, or the Board of Education;
- Suspension - long term (greater than 5 days)\* - the Superintendent or the Board of Education;
- Permanent suspension from school - Superintendent or the Board of Education.

\* As limited by law and regulation.

The type and extent of punishment shall be determined by the building Principal or Superintendent according to present Board Policy. Such discipline measures shall be appropriate to the seriousness of the offense and, where applicable to the previous disciplinary record of the student. Any suspension from attendance upon instruction may be imposed only in accordance with Education Law Section 3214 (3). Detention, in-school suspension, out of school suspension and police contact will be administered according to the schedules contained in the Code of Conduct.

## C. Transportation Safety

### 1. Bus Safety

*School bus transportation is a privilege that may be withdrawn for inappropriate behavior.* Transportation safety is a matter of teamwork and requires the constant support and attention of pupils and parents as well as the personnel of the schools. A student is to ride the bus to which he/she is assigned. ***The bus driver is in complete charge of the bus and its occupants at all times.*** Students riding the bus must comply with the requests of the driver.

**Bus Stop Safety:** Parents at a particular bus stop should arrange for some type of mutually agreed upon supervision. Parents are responsible for the actions and safety of pupils walking to and from bus stops.

**Bus Safety Rules:** Parents should review bus safety rules with their children:

- a. Students should not engage in any physical exchanges on the bus.
- b. Students must treat the bus driver, other students, and the bus equipment with respect.
- c. Students must remain seated and facing front when the bus is in motion.
- d. Students should talk quietly and make no unnecessary noise.
- e. Heads and arms must be kept inside the bus at all times.
- f. Students should not litter inside or outside the bus at any time.



**Transportation Changes:** Any student taking a bus other than the one assigned to him/her must bring a note signed by the parent or guardian to the office first thing in the morning for approval. Students assigned to a bus who plans to walk or ride bikes must also submit a note.

*Infractions of the above rules will be brought to the attention of the principal. Abuse of bus privileges will result in one or more of the following:*

1. assigned seat on the bus;
2. loss of recess privileges;
3. detention;
4. denial of bus privileges.

## **2. Bicycle Safety**

All bicycles ridden to school should be walked on school grounds and locked in the bike rack. Bike riders must wear helmets in accordance with the law. The principal will notify parents of students who violate the bicycle helmet law on school property.

## **3. Car Safety**

Parents delivering or picking up students at school must follow the established school building protocols during arrival and dismissal times. *Offenders may be reported to district transportation for follow up by the Suffolk County Police Department.*

**It is illegal to pass a school bus with flashing red lights whether on the street or on school property.**

## **4. Walker Safety**

Walkers should arrive and leave school property in a safe and orderly manner. Children should arrive no earlier than 15 minutes prior to the start of their school day.

## **D. Cafeteria**

In order to create a safe and enjoyable atmosphere for all students, students are expected to wait patiently in line, stay seated when eating, speak quietly, and use appropriate table manners. Each student must clean up his/her eating space before leaving. Students are also expected to listen to and show respect for the adults in charge. Students engaging in conduct that is unsafe or inappropriate for themselves or others will be removed from the cafeteria and may experience temporary loss of lunchroom privileges. Staff members will report all inappropriate behavior to the classroom teacher and/or the principal. Continued unsafe or unacceptable behavior will result in parental contact by the principal.

## **E. Recess for elementary students**

All students enjoy a recess period held out of doors, weather permitting. *Whether indoors or out, students will be expected to practice self-control, cooperation and respect for others and their property.* Safety is a top priority. All children are expected to listen to and follow the directions of the staff. On the playground the following rules must be obeyed:

1. Keep within the boundaries and off of anything other than the playground equipment.
2. Use equipment safely.
3. Keep hands, feet and objects to him/herself - no play fighting.
4. Do not throw rocks, sand or any object that may pose a danger to self or others.
5. Line up when the whistle is blown or the adult-in-charge gives direction.
6. Report any problem to the nearest adult.

*Children engaging in conduct that is unsafe for themselves or for others will be removed from the cafeteria and/or lose recess time. The staff will report all inappropriate behavior to the classroom teacher and/or the principal. Continuous unsafe or inappropriate behavior will result in parental contact by the principal.*

## **F. Classroom**

All general rules of conduct will be used as a guideline in the classroom. In most cases teachers handle routine problems; however, the principal occasionally must contact parents and hold conferences relative to student misbehavior. In some cases, detention, teacher-recommended removal, in-school suspension, or suspension from

school may be necessary. In all dealings with student discipline, a fair and reasonable climate will always prevail. Parents will always be apprised when a child exhibits a continuing pattern of inappropriate behavior.

#### **G. Remote Learning**

All general rules of conduct will be utilized as a guideline in remote learning. In most cases teachers handle routine problems; however, the principal occasionally must contact parents and hold conferences relative to student misbehavior. In some cases, detention, teacher-recommended removal, in-school suspension, or suspension from school may be necessary. In all dealings with student discipline, a fair and reasonable climate will prevail. Parents will be apprised when a child exhibits a continuing pattern of inappropriate behavior.

#### **Disciplinary Offenses and Administrative Actions**

All students and parents are expected to become familiar and comply with the following rules of conduct. Parents should keep this information accessible throughout the school year for easy reference if a problem should occur.

##### **General Rules of Conduct**

1. Students have primary responsibility for their actions, and must exercise self-control.
2. Students must observe the safety rules of the school for their own safety and that of others.
3. Students are reminded that any teacher or staff member in the school has the right and responsibility to correct unruly individuals at any place, at any time.
4. Students shall show respect for the person and property of others around them.
5. Students are expected to show respect for school property and take good care of books, desks, electronics, and other furniture and equipment.
6. Students shall follow the classroom rules established by the teacher(s).
7. Students shall not wear clothing that is distracting, disruptive or dangerous.

##### **Off-Campus Conduct**

Students may be disciplined for off-campus conduct that may endanger the health or safety of pupils and/or staff within the educational system or adversely affect the education process.

**West Islip Public Schools  
CODE OF CONDUCT VIOLATIONS**

The Superintendent of Schools and/or District Administrators may take the appropriate actions to ensure a safe and educationally sound learning environment for all students and staff. Any offense may be referred for a Superintendent's Hearing at the discretion of the Principal.

<b>I. VIOLATIONS AGAINST PERSONS</b>	
<b>a</b>	<b>Homicide</b>
<b>b</b>	<b>Forcible or other Sex Offenses</b>
<b>c</b>	<b>Robbery:</b> forcible stealing of property from a person by using or threatening the use of physical force
<b>d</b>	<b>Kidnapping</b>
<b>e</b>	<b>Assault with Serious Physical Injury:</b> causing physical injury to another person requiring hospitalization
<b>f</b>	<b>Assault with Physical Injury:</b> engaging in behavior which could potentially cause a serious risk of injury to other students, staff members, or oneself
<b>g</b>	<b>Reckless Endangerment:</b> engaging in behavior which creates a risk of injury to self or others
<b>h</b>	<b>Physical Harassment, Horseplay, Roughhousing, Inappropriate Physical Contact:</b> striking, shoving, or kicking another person or subjecting another person to unwanted or inappropriate physical contact with the intent to harass, annoy, or alarm another person
<b>i</b>	<b>Fighting / Minor Altercations:</b> two or more parties contributing to a situation by physical means
<b>j</b>	<b>Intimidation, Harassment, Menacing, Taunting, Teasing or Bullying / Verbal Harassment:</b> threatening, stalking, or seeking to coerce or compel a person to do something; engaging in verbal conduct that threatens another with harm. Includes any form of harassment that does not involve actual physical contact, but does involve the threat of harm, including verbal harassment or use of any kind of electronic device to tease, taunt or harass others
<b>k</b>	<b>Verbal Abuse:</b> disrespectful language or gestures to another person
<b>l</b>	<b>Hazing:</b> engaging in physical or emotional abuse of a team /club member conspiring in or failing to report hazing

<b>II. VIOLATIONS AGAINST PROPERTY</b>	
<b>a</b>	<b>Extortion:</b> obtaining property or assistance through coercion
<b>b</b>	<b>Burglary:</b> entering or remaining unlawfully on school property with the intent to commit a crime
<b>c</b>	<b>Criminal Mischief / Willful Damage of Property:</b> intentional destruction of school and/or personal property, including vandalism and graffiti
<b>d</b>	<b>Theft:</b> unlawful taking of property/ <b>Possession of Stolen Property</b>
<b>III. VIOLATIONS AGAINST PUBLIC HEALTH &amp; SAFETY</b>	
<b>a</b>	<b>Arson:</b> deliberate setting of a fire
<b>b</b>	<b>Bomb Threat</b>
<b>c</b>	<b>False Fire Alarm</b>
<b>d</b>	<b>Explosive Devices:</b> possession and/or detonation of fireworks or other explosive devices
<b>e</b>	<b>Nuisance Devices:</b> use or possession of smoke or stink bombs, snappers, paintballs or other devices creating a public nuisance
<b>f</b>	<b>Discharging Fire Extinguisher</b>
<b>g</b>	<b>Open Flame:</b> use of matches, lighters, other ignition devices or possession of such on school property, unless supervised by a staff member
<b>h</b>	<b>Riot:</b> four or more persons simultaneously engaging in tumultuous and violent conduct
<b>i</b>	<b>Weapons Possession:</b> having or bringing a weapon onto school property (including knives of any type or size)
<b>j</b>	<b>Controlled Dangerous Substances /Drugs/Synthetic cannabinoids:</b> possession of any substance and/or paraphernalia, use, sale, distribution, and/or under the influence of such
<b>k.</b>	<b>Alcohol:</b> possession, use, sale, distribution, and/or under the influence, refusing to submit to breathalyzer test (per B.O.E. policy)
<b>l</b>	<b>Tobacco:</b> use or possession of any type of tobacco product, electronic cigarettes or related items, including, but not limited to the following: rolling paper, lighter, matches. (For students caught smoking on school grounds, the Suffolk County Board of Health will be notified.)
<b>IV. VIOLATIONS AGAINST SCHOOL ADMINISTRATIVE PROCEDURES</b>	
<b>a</b>	<b>Insubordination:</b> willful refusal to follow given directions. (Infractions during emergency situations or drills will incur more severe penalties.)
<b>b</b>	<b>Disruptive Behavior</b>
<b>c</b>	<b>Disruptive Behavior for Substitute</b>
<b>d</b>	<b>Disruptive Behavior in Cafeteria</b>
<b>e</b>	<b>False Identification:</b> refusal to give or giving false identification when requested to do so by a staff member
<b>f</b>	<b>Forgery:</b> falsifying signatures, dates, and/or data
<b>g</b>	<b>Outside the Building without Permission</b>
<b>h</b>	<b>Leaving Early without Signing Out</b>
<b>i</b>	<b>Truancy:</b> not coming to school or arriving late without parent awareness/approval

<i>j</i>	<i>Cutting class</i> (and staying in school)
<i>k</i>	<i>Cutting a class with a substitute teacher</i>
<i>l</i>	<i>Cutting Assigned Detention</i>
<i>m</i>	<i>Misuse of Hall Pass</i>
<i>n</i>	<i>Violation of Suspension</i>
<i>o</i>	<i>Disruptive Behavior in ISS Room</i>
<i>p</i>	<i>Failure to Stay for Detention</i>
<b>V. VIOLATIONS AGAINST ACADEMIC INTEGRITY</b>	
<i>a</i>	<i>Plagiarism of assignment / research paper</i>
<i>b</i>	<i>Cheating / Copying another's work / etc.</i>
<b>VI. VIOLATIONS AGAINST PUBLIC DECENCY</b>	
<i>a</i>	<i>Gambling / Possession of Related Items</i> (cards, dice, etc.)
<i>b</i>	<b>Discrimination:</b> Communication or any activity that is offensive to another's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, or sex. This prohibited behavior includes, but is not limited to, threats, intimidation, or abuse.
<i>c</i>	<b>Sexual Harassment:</b> unwanted and unwelcome sexual or gender-based behavior including but not limited to overt or implicit bribes, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature or that is based on sexual/gender stereotypes.
<i>d</i>	<b>Obscenity/Profanity:</b> language, gestures, drawings or clothing that are obscene or profane
<i>e</i>	<i>Violation of Dress Code</i>
<b>VII. VIOLATIONS AGAINST STUDENT TRANSPORTATION REGULATIONS</b>	
<i>a</i>	<i>Violating Traffic Rules / Reckless Driving:</i> driving in a manner that endangers people and/or property
<i>b</i>	<i>Taking Underclassmen off Campus in Senior's Vehicle</i>
<i>c</i>	<i>Abusing Lunch Release / Early Release Privileges</i>
<i>d</i>	<b>Unruly Bus Behavior:</b> engaging in dangerous or destructive actions while stopped or during the ride, especially those which distract the driver

**VIII. VIOLATIONS REGARDING ELECTRONIC DEVICES**

<b>a</b>	<b><i>Violations of BOE Policy 7315 and related guidelines regarding student use of personal electronic devices</i></b> will be addressed as per page 12, section B of the Code of Conduct. BOE Policy 7315 and related guideline documents can be located on the homepage of every building's website under Important Links.
<b>b</b>	<b><i>Use of electronic device during an emergency situation</i></b> such as fire drills, building evacuations, etc. until given the "all clear" to do so by the Administration.
<b>c</b>	<b><i>Use of electronic devices during a test or quiz or relaying test information to others at a later time (cheating). Use of electronic devices during a State Exam (Regents/RCT)</i></b>
<b>d</b>	<b><i>Use of electronic devices to harass, invade privacy, or transmit inappropriate info/photos/video of self or others</i></b> (i.e. via internet, e-mail, instant messages, cell phones, digital photos, video clips, etc.). Cell/camera phone use in locker rooms is strictly prohibited and subject to prosecution.
<b>e</b>	<b><i>Abuse of School Computers:</i></b> Damage of equipment/software through physical act or electronic means or otherwise violating the Acceptable Use Policy (AUP)
<b>f</b>	<b><i>Using school computers in an inappropriate manner:</i></b> Changing computer screens, fonts and settings or in any other way interfering with the function of school electronic equipment, including SMART Boards
<b>g</b>	<b><i>Use of electronic device on school property or function to download or visit inappropriate websites</i></b>
<b>h</b>	<b><i>Use of any kind of electronic device to take a picture or video/audio recording of any kind on school property or function, without the permission of the pictured individual or of the principal or his/her designee</i></b>
<b>i</b>	<b><i>Use of any kind of electronic device on school property or function that compromises the health, safety and well-being of the students and school</i></b>

### **Disciplinary Offenses and Resulting Administrative Actions: Consequences for Unacceptable Behavior**

The West Islip School District has adopted a uniform discipline code for all students. It is recognized that the primary responsibility for student discipline lies with each staff member. However, when a staff member feels a referral is necessary, the Principal and the Assistant Principal shall apply the code based on the student's prior disciplinary record, consistent with the district Code of Conduct. Follow-up with the referring staff member shall be the responsibility of the Principal, Associate/Assistant Principals, and Deans. Follow-up with parents shall be the initial responsibility of the referring teacher.

Consequences of unacceptable behavior include detention, in-school suspension, out-of-school suspension, and loss of privileges. Any student whose behavior continues to be unacceptable shall be referred to the appropriate pupil personnel service and/or an alternative school setting. Following is a listing of disciplinary offenses and the actions that the Principal, Associate/Assistant Principals, and Deans shall enforce for infractions of the Code of Conduct. It is recognized that on a rare occasion extenuating circumstances may make other administrative options more appropriate. Administrative actions will be more severe when the offense is directed towards a member of the staff (i.e. Custodians, Bus Drivers, Teaching Assistants, Teacher Aides, Secretaries, Teachers, and Administrators). Students who are suspended shall not participate in any school activities until the time of reinstatement.

*Note: A parent conference may be required for each suspension. Conferences are conducted during the normal school day.*

#### **A. Administrative Actions**

The amount of due process a student is entitled to before a penalty is imposed will depend on the type of penalty being imposed. In all cases, regardless of the penalty imposed, the school personnel authorized to impose the penalty must inform the student of the misconduct he/she is alleged to have committed, and must investigate the facts surrounding the alleged misconduct. All students will have an opportunity to present their version of the facts to the school personnel imposing the discipline.

Students who receive penalties other than verbal warning, written warning or written notification to their parents are entitled to additional rights before the penalty is imposed.

##### **1. Detention**

The Board of Education believes that detention is an effective method of discipline for students. A student who violates the student disciplinary code may be assigned detention by the building Principal or designee. In order for a student to be placed in detention, the Building Principal and the parent or guardian must be notified, and the student must have transportation home.

##### **2. Transportation Suspension**

When a student does not comply satisfactorily with bus rules, school bus personnel must report violations to the building Principal. Riding privileges may be suspended when problems become serious and result in a compromise of rider safety. In these cases the parent will be responsible for getting the student to and from school. Should the suspension from transportation result in a suspension from attendance, the district will make appropriate arrangements to provide for the student's education. Reasonable opportunity will be provided for informal conferences between the building Principal and the student and the student's parent to discuss the conduct and the penalty involved.

##### **3. Suspension from Extracurricular Participation and Other Privileges**

A student subjected to a suspension from athletic participation, extracurricular activities or other privileges is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with reasonable opportunity for an informal conference with the district official imposing the suspension to discuss the conduct and the penalty involved.

##### **4. In School Suspension**

The Board recognizes the school must balance the need of students to attend school and the need for order in the classroom to establish an environment conducive to learning. As such, the Board of Education authorizes Principals and the Superintendent to place students who would otherwise be suspended from school as the result of a code of conduct violation in "in-school suspension". The in-school suspension teacher will be a certified teacher.

A student subjected to an in-school suspension is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the district official imposing the in-school suspension to discuss the conduct and the penalty involved.

## B. Suspension from School

Suspension from school is a severe consequence that may be imposed upon students who are insubordinate, disorderly, violent or disruptive, or whose conduct otherwise endangers the safety, morals, health, or welfare of self or others.

The Board retains its authority to suspend students, but places primary responsibility for the suspension of students with the building Principals (short-term suspension) or the Superintendent (long-term suspension).

Any staff member may recommend to the Principal that a student be suspended. All staff members must immediately report and refer a violent student to the Principal for violation of the Code of Conduct. All recommendations and referrals shall be made in writing unless the conditions underlying the recommendation or referral warrant immediate attention. In such cases a written report is to be prepared as soon as possible by the staff member recommending the suspension.

The Principal, upon receiving a recommendation or referral for suspension or when processing a case for suspension, shall gather the facts relevant to the matter and record them for subsequent presentation, if necessary.

### 1. Short-term (5 days or less) suspension from school:

Students may be suspended from school for insubordinate, disorderly, violent or disruptive behavior, or for conduct that otherwise endangers the safety, morals, health or welfare of him/herself or others. Any student who repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom shall be referred to the building Principal for removal from class for a suspension of up to five days. For the purpose of this Code of Conduct "being repeatedly and substantially disruptive" means engaging in conduct that results in the student being removed from the classroom by the teacher, pursuant to Education Law §3214 and this Code, on four or more occasions during semester, or three or more occasions during a trimester. If suspension is proposed, the student and the student's person(s) in parental relation will be given the same notice and opportunity for a hearing given to all students subject to suspension.

All requirements of law shall be followed:

- Suspensions may be made by a Principal for a period of time not to exceed five school days
- Suspensions may not be approved by any other staff member.
- The student being suspended must be told of the suspension and the reason for the suspension by the appropriate administrator.
- The person in parental relation to the student is to be notified immediately with a letter to follow.
- The written notice must be delivered to the last known address of the parents through one or more of the following means: delivery by district personnel, delivery by express mail, personal delivery, or delivery by some other means that is reasonably calculated to assure receipt of the notice within 24 hours. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents.
- The student and person in parental relation to the student shall, on request, be given an opportunity for an informal conference with the building administrator. At the informal conference, the pupil and/or the pupil's parent have the right to present the pupil's version of the incident, and to question the complaining witness(es) against the pupil.
- A copy of the suspension letter shall be placed in the student's file.
- Upon return to school for reinstatement, the student should be accompanied by either or both parents/guardians for a reinstatement interview, if possible.
- **An appeal of a decision from the Principal must be made, in writing, to the Superintendent no later than fifteen (15) days from the date of suspension. An appeal of the Superintendent's decision must be made, in writing, to the Board of Education no later than fifteen (15) days from the date of the Superintendent's decision. (Policy 7313).**

### 2. Long Term (more than 5 days) suspension from school; Permanent Suspension: As prescribed by law, the following behaviors are serious enough to justify long term (more than 5 days) suspension from school, or permanent suspension:

- a. **Bringing a weapon to school:** Any student found guilty of bringing a weapon onto school property will be subject to suspension from school for one calendar year. Before being suspended, the student will have an opportunity for a hearing in the district pursuant to Education Law §3214. The Superintendent has the authority to modify the term of the suspension on a case-by-case basis.

In deciding whether to modify the suspension period the Superintendent may consider the student's age, grade



in school, prior disciplinary record, potential effectiveness of other forms of discipline, input from parents, teachers, and/or others, other extenuating circumstances.

- b. **Committing violent acts other than bringing a weapon to school:** Any student who is found to have committed a violent act other than bringing a weapon onto school property shall be subject to suspension from school for one calendar year. The Superintendent has the authority to modify the term of suspension on a case-by-case basis using the same factors as were described above for modifying a one year suspension for possessing a weapon.
- c. **Students who repeatedly are substantially disruptive of the educational process, or substantially interfere with the teacher's authority over the classroom.** Any student who is found to be repeatedly substantially disruptive of the educational process, or substantially interfere with the teacher's authority over the classroom, shall be subject to suspension from school for one calendar year. The Superintendent has the authority to modify the term of suspension on a case- by-case basis using the same factors as were described above for modifying a one-year suspension for possessing a weapon.
- d. **Other reasons deemed appropriate by the Superintendent** may result in a suspension greater than five school days.

If the proposed suspension exceeds five days, the student and person(s) in parental relation will be provided with an opportunity for a fair hearing, upon reasonable notice.

- During the conduct of the hearing, the pupil will be provided with notice of the following rights:
  - Representation by counsel.
  - To question complaining witnesses against the pupil
  - To present witnesses and evidence on the pupil's behalf.
  - To have the Superintendent issue subpoenas on the pupil's behalf.
  - To make a statement on his/her own behalf.
  - To have a record maintained.
  - To findings of fact by the Superintendent.
  - To prior notice of contents of the pupil's records, and the opportunity to rebut its effect before penalty is determined.
  - To appeal to the Board of Education.
- A record of the hearing will be maintained.
- When a student is suspended for more than five (5) days, the Superintendent or his/her designee shall convene a hearing pursuant to Education Law Section 3214. An appeal of a decision from the Superintendent or his/her designee must be made, in writing, to the Board of Education no later than thirty (30) days from the date of the hearing.

### C. Teacher Removal of Disruptive Students

On occasion, a student's behavior may become substantially disruptive. For purposes of this Code of Conduct, this student is one who is **substantially disruptive** of the educational process or **substantially interferes** with the teacher's authority over the classroom. A substantial disruption of the educational process or substantial interference with a teacher's authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher's instructions or repeatedly violates the teacher's classroom behavior rules. For students with a Behavior Intervention Plan, the teacher should employ the components of the student's Behavior Intervention Plan, and, if the disruptive behavior continues to be substantial, a formal removal process may begin concurrent with the safeguards of I.D.E.A. and the stipulations of the student's I.E.P. Students who are substantially disrupting or substantially interfering with the class may be removed for up to five days.

**The procedural requirements for a formal removal by a teacher of a student are:**

- If the disruptive student does not pose a danger or on-going threat of disruption to the academic process, the teacher must provide the student with an explanation for why he or she is being formally removed and give the student an opportunity to explain his or her version of the relevant events before the student is removed. Only after the informal conversation may a teacher formally remove a student from class.
- If the student poses a danger or ongoing threat of disruption, the teacher may order the student to be formally removed immediately. The teacher must, however, explain to the student why he or she was removed from the classroom and give the student a chance to present his or her version of the relevant events within 24 hours. The teacher must contact the parent by the end of the school day on which the student was removed and explain the circumstances under which the student was removed.
- The teacher must complete the established form for a formal removal by a teacher and meet with the principal or his or her designee as soon as possible, but no later than the end of the school day, to explain the circumstances of the formal removal and to present the form. If the principal or designee is not available by the end of the same school day, the teacher must leave the form with the secretary and meet with the principal or designee prior to the beginning of classes on the next school day.
- Within 24 hours after the student's formal removal by a teacher, the principal or another district administrator designated by the principal must notify the student's parents, in writing, that the student has been formally removed from the class and include an explanation. The notice must also inform the parent that he or she

has the right, upon request, to meet informally with the principal or the principal's designee and the teacher to discuss the reasons for the formal removal.

- The written notice must be delivered to the last known address of the parents through one or more of the following means: delivery by district personnel, delivery by express mail, personal delivery, or delivery by some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the student's formal removal by the teacher. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents.
- If at the informal meeting the student denies the charges, the principal or the principal's designee must explain why the student was formally removed and give the student and the student's parents a chance to present the student's version of the relevant events. The informal meeting must be held within 48 hours of the student's formal removal by a teacher. The timing of the informal meeting may be extended by mutual agreement of the parent and principal.

The principal or the principal's designee may overturn the formal removal of the student from class if any one of the following is found:

- The charges against the student are not supported by substantial evidence.
- The student's formal removal is otherwise in violation of law, including the district's Code of Conduct and/or federal or state laws regarding the education of students with disabilities.
- The conduct warrants suspension from school pursuant to Education Law §3214 and a suspension will be imposed. *Four removals within one semester will result in a suspension.*

The principal or his or her designee may overturn a formal removal by a teacher at any point between receiving the referral form issued by the teacher and the close of business on the day following the 48-hour period for the informal conference, if a conference is requested. No student removed from the classroom by the classroom teacher will be permitted to return to the classroom until the principal makes a final determination, or the period of the formal removal expires, whichever is less.

Any disruptive student who is formally removed from the classroom by the classroom teacher shall be offered continued educational programming and activities by a certified teacher in an alternate setting until the student is permitted to return to the classroom.

It is recommended that each teacher keep a complete log for all cases of formal removal of students from his or her class.

It is recommended that the principal keep a building log of all formal removals by teachers of students from class.

#### **D. Referrals: In-School, Outside Agencies, Law Enforcement, Courts and Other Legal Actions**

##### **1. Referrals**

- **Counseling** - The Counseling (Guidance) Department shall handle all referrals of students to counseling.
- **PINS Petitions** – Upon meeting legal requirements, the district may file a PINS (Person In Need of Supervision) in Family Court on any student under the age of 18 who demonstrates that he/she requires supervision and treatment by:
  - a. Being habitually truant and not attending school as required by Part One of Article 65 of the Education Law.
  - b. Engaging in an ongoing or continual course of conduct which makes the student incorrigible, ungovernable, or habitually disobedient, and beyond the lawful control of the school.
  - c. Knowingly and unlawfully possesses controlled dangerous substances/ drugs in violation of Penal Law 221.05.

##### **2. Juvenile Delinquents and Juvenile Offenders**

The Superintendent is required to refer the following students to the County Attorney for a juvenile delinquency proceeding before the Family Court:

- a. Any student under the age of 16 who is found to have brought a weapon to school, except any student 14 or 15 years old who qualifies for juvenile offender status under the Criminal Procedure Law 1.20.
- b. Any student age 16 and older or any student 14 or 15 years old who qualifies for juvenile offender status to the appropriate law enforcement authorities.

##### **3. Referrals to Child Protection Services and Other Human Rights Agencies**

Consistent with the district's commitment to keep students safe from harm and the obligation of mandated reporters and school officials to report to Child Protective Services when they have reasonable cause to suspect that a student has been abused or maltreated, the district will cooperate with local Child Protective Services workers who wish to conduct interviews of students on school property relating to allegations of suspected child abuse, and/or neglect, or custody investigations, to the extent that it is required by law.

All requests by Child Protective Services to interview a student on school property shall be made directly to the Principal or Superintendent. The Principal or Superintendent shall set the time and place of the interview. The Principal or designee shall decide if it is necessary and appropriate for a school official to be present during the interview, depending on the age of the student being interviewed and the nature of the allegations. If the nature of the allegations is such that it may be necessary for the student to remove any of his or her clothing in order for the Child Protective Services worker to verify the allegations, the school nurse or other district medical personnel must be present during that portion of the interview. No student may be required to remove his or her clothing in front of a Child Protective Services worker or school district official of the opposite sex.

A Child Protective Services worker may not remove a student from school property without a court order, unless the worker reasonably believes that the student would be subject to danger of abuse if he or she were not removed from school before a court order can reasonably be obtained. If the worker believes the student would be subject to danger of abuse, the worker may remove the student without a court order and without the parent's consent.

### **VIII. ALTERNATIVE INSTRUCTION**

When a student of any age is removed from class by a teacher or a student of compulsory attendance age is suspended from school pursuant to Education Law 3214, the district will take immediate steps to provide alternative means of instruction for the student.

### **IX. DISCIPLINARY PROCEDURES AND PENALTIES FOR STUDENTS WITH DISABILITIES**

Generally, if a student with a disability infringes upon the established rules of the district, disciplinary action shall be in accordance with the procedures set forth in this Code of Conduct. However, due to the protection afforded to students with disabilities under federal law, the suspension of such students presents a situation requiring the consideration of additional factors.

The Board of Education and staff recognize students with disabilities often display an array of behaviors that would be deemed disruptive within a regular education setting. These behaviors may include conduct that is disorderly, insubordinate, disruptive, violent, or conduct that endangers the health, safety or welfare of students and others as defined in this Code of Conduct. The district's special education programs incorporate behavior management systems as part of the overall instructional program that is designed to address the range of student behaviors.

#### **A. General Procedures for Disciplining Students With Disabilities**

Generally, if a student with a disability is being disciplined for an infraction that was not a direct result of the child's disability, or if the penalty imposed does not result in suspension that results in removal of the student for more than 10 cumulative days in a school year, then the child may be disciplined in the same manner and for the same duration as a non-disabled student.

If short-term suspensions result in removal of the student for more than 10 cumulative days in a school year, including days of in-school suspension, a manifestation determination must be conducted. A long-term suspension (over 10 school days) of a student with a disability constitutes a change in placement, and is subject to the provisions of federal law.

If a student has a disability, or school officials should reasonably suspect the student has a disability, the hearing process required by Education Law Section 3214 must be divided into several parts. A manifestation determination by the "Manifestation Team" must be conducted to determine whether the conduct underlying the charges relates to a disability. The Manifestation Team is comprised of a representative of the school district, the parent/guardian, and relevant members of the Committee on Special Education (CSE) as determined by the parent/guardian and the school district.

The Manifestation Team must review all relevant information in the student's file, including the student's Individual Education Program (IEP), any teacher observations, and any relevant information provided by the parents to determine if the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability, or if the conduct in question was the direct result of the district's failure to implement the IEP.

If the behavior is determined not to be related to the child's disability, discipline may be imposed in the same manner and for the same duration as a non-disabled student, provided the student receives the services necessary to enable the student to make progress with regard to the goals on the child's IEP and the general curriculum.

If the behavior is determined to be related to the child's disability, the CSE or Section 504 Committee must meet and consider the need for modifications in the child's IEP. A functional behavioral assessment (FBA) and a behavior intervention plan (BIP) must be conducted or modifications made to an existing plan, if necessary, to address the behavior.

#### **B. Placing A Student in an Interim Alternative Education Setting (IAES)**

An Interim Alternative Education Setting (IAES) is defined as a temporary educational placement for a period of up to 45 school days, other than the student's current placement at the time the behavior precipitating the IAES placement occurred that enables the student to continue to progress in the school's general curriculum, although in another setting, including those described in the student's IEP, that will enable the student to meet his/her IEP goals, and include services and modifications to address behavior which precipitated the IAES placement that are designed to prevent the behavior from recurring (8 NYCRR §201.2(k)).

Following a Superintendent's hearing, the Superintendent may order the placement of a student with a disability in an IAES, to be determined by the CSE, if the student's misconduct involves one of the following circumstances.

- The student carries or possesses a weapon (as defined by IDEA) to or at school, on school premises, or to or at a school function.
- The student knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function.
- The student has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function.

In addition, the District may seek to place a dangerous student in an IAES. However, if the student's parents do not consent to such a placement, the district may request an expedited hearing to seek an order from an impartial hearing officer to place the child in an IAES. If placement in an IAES is ordered by a hearing officer for a dangerous student, the CSE must meet to determine the IAES.

The procedures above also apply to a student presumed to have a disability.

#### **X. VISITORS TO THE SCHOOLS**

The Board encourages parents and other district citizens to be partners in student learning. Since schools are a place of work and learning, however, certain limits must be set for the aforementioned. The Principal or his or her designee is responsible for all persons in the building and on the grounds. For these reasons, the following rules apply to visitors to the schools:

1. Anyone who is not a regular staff member or student of the school will be considered a visitor.
2. All visitors to the school must report to the office of the Principal upon arrival at the school and state their business. They will be required to sign the visitor's register and will be issued a visitor's identification badge, which must be worn at all times while in the school or on school grounds. The visitor must return the identification badge to the Principal's office before leaving the building.
3. Visitors attending school functions that are open to the public, such as parent-teacher organization meetings or public gatherings, may be required to register.
4. All visitors who wish to visit a classroom while school is in session are required to arrange such visits in advance with the classroom teacher(s) so that class disruption is kept to a minimum. Permission for the visit must be obtained from both the teacher and the building administrator.
5. Teachers must not take class time to discuss individual matters with visitors.
6. Any unauthorized person on school property will be reported to the Principal or his or her designee. Unauthorized persons will be asked to leave. The police may be called if the situation warrants.
7. All visitors are expected to abide by the rules for public conduct on school property contained in this Code of Conduct
8. When individual members of the Board of Education visit the schools, they must abide by the regulations and procedures developed by the administration regarding school visits.

#### **XI. RULES AND REGULATIONS FOR THE MAINTENANCE OF PUBLIC ORDER ON SCHOOL PROPERTY**

The Board of Education recognizes that the fundamental purpose of the local schools is to develop lifelong learners who, as they pursue truth, will contribute to humanity out of a sense of personal self-worth and dignity. The Board also recognizes that the enrichment and, in fact, the very survival of any group comes about only as its individual members practice self-discipline, and demonstrate behavior which does not infringe or intrude on basic rights and freedoms of others. Responsible exercise of individual freedoms means respect for the democratic process and for the rights of all. Only in an atmosphere of mutual respect, self-restraint, civility and trust among all can these freedoms flourish.

Thus, the Board of Education is committed to the management of its schools in a manner that is consistent with the legal and moral rights of all but which neither tolerates nor condones actions or conduct in violation of our penal statutes. In setting forth the following regulations, nothing herein is intended, nor shall be construed, to limit or restrict freedom of speech nor peaceful assembly nor any constitutional or legal individual right. These regulations shall not be construed to prevent or limit communication between and among staff members (instructional and non-instructional), or to hamper sound educational practices or to relieve the school system of its special responsibility for self-regulation in the preservation of public order. Their purpose is not to prevent or restrain controversy and dissent, but to prevent abuse of individuals and to maintain that stable environment appropriate to a public school system without which there can be no intellectual freedom. These regulations shall be interpreted and applied to that end.

The following rules are adopted in compliance with Section 2801 of the Education Law. Said rules shall be subject to amendment or revision and any amendments or revisions thereof shall be filed with the Commissioner of Education and the Board of Regents within ten days, after adoption of such amendment or revision.

These rules are not intended to repeal, supersede or preclude any other rules relating to the same subject matter except to the extent they are inconsistent therewith. These rules shall govern the conduct of students, faculty and other staff, licensees, invitees, and all other persons, whether or not their presence is authorized, upon the premises or facilities of the District and also upon or with respect to any other premises or property, under the control of the District, used in its teaching, administrative, service, cultural, recreational, athletic and other programs and activities. In the event that any part of provision of these rules and regulations are invalid, all other remaining provisions shall remain in full force and effect.

## **A. Prohibited Conduct**

### **Personal injury or physical restraint; property damage**

1. No person, alone or with others, shall:
  - a. Willfully cause physical injury to any other person, nor threaten to do so for the purpose of compelling or inducing such other person to refrain from any act that he/she has a lawful right to do or to do any act that he/she has a lawful right not to do.
  - b. Physically restrain or detain any other person, nor remove such person from any place where he/she is authorized to remain.
  - c. Willfully damage or destroy property of the District nor remove or use such property without proper authorization.
  - d. Willfully take, damage, alter or destroy files, records, documents or other property of the District without appropriate authorization.

### **Disruption**

1. No person shall disrupt or prevent the peaceful and orderly conduct of classes, lectures and meetings, or deliberately interfere with the freedom of any person to express his/her views, including invited speakers.
2. No person shall obstruct the free movement of persons and vehicles in any place to which these rules apply.
3. No person shall enter upon and remain in any building or facility of the District for any purpose other than its authorized uses, or in such manner as to obstruct authorized use by others.
4. No person shall do anything to disrupt any sports event, social event, or meeting of any sort conducted by or sponsored by the West Islip Union Free School District, or do anything to prevent others at such events from their enjoyment thereof.
5. No person shall willfully incite others to commit any of the acts herein prohibited with specific intent to procure them to do so.

### **Trespassing**

1. No person shall enter any office of any administrative officer, teacher, or staff member without permission.
2. No person shall remain in any building or facility after it is normally closed without authorization.
3. No person shall refuse to leave any building or facility after being requested to do so by an authorized School District employee.
4. No person shall be on school property unless engaged in a district authorized activity.

### **Weapons**

No person shall bring upon any premises to which these rules apply any rifle, shotgun, pistol, revolver, or other firearm or weapon, unless written authorization for such be obtained in advance from a building principal or Superintendent.

### **Smoking, Drugs, and Alcoholic Beverages**

Smoking and use of tobacco products are prohibited in school buildings and on school grounds. No person shall knowingly have in his/her possession, upon any premises to which these rules apply, any alcoholic beverages and/or illegal or non-prescribed "controlled substance" ("controlled substance" as defined by Penal Law Section 220.00) or any synthetic cannabinoid.

## **B. Penalties**

1. Any student who violates any of the rules of conduct shall be subject to immediate and appropriate disciplinary action. Such disciplinary action may include one or more of the following: warning, reprimand, loss of privilege suspension or expulsion.
2. Any licensee or invitee who violates any of the rules of conduct shall have his or her authorization to remain on the school property withdrawn and shall be directed to leave the premises. Upon failure or refusal to do so, such person shall be ejected from the school property and subject to any other appropriate legal process.
3. Any trespasser or visitor without specific license or invitation who violates any of the rules of conduct shall be ejected from



the school property and subject to any other appropriate legal process.

4. Any instructional staff member who violates any of the rules of conduct shall be subject to the following disciplinary actions: warning, censure, compulsory restitution, probation, suspension without pay, or dismissal (in accordance with Education Law and applicable collective bargaining agreements).
5. Any non-instructional staff member who violates any of the rules of conduct shall be subject to the following disciplinary actions: warning, censure, compulsory restitution, probation, suspension without pay, or dismissal (in accordance with Section 75 of the Civil Service law and applicable collective bargaining agreements).

### **C. Guidelines**

1. It is not intended by any provision herein to curtail the rights of parents, students, faculty or staff to be heard upon any matter affecting them in their relations with the institution. In the case of any apparent violation of these rules, the Superintendent or designee may make reasonable effort to persuade those engaged to use permissible methods for the resolution of the issue. In doing so, such school official shall warn such persons of the consequences of persistence in the prohibited conduct, including limiting such person's access to written communication, and/or their removal from any premises of the District where their continued presence and conduct are in violation of these rules.
2. In any case where violation of these rules does not cease after such warning and in other cases of willful violation of these rules, the Superintendent or designee shall cause the removal of the violator from any premises which he or she occupies in such violation and shall initiate disciplinary action as previously provided.
3. The Superintendent or designee shall inform any violator that his or her license or invitation is withdrawn and shall direct him or her to leave the school property. Nothing in the paragraph shall be construed to preclude the authorization of the presence of any such person at any time prior to a violation nor to affect his or her liability to prosecution for trespassing or loitering as prescribed in the penal law.
4. The Superintendent shall be responsible for the enforcement of these rules and shall designate administrators and other personnel to take action in accordance with these rules. When such action has been so taken, either by the Superintendent or designee, the order or directive so made shall be immediately obeyed by the accused person or persons. Such accused person or persons, however, shall retain all rights thereafter of review or appeal afforded him or her by the Education Law, or by any law applicable thereto.
5. The Superintendent or designee may apply to the public authorities for any aid which he or she deems necessary in causing the removal of any violator of these rules and may request the West Islip Union Free School District Board of Education to apply to any court of appropriate jurisdiction for an injunction to restrain the violation or threatened violation of these rules or use any other legal process available to enforce these rules.

## **XII. DISSEMINATION AND REVIEW OF CODE OF CONDUCT**

### **A. Dissemination of Code of Conduct**

The Board will work to ensure that the community is aware of this Code of Conduct by:

- Overviewing the Code of Conduct with students at a general assembly held at the beginning of each school year.
- Notifying parents at the beginning of the school year how to access the Code of Conduct via the District website.
- Making copies of the code available for review by students, parents and other community members upon request.

The Superintendent may solicit the recommendations of the district staff, particularly teachers and administrators, regarding in-service programs pertaining to the management and discipline of students.

### **B. Review of Code of Conduct**

- The Board will review this Code of Conduct periodically, and update it as necessary.
- In conducting the review, the Board will consider how effective the code's provisions have been and whether the code has been applied fairly and consistently.
- The Board may appoint an advisory committee to assist in reviewing the code and the district's response to Code of Conduct violations. The committee will be made up of representatives of student, teacher, administrator, and parent organizations, school safety personnel and other school personnel.
- Before adopting any revisions to the code, the Board will hold at least one public hearing at which school personnel, parents, students and any other interested party may participate.
- The Code of Conduct and any amendments to it will be filed with the Commissioner of Education no later than 30 days after adoption.

# **Athletic Handbook Code of Conduct For Athletes, Parents, & Spectators**

## **Philosophy**

The student athlete represents the best of its school and its community and therefore is held to a high standard. Student athletes are our school's ambassadors to our community and to the schools with whom we compete. They are often leaders in school and role models to children not yet old enough to play sports.

It is the duty of all those concerned with high school athletics to emphasize the proper ideals of sportsmanship, ethical conduct and fair play under all circumstances. The values to be derived from playing fairly should be stressed and any actions which tend to destroy those values should be discouraged. Courtesy should be shown toward opponents, officials, coaches, athletes, supervisors, spectators, administrators, etc. Efforts must be made to achieve a thorough understanding and acceptance of the rules of the game and the standards of eligibility and to respect the integrity and the judgment of the sport officials. It is important for all to recognize that the purpose of athletics is to promote the physical, mental, moral, social, and emotional well-being of the individual players.

Participation in interscholastic athletics is a privilege, not a right. Students wishing to take advantage of the opportunities presented to them by the West Islip School District must show a commitment to the athletic program by regular attendance at classes, practices and contests, as well as conformity to the rules established by the district and/or coach. Failure to comply with the rules of the District Code of Conduct and Athletic Code of Conduct will result in appropriate disciplinary action and/or dismissal from the team. The Athletic Code of Conduct is in addition to the expectations as set forth in the District Code of Conduct.

## **Eligibility**

All student athletes must meet the behavioral requirements as established in the student hand book.

1. A contestant must be a bona fide student of the District and adhere to the NYSPHSAA rules and regulations.
2. All athletic candidates must have a completed sports physical prior to participation. For those students seeing their own physician, school forms must be used.
3. A student shall be eligible for interscholastic competition in grades 9, 10, 11, 12 until his/her nineteenth birthday. If the age of nineteen is reached on or after July 1, the student may continue to participate during that school year in all sports.
4. A student in grade 7 or 8 who is selected to participate at the varsity, junior varsity, or freshman level must pass the athletic placement process (formerly selection classification) before being able to compete.

## **Try Outs and Selection of Teams**

As many students are kept on our teams as possible. Size of team is determined by safety factors, such as how many athletes a coach can adequately supervise. Additionally, team numbers are determined by the number of athletes who can positively contribute in some way. Unfortunately, some teams have to make "selections" or "cuts." This is one of the most difficult decisions a coach must make. When athletes are evaluated during a tryout period, coaches are asked to use as many "objective factors" as possible (sport specific skills, timing events, etc.) Some subjective factors come into play, such as effort, attitude and an athlete's ability to contribute to team success and cohesiveness.

## **Club Teams**

It is recognized that athletes may have numerous commitments. Some of these may include participation on outside club teams. As a member of an interscholastic team, the primary commitment must be to the school team.

## **Academics**

In the academic area, a good student becomes a good athlete. As an athlete, one must plan his/her schedule to give sufficient time and energy to studies to ensure acceptable grades. In addition to maintaining good scholarship, an athlete should give respectable attention to classroom activities and show respect for other students and faculty members at all times. A healthy athlete should have a good attendance record, never cutting class or school. Athletes failing two or more subjects must comply with the district Academic Responsibility Procedures. These procedures are adopted with the hope that continued eligibility for participation will be a strong incentive for these youngsters to improve their academic performance.

Athletes should be leaders and fellow students should want to respect and follow them.

## **Attendance**

Attendance is the single most important indicator of an athlete's commitment to a team. Student athletes are expected to attend all classes and to make all practices and contests, including those scheduled on Saturdays and days when school is not in session. Parents must schedule vacations so as not to conflict with an athlete's commitment to a team.

1. Student athletes will provide coaches with *prior* notification of projected absences when possible. Excused absences are absences, tardiness, and early departures which include but are not limited to: medical appointment (requires a doctor's note), quarantine

(documented), illness (four or more consecutive absences due to illness require a doctor's note), death in family, religious observances, and college visitation to a maximum of three (3) days. Signed documentation and proof of visitation must be provided. Excused absences require written documentation within three days of the student's return to school.

2. If student athletes do not participate in their regularly scheduled physical education classes, they cannot participate in any practice or contest that day.
3. If student athletes are absent from school, they will be ineligible to practice or compete in any contest that day. Extenuating circumstances (death in family, religious observance) will be given special consideration by the building Principal. A student who is absent for any medical reason (doctor's appointment or illness) may not participate in practice or competition on that day.
4. In addition to any disciplinary action which might be taken for school infractions, such as detention, ISS, OSS, etc., the student athlete may not participate in practice and/or sport contest for the time of the ISS, OSS, etc. and will be prohibited from participating in all extracurricular activities for an appropriate period of time determined by district administration.

### **Travel**

1. Student athletes are required to travel to and from contests on the team bus under the supervision of a coaching staff member.
2. Proper conduct is expected at all times while riding on school transportation.
3. If a parent wishes to take a student home from an athletic contest, permission must be granted in advance and a written request signed by the parent must be given to the coach. The coach will then forward the request to the AD or Principal for approval or denial. These situations should be rare and limited to emergency-type situations.

### **ALCOHOL, TOBACCO AND OTHER DRUGS**

The avoidance of alcohol, tobacco and other drugs is a realistic goal that all student athletes must strive to uphold and which parents, teachers, and administrators and the community-at-large should endorse and support. A student athlete's inappropriate behavior, whether in or out of school as it pertains to the use of alcohol, tobacco, and other drugs will not be tolerated. Students who are found to possess drugs or alcohol, use, or be under the influence of drugs or alcohol in school or at school activities, will be suspended from school according to the school code of conduct and will be prohibited from participating in all extracurricular activities for an appropriate period of time determined by district administration.

In addition, the athletic department prohibits the use of alcohol, drugs and tobacco by all athletes. Disciplinary action will be taken if students are found by administrators or school personnel to be using these substances on or off school grounds.

While the role of the school does not extend to the regulation of private activities of the athlete's families, parents are encouraged to serve as positive role models for their children. Parents and the school must not condone a student athlete's use of alcohol, tobacco and other drugs.

### **Sexual Harassment**

Sexual harassment will not be tolerated. Sexual harassment consists of unwelcome verbal, electronic or physical interaction between two or more people. Sexual harassment can happen between people of the same gender or people of different genders. Any athlete, male or female, proven to sexually harass any other student will be subject to suspension or removal from the team, a program or the school.

### **HAZING- INITIATION CEREMONY**

West Islip coaches will not permit their athletes to stage any type of "initiation" or "hazing" at any time. The District respects that there are individual differences in how each teammate may react to a designated task, activity, or request, and whereas one teammate may find a team activity entertaining, another teammate may find the same activity humiliating.

At no time should a teammate be subjected to a behavior, task, or activity that is physically, psychologically, or emotionally abusive. At no time may an athlete gossip about, disparage, belittle, ridicule, or bully any other person for any reason whatsoever. Causing social or emotional distress to another individual will jeopardize the athlete's continued participation on the team. Unauthorized, inappropriate use of photo or video of West Islip athletes or teams is prohibited and will result in discipline, suspension or removal from the team. It is the right of each teammate to communicate his or her feelings at any point where he or she feels personally devalued or dehumanized. Team members are expected and required to notify a coach or other school official if any such behavior is rumored or observed. The goal of the team is that each member of the team be treated with dignity and respect. Any team member who initiates a hazing incident will be disciplined. The extent of the consequences for the hazing behavior will be determined by the severity of the incident as determined by the coach, administration and district code of conduct. The consequences for the initiation of and/or participation in hazing behaviors will subject the individual(s) to appropriate disciplinary action which may include loss of participation, suspension, exclusion, expulsion in all extracurricular activities, and/or referral to law enforcement authorities.

### **Uniforms**

Only school-issued uniforms may be worn during athletic contests. Athletes cannot compete if they fail to dress appropriately.



### **Awards/Letters**

1. Awards and/or letters will be issued only to those student athletes who complete their season (including post-season playoffs) in good standing. Student athletes who are dropped from the team and those who resign before the last contest are not eligible for awards.
2. Student athletes who fail to return their practice/ game uniforms and/or any piece of equipment are ineligible for awards and cannot participate in any other sport until the uniform obligation is met.

### **Behaviors**

Foul language and insulting remarks are not permissible. Athletes are expected to obey a coach's directions. Disobedience, unwarranted comments and other subversive behavior are unacceptable since it may interfere with the coach's ability to conduct a practice/contest and may distract from the time a coach should be devoting to the team. Athletes are expected to communicate with coaches before or after practice to avoid detracting from team practices/contests and team goals. Athletes are expected to follow the rules and protocol of their sport and not intentionally violate the rules of the sport that they are playing during practice or competitions. In addition, inappropriate comments and/or behaviors via social media are unacceptable and stain the reputation of the student, the team, the athletic program, the District and the West Islip community. The coach, building administrator and/or athletic director will impose all penalties for violations and/or inappropriate social media comments and/or behaviors. Penalties will be consistent throughout the athletic program and depend upon the severity of the violation and behavioral history of the violator pursuant to the District Code of Conduct.

### **Sportsmanship Expectations - West Islip Athletes, Spectators, etc.**

It is important for all athletes to remember that participation is a privilege that is not to be abused by unsportsmanlike conduct. The West Islip athlete is to demonstrate self-control and respect for teammates, opponents, other athletes, coaches, officials and spectators at all times. West Islip athletes and spectators are expected to follow the sportsmanship code:

1. Follow the proper ideals of sportsmanship, ethical conduct and fair play.
2. Make no remarks or gestures at any time toward any other person which would be considered belittling, disparaging, bullying or in any way judgmental or critical of that person.
3. Stress values derived from playing the game fairly.
4. Show cordiality and courtesy to visiting teams, coaches, supervisors and officials.
5. Establish positive relations with visiting teams, coaches, supervisors and hosts.
6. Respect the integrity and judgment of game officials.
7. Follow the Section XI, NYSPHSAA and the school rules of eligibility.
8. Encourage leadership, initiative and good judgment in teammates.
9. Recognize the purpose of educationally based athletics is to promote physical, moral, social and emotional well-being.
10. **BE LOUD, BE PROUD, BE POSITIVE!**

### **Spectator Behavior**

Spectators are expected to:

1. Conform to accepted standards of good sportsmanship and behavior.
2. Respect officials, coaches, and players and refrain from disrespectful remarks.
3. Obey the regulations of the site authorities, whether home or away.

Failure to abide by the above items and/or behavior deemed inappropriate by district administration may result in suspension or revocation of participation or spectator privileges.

### **Parent/Coach Relationship**

Both parenting and coaching are extremely difficult vocations. By establishing an understanding of each role, we are better able to accept the actions of the other and provide greater benefits to athletes. Parents of student-athletes have the right to understand what expectations are placed on the child. This begins with clear communication from the coach and the child's program.

### **Communication to expect from a coach**

1. Philosophy of the coach
2. Expectations the coach has for all players on the squad
3. Locations and times of practices
4. Team requirements, team rules, special equipment, off-season recommendations for improvement of skills

### **Communication coaches expect from parents**

1. Concerns expressed directly to the coach; in private, away from team members and other parents
2. Notification of any schedule conflicts well in advance
3. Specific concern in regard to a coach's philosophy

### **Appropriate concerns to discuss with coaches**

1. The treatment of your child - mentally and physically
2. Ways to help your child improve
3. Concerns about your child's behavior

It is very difficult to accept your child not playing as much as you hoped. Coaches are professionals, and as such make judgments based on what they believe to be the best for all student-athletes involved. Certain topics can and should be discussed with your child's coach. Other topics, such as those described below, must be left to the discretion of the coach.

**Issues not appropriate to discuss with coaches**

1. Playing time
2. Team strategy
3. Play calling
4. Other student-Athletes

Coaches are making decisions that are in the best interest of all members of the team or program. Please be supportive of their decisions.

**Positive Parenting**

1. Be a positive role model.
2. Be a "team" fan not a "my kid" fan.
3. Show respect for the opposing players, coaches, spectators, and support groups.
4. Be respectful of all officials' decisions.
5. Gain an understanding and appreciation for the rules of the sport.
6. Avoid instructing one's child/teammates during a game, because it conflicts with the coach's plans and strategies.
7. Help your child learn that success is experience in the development of his/her skills, and that he/she can feel positive about their skill development during the season, regardless of the team's record.
8. Take time to talk with coaches in an appropriate manner, including proper time and place, if there is a concern. Respect the coach by following the designated chain of command.
9. Support the alcohol, tobacco, and other drug-free policies of the school by refraining from the use of any such substances before and during athletic contests. Support your child and hold him/her accountable for his/her commitment to non-use of substances.
10. Avoid tailgating that involves the use of alcohol at any athletic contest, including those held at other high school and college facilities.

**Procedures for Discussing a Concern with a Coach**

1. Contact the coach to set up a meeting to discuss your concerns.
2. Do not attempt to confront a coach before or after a practice or contest. These can be emotional times and may not benefit either party to attempt to resolve concerns at these times.
3. If the meeting with the coach did not provide a satisfactory resolution, contact the Athletic Office to set up an appointment with the Director of Athletics.

# **WEST ISLIP PUBLIC SCHOOLS** **HARASSMENT AND/OR BULLYING COMPLAINT FORM**

The purpose of this form is to document an incident or series of incidents of alleged bullying and/or harassment so the appropriate actions may be taken.

*Parents:* If you or your child feels that they are unsafe, speak directly with the building Principal immediately, and then fill out this form and return to the Principal of the school your child attends.

*Staff:* If you become aware of a bullying incident, you are required to report it within 24 hours, and to submit this form within 48 hours of the time in which you became aware.

Student Name: _____	Student ID: _____
Building: _____	Grade: _____
Date of Incident: _____	Time of Incident: _____
Location of Incident: <i>(check which applies)</i>	
<ul style="list-style-type: none"> <li>• <i>Bus</i> _____</li> <li>• <i>Parking Lot</i> _____</li> <li>• <i>Off School Grounds</i> _____</li> </ul>	<ul style="list-style-type: none"> <li>• <i>Cafeteria</i> _____</li> <li>• <i>Recess</i> _____</li> <li>• <i>Specify</i> _____</li> </ul>
	<ul style="list-style-type: none"> <li>• <i>Classroom</i> _____</li> <li>• <i>Locker Room/Gym</i> _____</li> <li>• <i>Other</i> _____</li> </ul>
	<ul style="list-style-type: none"> <li>• <i>Hallway</i> _____</li> <li>• <i>Cyber</i> _____</li> <li>• <i>Specify</i> _____</li> </ul>

Briefly describe incident: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List the name(s) of the individuals accused of bullying and/or harassment:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List the name(s) of other possible victims:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List the name(s) of any witnesses or bystanders:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I certify that all statements on this form are accurate and true to the best of my knowledge.

S

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

To be completed by administrator/designee:

<u>Action taken</u>	<u>Date</u>	<u>Comments</u>
Meet with student alleged bullied/harassed		
Interview alleged perpetrators		
Interview witness(es)		
Contact parents		
Interview school personnel		
Other (specify)		

	<u>Date</u>	<u>Comments</u>
Determination		
Disciplinary action (specify)		

_____ <i>Principal/Designee</i>	_____ <i>Signature</i>
_____ <i>Date</i>	

**WEST ISLIP UFSD**  
**2024-2025 Budget Transfers - General Fund**  
**School Board Meeting - July 2, 2025**

**AGENDA ITEM IX. A)**  
**BUDGET TRANSFERS**  
**RM 7/2/2025**

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4528	06/04/2025	<i>To transfer funds to complete boiler service and repairs at HS</i>			
		A 1620.410-999-4999	FUEL OIL & HEATING GAS	34,265.74	
		A 1621.433-999-4999	MAINTENANCE PROJECTS		34,265.74
4529	06/04/2025	<i>To transfer for paper order for DO</i>			
		A 9010.860-999-4499	HEALTH INSURANCE	269.30	
		A 1310.518-109-4499	SUPPLIES, GENERAL		269.30
4530	06/09/2025	<i>Transfer for two last supervisions needed</i>			
		A 2110.526-359-4812	ART SUPPLIES - HS	114.97	
		A 2110.527-359-4821	MUSIC SUPPLIES - HS	59.11	
		A 2110.148-999-4421	ADD'L SALARY FOR TEACHERS - MUSIC		59.11
		A 2110.148-999-4421	ADD'L SALARY FOR TEACHERS - MUSIC		114.97
4531	06/09/2025	<i>Transfer for repair for Klink Music Services</i>			
		A 2110.527-359-4821	MUSIC SUPPLIES - HS	8.80	
		A 2110.425-999-4821	SERVICE CONTRACTS - MUSIC		8.80
4532	06/09/2025	<i>Transfer for mileage reimbursement for Senior Office Assistants, in IT Department</i>			
		A 1680.166-999-4499	COMPUTER TECHNICIAN - ADD'L HRS.	75.00	
		A 2110.430-999-4499	TRAVEL EXPENSES - DISTRICTWIDE		75.00
4533	06/10/2025	<i>Transfer for Noresco Service Agreement fees</i>			
		A 1620.427-999-4999	BLDG AND EQUIPMENT REPAIR	7,267.00	
		A 1620.423-999-4999	PROF & TECHNICAL SERVICES		7,267.00
4534	06/12/2025	<i>Transfer for calculator for payroll</i>			
		A 1310.423-109-4499	PROF & TECHNICAL SERVICES	60.00	
		A 1310.518-109-4499	SUPPLIES, GENERAL		60.00
4535	06/17/2025	<i>Transfer to pay invoices for medical consultation</i>			
		A 2070.420-999-4199	STAFF DEVELOPMENT	3,854.00	
		A 1430.423-999-4199	PROF & TECHNICAL SERVICES - PERSONNEL		3,854.00
4536	06/17/2025	<i>To transfer for awards and plaques for Varsity Awards ceremony</i>			
		A 2110.425-999-4623	SERVICE CONTRACTS - PE	600.00	
		A 2815.518-159-4699	SUPPLIES - NURSES - OQUENOCK	512.00	
		A 2855.417-999-4675	MEMBERSHIP DUES	277.00	
		A 2855.518-109-4675	SUPPLIES - DO		1,389.00
4537	06/17/2025	<i>Transfer for Tires from Barnwell</i>			
		A 5540.406-999-4675	TRANSPORTATION FOR EDUCATIONAL TRIPS - ATHLETICS	1,700.00	
		A 5510.528-999-5099	TIRES AND CHAINS		1,700.00
4538	06/20/2025	<i>Transfer for purchase of textbooks &amp; supplies for Driver Ed</i>			
		A 2310.419-999-5156	CONTRACTED SERVICES-DRIVER ED	2,995.00	
		A 2310.518-999-5156	SUPPLIES - DRIVER EDUCATION		2,995.00
4539	06/23/2025	<i>To transfer for Business Field Trip</i>			
		A 2110.486-359-5413	TEXTBOOKS -WORKBOOKS - BUS ED - HS	976.83	
		A 5540.406-999-5413	TRANSPORTATION FOR EDUCATIONAL TRIPS - BUSINESS ED		976.83
<b>DEBIT/CREDIT TOTALS</b>				<b>\$ 53,034.75</b>	<b>\$ 53,034.75</b>
<b>NET AMOUNT</b>					

Approved: Paul Romanelli  
 Dr. Paul Romanelli, Superintendent of Schools

Date: 6/25/25

**TAX ANTICIPATION NOTE RESOLUTION OF WEST ISLIP UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW YORK, ADOPTED JULY 2, 2025, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$20,000,000 TAX ANTICIPATION NOTES IN ANTICIPATION OF THE RECEIPT OF TAXES LEVIED OR TO BE LEVIED FOR THE FISCAL YEAR ENDING JUNE 30, 2026**

RESOLVED BY THE BOARD OF EDUCATION OF WEST ISLIP UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW YORK, AS FOLLOWS:

Section 1. Tax Anticipation Notes (herein called "Notes") of West Islip Union Free School District, in the County of Suffolk, New York (herein called "District"), in the principal amount of not to exceed \$20,000,000 , and any notes in renewal thereof, are hereby authorized to be issued pursuant to the provisions of Sections 24.00 and 39.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law").

Section 2. The following additional matters are hereby determined and declared:

(a) The Notes shall be issued in anticipation of the collection of real estate taxes levied or to be levied for school purposes for the fiscal year commencing July 1, 2025 and ending June 30, 2026, and the proceeds of the Notes shall be used only for the purposes for which said taxes are levied.

(b) The Notes shall mature within the period of one year from the date of their issuance.

(c) The Notes are not issued in renewal of other notes.

(d) The total amount of such taxes remains uncollected at the date of adoption of this resolution.

Section 3. The Notes hereby authorized shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the District, and the faith and credit of the District are hereby pledged to the punctual payment of the principal of and interest on the Notes and unless the Notes are otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget of the District and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 4. Subject to the provisions of this resolution and the Law, and pursuant to Sections 50.00, 56.00, 60.00 and 61.00 of the Law, the power to sell and issue the Notes authorized pursuant hereto, or any renewals thereof, and to determine the terms, form and contents, including the manner of execution, of such Notes, and to execute tax certifications relative thereto, is hereby delegated to the President of the Board of Education, the chief fiscal officer of the District.

Section 5. The Notes shall be executed in the name of the District by the manual signature of one of the following: the President of the Board of Education, the Vice President of the Board of Education, the District Treasurer, the District Clerk, or such other officer of the District as shall be designated by the chief fiscal officer of the District, and shall have the corporate seal of the District impressed or imprinted thereon which corporate seal may be attested by the manual signature of the District Clerk.

Section 6. This resolution shall take effect immediately.

\*\*\*

The adoption of the foregoing resolution was seconded by Board Member \_\_\_\_\_ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

\*\*\*

This Agreement is entered into this **1st** day of **July, 2025**, 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 **Access 7 Services, Inc.**, (hereinafter the “CONSULTANT”), having a principal mailing address of 6080 Jericho Turnpike, Suite 200, Commack, NY 11725.

A. TERM

1. The term of this Agreement shall be from **July 1, 2025** through **June 30, 2026**, 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 district-wide, as follows:

#### **SEE ATTACHED 2025-2026 SERVICES AND RATES**

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 **2025-2026 attached Rate Sheet**.

### E. INSURANCE

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

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

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

#### F. TERMINATION

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

#### G. SUCCESSORS AND ASSIGNS

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

#### H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

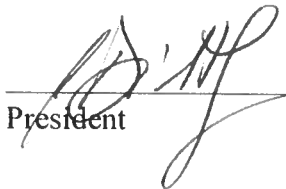
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

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

Access 7 Services, Inc.

West Islip Union Free School District

BY:

  
\_\_\_\_\_  
President

BY: \_\_\_\_\_

**Supplemental Agreement between the**  
**West Islip Union Free School District**  
**and**  
**Access 7 Services, Inc.**

Supplemental Agreement dated this 1st day of July, 2025 between the West Islip Union Free School District (the “District”), located at 100 Sherman Avenue, West Islip, New York and Access 7 Services, Inc.,(the “Contractor”) located at 6080 Jericho Turnpike, Suite 200, 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 Access 7 Services, 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:

Dr. Patrick Kiley-Rendon, Exec. Director for Tech. & Innovation

West Islip UFSD

One Lions Path

West Islip, New York, 11795

631-930-1570

[p.kileyrendon@wi.k12.ny.us](mailto:p.kileyrendon@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.

**Access 7 Services, Inc.**

**West Islip Union Free School District**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July, 2025**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Da Vinci Education & Research, LLC** (hereinafter the "CONSULTANT"), having a principal mailing address of 550 North Country Road, Suite B, Saint James, New York 11780.

### A. TERM

1. The term of this Agreement shall be from **July 1, 2025** through **June 30, 2026**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. CONDITIONS

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

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

### C. SERVICES AND RESPONSIBILITIES

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

#### **District-wide services as per attached rate sheet 2025-2026**

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 **2025-2026 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

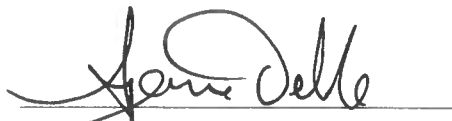
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

Da Vinci Education & Research, LLC


West Islip Union Free School District

BY:

  
Kerry Leo, Director

BY: \_\_\_\_\_

President, Board of Education

  
Suzanne DeRe  
Director of Business



Da Vinci Education & Research  
2025-2026

**Student Services**

Specialized Instruction on-site at Da Vinci	\$119/hr
Specialized Instruction (in district/virtual,1:1)	\$134/session
Specialized Instruction (in district/virtual,group)	\$134 for 1st student/session \$77 for each additional student/session
Student/Teacher Consultation (in district/virtual)	\$218/up to one hr
Student/Teacher Consultation w/Specialized Instruction	\$218/up to one hr
CSE Participation/Team Meetings	\$218/up to one hr
Resource Room Services (in district/virtual)	
-Individual session	\$52/per 30 min session
-Group session (2-5)	\$36/per child/per 30 min session

**Student Assessment/Evaluation**

Independent Educational Evaluation	\$2,340
-Complete academic evaluation using standardized measures including assessment of all components of reading, writing and math. Comprehensive report findings and suggested recommendations. (CSE Participation not included)	
Functional Academic Assessment and Comprehensive Consult	\$1,872
-Includes records review, initial student screening onsite, student classroom observation, summary report of findings and recommendation, post assessment observation and screening onsite.	
-Psychological/Educational Evaluations and Psychological Evaluations	\$857
-Education Evaluation by Special Educator	\$312

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

**Bilingual Assessment Services**

Bilingual Psychological Evaluation	\$988
Bilingual Educational Evaluation	\$884
Bilingual Social History	\$364
Report Summary Translated into Spanish	\$312
Translation and Editing of reports	\$104/page

**Supplemental Agreement between the**

**West Islip Union Free School District**

**and**

**DaVinci Education and Research, LLC**

Supplemental Agreement dated this 1st day of July, 2024 between the West Islip Union Free School District (the “District”), located at 100 Sherman Avenue, West Islip, New York and DaVinci Education and Research, LLC (the “Contractor”) located at 550 North Country Road, Suite B, Saint James, NY 11780.

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

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

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

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:



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

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

Dr. Patrick Kiley-Rendon  
West Islip UFSD  
One Lions Path  
West Islip, New York, 11795  
631-930-1570  
[p.kileyrendon@wi.k12.ny.us](mailto:p.kileyrendon@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.]*

DaVinci utilizes Google workspace and ClickUp. Google is subject to audits by 3<sup>rd</sup> party auditors to conform to industry standards for data security, transparency and accountability. We have signed a Business Associate Agreement with Google for HIPAA compliance. ClickUp is hosted on Amazon web services. It is HIPAA and SOC2 compliant and encrypted not allowing 3<sup>rd</sup> party viewing.

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.

**DaVinci Education and Research, LLC**

**West Islip Union Free School District**

By: 

By: \_\_\_\_\_

Print Name: Suzanne DeRe

Print Name: \_\_\_\_\_

Title: Director of Business

Title: \_\_\_\_\_

Date: 6/11/25

Date: \_\_\_\_\_

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July, 2025**, 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 **New York Therapy Placement Services, Inc.** (hereinafter the “CONSULTANT”), having a principal mailing address 299 Hallock Avenue, Port Jefferson Station, NY 11776.

### A. TERM

1. The term of this Agreement shall be from **July 1, 2025** through **June 30, 2026**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. CONDITIONS

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

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

### C. SERVICES AND RESPONSIBILITIES

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

**SEE ATTACHED 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 2025-2026 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.

New York Therapy Placement Services, Inc.

West Islip Union Free School District

BY:

John F. Johnson  
Chief Operating Officer

BY:

\_\_\_\_\_  
President, Board of Education



**Supplemental Agreement between the**  
**WEST ISLIP UNION FREE SCHOOL DISTRICT**  
**and**

**NEW YORK THERAPY PLACEMENT SERVICES, INC.**

Supplemental Agreement dated this **1st day of July, 2025** between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, and **New York Therapy Placement Services, Inc.**, (the "Contractor") located at 299 Hallock Avenue, Port Jefferson Station, NY 11776.

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

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

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

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

a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c), and in reference to the party to this Agreement shall mean the WEST ISLIP UNION FREE SCHOOL DISTRICT.

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

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

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

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

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

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

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

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

j. “Personally Identifiable Information” shall have the following meanings:

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

Dr. Patrick Kiley-Rendon, Exec. Director for Tech. & Innovation  
West Islip UFSD  
One Lions Path  
West Islip, New York, 11795  
631-930-1570  
[p.kileyrendon@wi.k12.ny.us](mailto:p.kileyrendon@wi.k12.ny.us)

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

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

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

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

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

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

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

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

---

**See Attached NYTPS Data  
Privacy and Security Plan**

---

---

---

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

**New York Therapy Placement Services,  
Inc.**

**WEST ISLIP UFSD**

By: John F. Johnson

By: \_\_\_\_\_

Print Name: John F. Johnson

Print Name: \_\_\_\_\_

Title: Chief Financial Officer

Title: President, Board of Education

Date: 6/10/25

Date: \_\_\_\_\_

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2025**, 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, 2025** through **June 30, 2026**, 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 2025-2026 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 **2025-2026 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

WEST ISLIP UNION FREE SCHOOL DISTRICT

**CONSULTANT SERVICES CONTRACT ADDENDUM**

For the purposes of **CONSULTANT SERVICES CONTRACT** made this first day of July 2025 by and between the Board of Education, West Islip Union Free School District (hereinafter referred to as the "SCHOOL DISTRICT") and PPT Therapies of Westerns Suffolk, PT, OT, SLP, LLP (hereinafter referred to as the "SERVICE PROVIDER"),

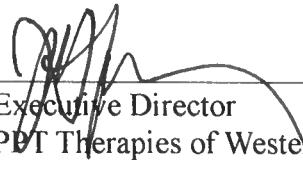
WHERE EVER the term "EMPLOYEE" appears in the CONSULTANT SERVICES CONTRACT this will include all EMPLOYEES as well as INDEPENDENT CONTRACTORS and THERAPISTS of SERVICE PROVIDER.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
President, Board of Education  
West Islip UFSD

Date: 6/24/25

By:  \_\_\_\_\_  
Executive Director  
PPT Therapies of Western Suffolk, LLP



# PPT Therapies

Formerly Pediatric Physical Therapy Associates

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

Email: [ppttherapies@gmail.com](mailto:ppttherapies@gmail.com)

Physical Therapy  
Occupational Therapy  
Speech/Language Therapy

[www.ppttherapies.com](http://www.ppttherapies.com)  
email: [ppttherapies@optonline.net](mailto:ppttherapies@optonline.net)

## 2025 – 2026 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	\$ 90.00 per 30 minute session \$180.00 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	\$200.00 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](mailto:ppttherapies@gmail.com)

T: 631-499-4344

F: 631-499-4383

**Supplemental Agreement between the**

**West Islip Union Free School District**

**and**

**PPT Therapies of Western Suffolk, PT, OT, SLP, LLP**

Supplemental Agreement dated this 1st day of July, 2025 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

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

Dr. Patrick Kiley-Rendon, Exec. Director for Tech. & Innovation

West Islip UFSD

One Lions Path

West Islip, New York, 11795

631-930-1570

[p.kileyrendon@wi.k12.ny.us](mailto:p.kileyrendon@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.]*

Please see the Student, Principal and Teacher Data Storage and  
Protection document 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: John Hofmayer

Print Name: \_\_\_\_\_

Title: Partner

Title: \_\_\_\_\_

Date: 6/13/28

Date: \_\_\_\_\_



## **PPT Therapies of Western Suffolk, PT, OT, SLP, LLP**

77 Veterans Highway, Suite 5, Commack NY 11725-3410  
Tel: 631-499-4344 Fax: 631-499-4383  
Email: PPTTherapies@gmail.com  
www.PPTTherapies.com

Physical Therapy  
Occupational Therapy  
Speech Therapy

### **STUDENT, PRINCIPAL AND/OR TEACHER DATA STORAGE AND PROTECTION**

PPT utilizes the Frontline EIP System to write notes and upload necessary reports and forms at the District's request. Data stored by PPT will be mailed or faxed to the District at District's request. PPT shreds all paper PII.

PPT is committed to protecting the privacy & security of each & every student's data. A student's PPI will not be sold or released for any commercial purposes. Parents have a right to review & inspect their child's record. Safeguard such as encryption, firewalls and password protection are in place when data is stored or transferred. Parents have the right to file complaints about possible breaches of student data. Parents may submit a complaint regarding potential breach to PPT Therapies Data Security Officer, 77 Veterans Hwy. Suite 5, Commack, NY 11725. In the event of a data breach PPT will notify the District immediately.

Data is backed up every 30 days to an external drive. This drive is kept in the back office in a locked filed cabinet. The office manager has access to the file cabinet key. All employees and subcontractors must immediately report any loss or theft of information to the appropriate partner or the office manager. Because data privacy and breach laws can be very broad and strict, no loss should be ignored. Upon PPT's awareness of breaches involving said School District the District shall be notified immediately via telephone.

PPT will maintain reasonable and appropriate administrative, technical, and physical safeguards to prevent intentional or unintentional use or disclosure of PHI in violation of the Privacy Rule and to limit its incidental use and disclosure pursuant to otherwise permitted or required use or disclosure. For example, such safeguards include shredding documents containing protected health information before discarding them, securing medical records with lock and key or pass code, and limiting access to keys or pass codes.

PPT utilizes 2-step authentication for email login. Passwords are required to access workstations; Confidential information may not be transmitted by unsecured e-mail; Confidential information may be transmitted by secure e-mail with parent/guardian permission; Access is limited to those with a work-related need to know; Confidential information transmission between PPT and its employees, independent contractors, staff and employees must use secure networks (<https://www.ppttherapies.com>) or encrypted portable media.

The two primary safeguards for Data are passwords and encryption. Passwords are implemented to protect Data are the strongest they can reasonably be and are updated every 30 days. Passwords are random, complex and long (at least 10 characters), are changed regularly and are closely guarded by those who know them. Employee training on the basics of secure passwords and their importance is completed annually. PPT uses a two-factor authentication, combining a PIN and password. PPT employs Bitdefender Managed Detection and Response providing 24x7 access to an elite team of cybersecurity experts and backed by industry-leading, trusted Bitdefender security technologies like GravityZone® eXtended Detection & Response (XDR). Bitdefender MDR combines endpoint, network, cloud, identity, and productivity application telemetry into actionable security analytics, augmented by the threat-hunting expertise of a fully staffed security operations center (SOC) with security analysts from global intelligence agencies. Proactive Protection: 24x7 security operations – including human threat hunting, environmental baselining, and threat intelligence and analytics. Automated Response: Stop attacks through pre-approved actions executed by SOC analysts.

PPT provides annual Confidentiality Training including Patient Confidentiality & Safeguarding Confidential Information. Employees are required to complete the training and submit a signed Confidentiality and Security Agreement. Federal law, good practice and ethical obligations require that any confidential information collected by PPT is treated with the utmost concern for the privacy of those who provide it. This course focuses on the confidentiality laws that apply to PPT's patient files and the steps PPT takes to adhere to them.

All PPT independent Contractors MUST complete the Business Associate Contract. When a covered entity uses a contractor or other non-workforce member to perform "business associate" services or activities, the Rule requires that the covered entity include certain protections for the information in a business associate agreement. The business associate contract includes written safeguards on the individually identifiable health information used or disclosed by its business associates. PPT will not contractually authorize its business associate to make any use or disclosure of protected health information that would violate the HIPAA Rule.

## DATA PRIVACY AND SECURITY PRACTICES (PDRR PROCESS UTILIZING BITDEFENDER)

**Bitdefender** provides cybersecurity solutions with leading security efficacy

### PROTECTIVE TECHNOLOGY

**Prevent:** Bitdefender's MDR service hardens the system and prevents attacks across endpoints, network and cloud environments to quickly investigate and respond to threats.

### ANOMOLIES & EVENTS

### SECURITY CONTINUOUS MONITORING

### DETECTION PROCESSES

**Detect:** Continuous collection of host and network telemetry information, combined with security analytics and automation enables proactive and responsive hunting, anomaly detection, and investigations.

### RESPONSE PLANNING

**Respond:** Custom response actions tailored to ensure effective incident response actions while minimizing the risk of business interruption risk. Automated remediation actions also reduce attacker dwell time with pre-approved actions.

### ANALYSIS

**Report:** Monthly reports provide an overview, while postmortem reports provide information to measure business impact. Real-time dashboards give analytics and insights into the security posture.

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2025**, 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 Reach for the Stars Tutoring, Inc. (hereinafter the "CONSULTANT"), having a principal mailing address of 12 Winside Lane, Coram, NY 11727.

### A. TERM

1. The term of this Agreement shall be from **July 1, 2025** through **June 30, 2026**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. CONDITIONS

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

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

### C. SERVICES AND RESPONSIBILITIES

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

#### **SEE ATTACHED SERVICES AND 2025-2026 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 2025-2026 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

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

#### F. TERMINATION

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

#### G. SUCCESSORS AND ASSIGNS

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

#### H. WAIVER OF RIGHTS

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

#### I. SEVERABILITY

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



J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

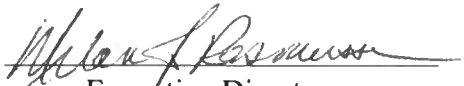
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

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

Reach for the Stars Tutoring, Inc.

West Islip Union Free School District

BY:

  
Executive Director

BY:

\_\_\_\_\_  
President, Board of Education



# Reach for the Stars Tutoring, Inc.

"Helping People Achieve Their Goals and Realize Their Dreams"

## Rate Sheet for West Islip Public Schools for the 2025-26 School Year

**Provider:** Reach for the Stars Tutoring, Inc.

website [www.reachforthestartutoring.com](http://www.reachforthestartutoring.com), address 12 Winside Lane, Coram, NY 11727

**Contact Name & Title:** Melanie Rasmussen, President

cell 631.804.3623, fax 631.828.6412, email [Melanie@reachforthestartutoring.com](mailto:Melanie@reachforthestartutoring.com)

**Contact Name & Title:** Jennifer Markowitz, Operations Manager

cell 667.415.0509, email [jmarkowitz@rftstutor.com](mailto:jmarkowitz@rftstutor.com)

Type of Related Service	Teachers	Proposed Hourly Rate
Home Tutoring – General Education	NYS teachers certified at the elementary and secondary levels	\$76 virtual / \$98 in-person
Home Tutoring - Special Education	NYS certified Special Education Teachers	\$76 virtual / \$98 in-person
Parent Training	NYS certified Special Education Teachers	\$76 virtual / \$98 in-person
Resource Room (one-on-one)	NYS certified Special Education Teachers	\$76 virtual / \$98 in-person
CSE Meetings	NYS certified Special Education Teachers	\$76 virtual / \$98 in-person
No Show or Last Minute Cancellation on Part of Parent/Student/District (less than 24 hours' notice)	NYS certified teachers	Flat rate \$76 for missed virtual session / \$98 for missed in-person session
Home Tutor Generating Their Own Work, Lessons, Assessments, etc.	NYS certified teachers	30 minutes prep time for each hour of home instruction provided per week at \$76 per hour
Picking up work, exams, materials from District	NYS certified teachers	\$49 to pick up
Returning/ dropping off work, exams, materials, from District	NYS certified teachers	\$49 to drop off
Proctoring/ Testing	NYS certified teachers	\$76 virtual / \$98 in-person

**Supplemental Agreement between the**

**West Islip Union Free School District**

**and**

**Reach for the Stars Tutoring, Inc.**

Supplemental Agreement dated this 1st day of July, 2025 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Reach for the Stars Tutoring, Inc., having a principal mailing address of 12 Winside Lane, Coram, NY 11727.

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 New York Reach for the Stars Tutoring, 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:

Dr. Patrick Kiley-Rendon, Exec. Director for Tech. & Innovation  
West Islip UFSD  
One Lions Path  
West Islip, New York, 11795  
631-930-1570  
[p.kileyrendon@wi.k12.ny.us](mailto:p.kileyrendon@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, 2025. 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.]*

*Please see Provider's Data Privacy and Security Plan 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.

**Reach for the Stars Tutoring, Inc.**

**West Islip Union Free School District**

By: Melanie J. Rasmussen

By: \_\_\_\_\_

Print Name: Melanie J. Rasmussen

Print Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: 6/13/25

Date: \_\_\_\_\_



## PROVIDER'S DATA PRIVACY AND SECURITY PLAN

Provider must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state. While this plan is not required to be posted to the School District's website, Provider should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract.	All student, parent, and district data are stored exclusively on Reach for the Stars Tutoring, Inc.'s computers and a company-owned and controlled Google Workspace. Password complexity and 2FA policies are implemented and enforced for all users. Only data required to provide services is retained, and data retention and purging policies are in keeping with district requirements. File permissions within Google Workspace are used to ensure PII available to employees is provided on a need-to-know basis in order to effectively provide home teaching services. All data is encrypted on Google servers and encrypted in transit. E-Mails sent through Microsoft365 (also having password complexity requirements and 2FA implementation) are encrypted when sent containing PII. Teachers are instructed in data and security requirements.
2	Specify the administrative, operational, and technical safeguards and practices that you have in place to protect PII.	Password complexity and 2FA policies are implemented and enforced for all users. No information will be available on public internet sites or publicly accessible databases. Internal access to Protected Data shall be limited to those individuals who are determined to have legitimate educational interests and are revoked in a timely manner once those interests have been satisfied. Protected Data shall not be used for any purpose except to properly provide home teaching services. Employees are made aware that misuse and mishandling of PII are grounds for immediate termination and/or legal action if appropriate.
3	Address the training received by your employees and any subcontractors engaged in the provision of services under the Contract on the Federal and State laws that govern the confidentiality of PII.	Only Reach for The Stars Tutoring, Inc.'s employees have access to PII stored in systems; subcontractors are not used. Teachers are instructed in data protection and sign, acknowledging that they will abide by our data and security requirements. All data is maintained on Reach for the Stars Tutoring, Inc.'s computers and on our Google Workspace. Password complexity and 2FA policies are implemented and enforced for all users.

4	Outline contracting processes that ensure that your employees and any subcontractors are bound by written agreement to the requirements of the Contract, at a minimum.	Upon hiring, All employees sign our Employee Handbook and our Policies, acknowledging that they have read and agree to abide by our requirements. A copy of this document, which includes clauses regarding PII and our policies regarding (mis)handling of PII, is available on request.
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the School District.	In the event of a data breach or unauthorized disclosure of PII, Reach for the Stars Tutoring, Inc., will immediately report the incident to relevant district personnel. Our IT and data team will work with necessary outside parties (including, but not limited to, law enforcement, data forensics, data recovery specialists, depending on context) and provide discoveries and actionable information to district personnel to be sure the breach is addressed effectively to reduce risk exposure for both students and the district.
6	Describe how data will be transitioned to the School District when no longer needed by you to meet your contractual obligations, if applicable.	Upon expiration or termination of our contract, we will securely transfer data to the school district, or a successor provider at the school district's option and written discretion, in a format agreed to by the parties. Archival data retention or immediate destruction, at the district's discretion, will be adhered to.
7	Describe your secure destruction practices and how certification will be provided to the School District.	Data is deleted using Google's permanent deletion functions within Google Workspace. Data stored on Reach For The Stars Tutoring, Inc.'s owned equipment is purged in compliance with district retention policies. All drives are full disk encrypted.
8	Outline how your data security and privacy program/practices align with the School District's applicable policies.	Data is stored on Google Workspace, as this platform and data storage service is also used by the district for PII and other student data.
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1 using the Framework chart below.	PLEASE USE TEMPLATE BELOW.   

# NIST CSF TABLE

Reach for the Stars Tutoring, Inc.

Providers should complete the Contractor Response sections in the table below to describe how their policies and practices align with each category in the Data Privacy and Security Plan template. To complete these 23 sections, Provider may: (i) Demonstrate alignment using the National Cybersecurity Review ("NCSR") Maturity Scale of 1-7; (ii) Use a narrative to explain alignment (may reference its applicable policies); and/or (iii) Explain why a certain category may not apply to the

Function	Category	Contractor Response
IDENTIFY (ID)	Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.	Assets owned by RFTS are documented by serial number in an inventory system. All management of assets, data, systems, and facilities is performed by C-Level Executives directly, ensuring alignment of business needs and goals to asset inventory.
	Business Environment (ID.BE): The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.	Priority is given to cybersecurity roles and responsibilities, ensuring that risk is effectively mitigated and consistently reviewed to improve and limit risks threatening the organization's mission objectives.
	Governance (ID.GV): The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.	Policies and procedures are written and implemented to ensure understanding of cybersecurity risks and mitigation tactics at all levels of the organization, from employees to C-Level Executives.

transaction contemplated.

Further informational references for each category can be found on the NIST website at <https://www.nist.gov/cyberframework/new-framework>. Please use additional pages if needed.

Function	Category	Contractor Response
IDENTIFY (ID)	<p><b>Risk Assessment (ID.RA):</b> The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.</p>	<p>All employees within the organization are trained regarding the potential risks involved with mishandling of information, for both the organization and its clients. Staff at all levels are expected to ensure the integrity of the reputation and mission of Reach For The Stars Tutoring, Inc. and its customers.</p>
	<p><b>Risk Management Strategy (ID.RM):</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.</p>	<p>All operational risk decisions are discussed with experts and specialists to establish risk tolerances and mitigations.</p>
	<p><b>Supply Chain Risk Management (ID.SC):</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.</p>	<p>Our Organization has a process in place to identify and mitigate risks stemming from management and supply chain vulnerabilities.</p>
PROTECT (PR)	<p><b>Identity Management, Authentication and Access Control (PR.AC):</b> Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.</p>	<p>The Organization places strict access control limits on data access and physical access to sensitive locations and facilities.</p>

Reach for the Stars Tutoring, Inc.

	<p><b>Awareness and Training (PR.AT):</b> The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements.</p>	<p>Employee trainings are conducted for cybersecurity awareness. Documentation is made available for all employees regarding policies and procedures regarding the safety of sensitive information.</p>
--	---	---

Function	Category	Contractor Response
	<p><b>Data Security (PR.DS):</b> Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.</p>	<p>Data is secured and managed in accordance with district expectations and contractual obligations, which ensure both availability and confidentiality of PII.</p>
	<p><b>Information Protection Processes and Procedures (PR.IP):</b> Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.</p>	<p>Information systems are consistently managed to ensure the protection of data access, as well as ensuring the safety of that data against unauthorized access, including by employees going beyond the purpose and scope of their use of secure data.</p>
	<p><b>Maintenance (PR.MA):</b> Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.</p>	<p>Regular maintenance windows are implemented to ensure integrity of data and system fitness.</p>
	<p><b>Protective Technology (PR.PT):</b> Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.</p>	<p>Technological security measures, including RMM, Antivirus, 2FA, and Full Disk Encryption are implemented on all Reach For The Stars Tutoring, Inc. Assets.</p>



DETECT (DE)	Anomalies and Events (DE.AE): Anomalous activity is detected and the potential impact of events is understood.	RMM and Antivirus Alerts are monitored by staff to ensure abnormalities can be acted upon in a timely manner.
	Security Continuous Monitoring (DE.CM): The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.	RMM and Antivirus Alerts are monitored by staff to ensure abnormalities can be acted upon in a timely manner.
	Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.	RMM and Antivirus Alerts are monitored by staff to ensure abnormalities can be acted upon in a timely manner.

Function	Category	Contractor Response
RESPOND (RS)	Response Planning (RS.RP): Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.	Documentation regarding a disaster recovery plan is on file and available upon request.
	Communications (RS.CO): Response activities are coordinated with internal and external stakeholders (e.g., external support from law enforcement agencies).	In the event of a breach, law enforcement and cybersecurity specialists will be contacted to mitigate the fallout of the breach, to both the organization, and its customers.
	Analysis (RS.AN): Analysis is conducted to ensure effective response and support recovery activities.	In the event of a breach, specialists will perform an analysis of the breach to ensure necessary recovery procedures are implemented.
	Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.	Systems are implemented on all Reach For The Stars Tutoring, Inc. Assets to inhibit the lateral move of an intruder to mitigate the effects of a breach.

RECOVER (RC)	<p><b>Improvements (RS.IM):</b> Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.</p>	<p>Upon the resolution of a breach event, information assessed from the breach will be used to implement additional security and mitigation procedures thereafter.</p>
	<p><b>Recovery Planning (RC.RP):</b> Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.</p>	<p>Restore plans and solutions are in place to minimize the downtime of the organization in the event of a cybersecurity incident.</p>
	<p><b>Improvements (RC.IM):</b> Recovery planning and processes are improved by incorporating lessons learned into future activities.</p>	<p>Upon the resolution of a breach event, information assessed from the breach will be used to implement additional security and mitigation procedures thereafter.</p>
	<p><b>Communications (RC.CO):</b> Restoration activities are coordinated with internal and external parties (e.g., coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).</p>	<p>Relevant parties, including ISPs, hosting providers, and other relevant parties (in addition to internal staff and impacted customers) will be informed of the restoration process in the event of a breach.</p>

*Melanie J. Rasmussen*

Melanie J. Rasmussen

President, Reach for the Stars Tutoring, Inc.