AGENDA



PLANNING SESSION OF THE BOARD OF EDUCATION

October 18, 2022

Beach Street Middle School 17 Beach Street

Submitted by: Dr. Paul Romanelli Superintendent of Schools

AGENDA

PLANNING SESSION OF THE BOARD OF EDUCATION

October 18, 2022

Beach Street Media Center

West Islip, New York

- I. CALL TO ORDER
- II. QUORUM COUNT
- III. MINUTES: A motion is needed to approve the minutes of the October 6, 2022 Regular Meeting.
- IV. ANNOUNCEMENTS
- V. PERSONNEL
- VI. APPROVAL
 - A. Surplus
 - 1. Miscellaneous English Language Arts books ~ Udall
 - 2. Miscellaneous English Language Arts books ~ West Islip High School
 - 3. Bil-jax Workforce Lift with Spanner Kit ~ District-wide
 - B. Contracts 2022-2023
 - 1. Brookville Center for Children's Services, Inc. Special Education Contract
 - 2. Little Angels Center, Inc. Consultant Services Contact
 - C. Resolutions
 - Receipt of the Independent Auditors Report for the year ended June 30, 2022 from R.S. Abrams & Co., LLP
 - 2. Approval of the Corrective Action Plan in response to the Independent Auditors' Report for the year ended June 30, 2022 submitted by the Assistant Superintendent for Business
 - D. West Islip Nurses' Chapter of WITA Memorandum of Agreement re: Negotiated Agreement July 1, 2019 to June 30, 2026
- VII. EXECUTIVE SESSION: The Board will adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will reconvene act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.
- VIII. CLOSING Adjournment

The Board may adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will re-convene act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.

REGULAR MEETING OF THE BOARD OF EDUCATION October 6, 2022 - Beach Street Middle School

PRESENT:

Mr. Tussie, Mrs. Brown, Mr. Compitello, Mr. Maginniss, Mr. McCann

ABSENT:

Mr. Antoniello, Mrs. Kelly

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

ABSENT:

None

ATTORNEY:

Mr. Volz

Meeting called to order at 7:35 p.m. followed by the Pledge.

ANNOUNCEMENTS:

Mr. Tussie announced that the Board of Education fully supports proposed legislation Senate Bill S.1388/A939. This legislation targets overburdened homeowners who are responsible for more than 50% of the tax levy in their district.

Dezy Strong Foundation Volleyball fundraiser Friday, October 7 - Varsity game at 4:30 p.m. and JV game to follow.

Halloween parades will be back this year.

The West Islip School District would like to acknowledge World Dyslexia Day on Friday, October 14, 2022 by encouraging students and staff to wear red to school.

Mr. Tussie thanked Tim Horan for the football jerseys worn by the administrators and board members at the meeting.

APPROVAL OF MINUTES

Motion was made by Peter McCann, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve the minutes of the September 20, 2022 Planning Session.

RECOGNITION: School Board Recognition Week ~ West Islip Board of Education

PERSONNEL

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve the 10/6/22 Personnel Agenda as listed below:

TEACHERS

T-1 RESIGNATION

Janine Lalia, Family and Consumer Science Effective October 22, 2022 (Beach and West Islip High School)

CIVIL SERVICE

CL-1 RESIGNATION

Elizabeth Hammels, Part-Time Food Service Worker Effective September 28, 2022 (Paul J. Bellew)

Jeanette Lynch, Part-Time Food Service Worker Effective September 22, 2022 (High School)

CL-2 CHANGE IN TITLE

Kimberly Richichi, Library Aide Effective October 7, 2022 (High School; Step 4; change from Cafeteria Aide)

CL-3 <u>PROBATIONARY APPOINTMENT</u>

Laura Doyle, Part-Time Food Service Worker Effective October 7, 2022 (Paul J. Bellew; \$15.90/hr; replacing Elizabeth Hammels {Custodial Worker I})

*Robert Kelly, Bus Driver Effective October 24, 2022 (Transportation; \$27.18/hr; new position)

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

Mitchell Palminteri, effective October 7, 2022

CL-5 <u>LEAD NURSE</u> (\$2,000 stipend)

Sharon Kerrigan, effective October 7, 2022

*Conditional pending singerprinting clearance

OTHER

Creation of Position

Be it resolved, that upon the recommendation of the Superintendent of Schools, effective September 15, 2022, a stipend position in the West Islip Public School District be created in the Athletic Coaching area (1 Special Education Athlete Assistant) of classification.

ATHLETE ASSISTANT

Noreen Matthews, effective September 15, 2022

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Kristen Bergin, Bayview Elementary School Effective October 7, 2022 through June 23, 2023

Isabella Lumley, Oquenock Elementary School Effective October 7, 2022 through June 23, 2023

Jacquelyn Manely, Manetuck Elementary School Effective October 7, 2022 through June 23, 2023 Keith Warns, Udall Middle School Effective October 7, 2022 through June 23, 2023

SUBSTITUTE TEACHER (\$130 per diem)

Diane Burkhardt, effective October 7, 2022
Thomas Col, effective October 7, 2022
Samantha Ehmann, effective October 7, 2022
*Austin Henningsen, effective October 7, 2022
Meghan Lyons, effective October 7, 2022
Ryan McMullen, effective October 7, 2022
Maximiliano Navarro, effective October 7, 2022
*Kaitlin Norton, effective October 7, 2022

SUBSTITUTE TEACHER

April Virga, effective September 28, 2022, leave replacement (\$279.94 per diem) Sierra Koehler, effective September 28, 2022, leave replacement (\$253.28 per diem)

Creation of Club

Be it resolved, that upon the recommendation of the Superintendent of Schools, effective October 7, 2022, a stipend position in the West Islip Public School District be created in the Middle School and High School Club Area (1 DIY Club at Beach Street Middle School, 1 Wellness Club at Udall Road and 1 Math Honor Society at the High School and 1 BNL STEM coders at the High School) of classification.

*Conditional pending fingerprinting clearance

CLUBS/ADVISORS 2022-2023

BAYVIEW ELEMENTARY SCHOOL

Art Club, Sophia Stokkeland
Arts and Crafts Club, Jaymee Gagliardi
Board Game Club, Denise Campasano
Drama Club, Justin DeMaio
Math Club, Scott Key
Teaching Mindfulness to Kids Club, Debra Magee
Ukulele Club, Victoria Kavitt

BEACH STREET MIDDLE SCHOOL

Art Club, Jill Culver
Costume Director, Maura Maynard
Diversity Club, Carly Racanelli
Drama Director, Justin DeMaio
Drama Director, Shane O'Neill
Executive Club, Amy Wheeler
Helping Hands, Kathleen Crowley
Homework Club Grade 6, Theresa Robertson
Innovation Club, Danielle Rufrano
Makerspace Club, Andrea Miller
Mathletes Grade 7, Christopher Salerno
Mathletes Grade 8, Jeannine Conaghan
Mindfulness Club, Kathleen Crowley
Musical Director, Justin DeMaio
National Junior Honor Society, Theresa Robertson and Christopher Scharf (shared)

Newspaper, Danielle Rufrano

Peer Tutoring Grade 6, Christopher Scharf

Peer Tutoring Grade 7 & 8, Kathleen Crowley

Photography, Wendy Loddigs

School Store, John Lavery and Christopher Salerno (shared)

Science Olympiad 6th Grade, Andrea Miller

Science Olympiad 7th and 8th Grade, Andrea Miller

Set Director, Shane O'Neill

STEM/Technology Club, Ashley Pope

Strategic Games & Activities Club, John Kennedy

Student Council, Camille Persico and Lisa Cosgrove

Video Production Club, Lisa Cosgrove

World Cultures Club, Theresa Robertson

Yearbook, Theresa Robertson

DISTRICTWIDE

Director, Chamber Orchestra, Beach, Vincent Melia

Director, Chamber Orchestra, Udall, Lynnette Fawess

Combined Band, David Kaufman

Combined Chorus, Melissa Senatore

Combined Orchestra, Ryan Jensen

Director, Jazz Band, Beach, Stephen Smith

Director, Jazz Band, Udall, LuAnn Peskanov

Director, Jazz Ensemble, James Krais

Director, Jazz Lab, David Kaufman

Director, Marching/Pep Band, James Krais and Victoria Kavitt {shared}

HIGH SCHOOL

Academic Decathlon, Brainstormers, Kevin Murphy

Academic Decathlon, Jr. Brainstormers, Noreen Matthews

Art Club, Linda Marino

Audio-Visual Club Director, Ronald Weber

Band Music, David Kaufman

Chamber Singers, Melissa Senatore

Chess Club, Christine Maniscalco

Coordinator, One Act Plays, Elaine Longo

Costume Director, All Productions, Elaine Longo

Creativity Action Service, Edward Jablonski and Virginia Scudder (shared)

Director Flag Team, Victoria Kavitt

Director Musical Play, Ryan Jensen

Director Senior Play, Elaine Longo

Distributive Education Club of America, Diana Saadat

Drama Coordinator, Melissa Senatore

Environmental Club, Brian Haldenwang

Extra-Curricular Treasurer, Kelly Sepe

Freshman Class Advisor, Dara Depouli and Alexandra Ragin

Future Business Leaders Club, Monica Krawczyk and Joanne Macrelli (shared)

Gay-Straight Alliance, John Koroneos

Junior Class Advisor, Tara Annunziata and Alissa Nanda

Literary Magazine, David Gershfeld

Mathletes Sr. High, James Como and Nancy Yost

Mathletes Jr. High, Craig Michel

Mindfulness Club, Meghan Schou

Mock Trial, Edward Jablonski

Regular Meeting October 6, 2022

Music Director, Musical Production, Melissa Sentaore

National Art Honor Society, Richard Santeramo

National English Honor Society, Tina Schaefer

National Honor Society, Dina Barone and Beth Crimi (shared)

New York State Business and Marketing Honor Society, Joanne Macrelli and Patricia Stack

Newspaper, Heather Enright and Christine Maniscalso (shared)

Photographer: Newspaper/Yearbook, Heather Enright and Christine Maniscalco (shared)

Pit Director, Musical, David Kaufman

S.A.D.D., Brittany Probst

School Store, Diana Saadat

Science Honor Society, Kathleen Scrivani

Science Olympiad, Jessica Alvarez and Linda Tong (shared)

Senior Class Advisor, Diana Saadat and Shawn Wallace

CLUBS/ADVISORS 2022-2023

HIGH SCHOOL

Sets Director (All Productions), Michael Taranto

Sophomore Class Advisor, Stephany Camacho and Brittany DiLuciano

Student Senate, Edward Jablonski and David Moglia

Thirst Project Club, Kristie Ferruzzi

Tri-M Music Honor Society, Ryan Jensen

World Language Honor Society, Stephany Camacho and Brittany DiLuciano (shared)

Yearbook, Christine Maniscalco and Savannah Rinne (shared)

UDALL ROAD MIDDLE SCHOOL

Activities Grade 6, Thomas Mac Loudon

Activities Grade 7 & 8, Kristine Hagens

Art Club, Gregory Ziems

Backyard Games, Brian Cameron

Be Yourself Club, Dawn Morgan

Beautification Club, Suzanne O'Connor

Chess and Game Club, Thomas Mac Loudon

Costume Design Director, Shane O'Neill

Current Events, Deborah Pulitano

Drama Director, Justin DeMaio

Health Club, Tricia Mileti

Homework Club Grade 6, Amy Harvey

Homework Club Grade 7 & 8, Lawrence Sciarrino

Mathletes Grade 7 & 8, Lawrence Sciarrino

Mindfulness Club, Melissa Morales

Musical Director, Justin DeMaio

National Junior Honor Society, Danielle Dischley

Peer Tutoring, Kathryn Waters

School Store, Denise LaMattina

Science Olympiads Grade 6, 7 & 8, Kristine Hagens

Set Design, Justin DeMaio & Shane O'Neill {shared}

STEAM Club, Nicole Costa

Student Council Grade 6, Thomas Mac Loudon

Student Council Grade 7 & 8, Kristine Hagens

Study Skills 6, 7 & 8, Janet Renganeschi

Yearbook, Amy Harvey

Yearbook/Newspaper Photographer, Michael Taranto

Yoga Club, Kristen Finnegan

EARLY WINTER 2022-2023 MIDDLE SCHOOL COACHES

GIRLS VOLLEYBALL

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

EARLY WINTER 2022-2023 MIDDLE SCHOOL COACHES, continued

BOYS BASKETBALL

Christopher Salerno, 7-8 Udall Coach Scott Mattera, 7-8 Beach Coach

CHEERLEADING

Marissa McAllister, 7-8 Udall Coach Marissa McCandless, 7-8 Beach Coach

WINTER 2022-2023 HIGH SCHOOL COACHES

GIRLS BASKETBALL

Christopher Scharf, Varsity Coach Kristen Doherty, Assistant Varsity Coach Charles (Kevin) Osburn, 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

BOYS SWIMMING

Thomas Loudon, Varsity Coach Edward Jablonski, Assistant Varsity Coach

BOYS BOWLING

Frank Rapczyk, Varsity Coach

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 Gregory Ziems, Assistant Varsity Coach

KICKLINE

Jessica Cichy, Varsity Coach

WINTER 2022-2023 HIGH SCHOOL COACHES

CHEERLEADING

Dina Barone, Varsity Coach Lauren Brady, Assistant Varsity Coach Jillian Bohnaker, J.V. Coach Jennifer Basile, Assistant J.V. Coach

LATE WINTER 2023 MIDDLE SCHOOL COACHES

GIRLS BASKETBALL

Christopher Salerno, 7-8 Udall Coach Patrick Tunstead, 7-8 Beach Coach

WRESTLING

Thomas Longobardi, 7-8 Udall Coach

BOYS VOLLEYBALL

Daniel Sliwowski, 7-8 Udall Coach Scott Mattera, 7-8 Beach Coach

INSTRUCTIONAL SWIM & FAMILY SWIM PROGRAMS 2022-2023

Lifeguard \$15 per hour

Brian Branigan Luis Kinney Nicholas Nuzzi
Katie Callaghan Gabby Martorella Kayliah Thompson
Katie Clark Micahel Nuzzi Andriyana Vaskiv

CURRICULUM

Mrs. Morrison informed the audience that the district continues to roll out standards based reading at the elementary level and professional development will continue to be provided for teachers. Superintendent's Conference Day will take place on 11/8 and will focus on various content areas and student assessments. There are 2 remaining Parent Academies that will take place on 10/17 and 11/15 at Paul J. Bellew in the auditorium at 6:00 p.m. Mrs. Morrison advised that she has received requests for virtual parent academies and will be looking into scheduling them shortly.

Mrs. Morrison also spoke about Superintendent's Conference Day content that would include standards based reading, student assessment and world re-known author, George Clorus, will be speaking. Mrs. Morrison advised that the district continues to prepare for the curriculum review process to establish goals, timelines, evaluation tools and the documents that will be utilized. K-8 students finished benchmarking to determine if students need additional support and the results will be available to parents on 10/17 via the student portal. Information will be going home on 10/13 to parents regarding accessing the portal.

Mrs. Brown spoke about October being Dyslexia Awareness month and raising awareness.

Health and Wellness Committee: Debbie Brown reported on the meeting held 9/20/2022. Items reviewed included mission statement, overview of past health and wellness initiatives, financial report, Spring Into Wellness event from May 2022, Color Run 10/16/22, family connect schedule, senior scholarships, 2022 community survey, newsletter, inspirational/motivational posters and annual staff Breast Cancer Awareness Day – October 21, 2022.

Safety & Security Committee: Tom Compitello reported on the meeting held on 9/20/2022. Items reviewed included technology updates on blue lights, cameras/servers and scholarchip. Other items reviewed included classroom locks, Lion's Path speed bumps, district-wide signs, Barberry gate schedule, safety and security

updates regarding armed guards, school safety supplies, SCPD School Resource officer and District Emergency Response Plans.

Buildings and Grounds Committee: Peter McCann spoke about the items that will be discussed at the meeting to be held on 10/18/22. Items that will be reviewed are quotes on air conditioning for classrooms, air conditioning in the cafeterias are up and running and solar panels are all functioning except for high school they are awaiting parts. A discussion regarding the three options on the Masera property will take place on Tuesday, 10/18/22, at 7:00 p.m. at Beach Street prior to the Planning Session meeting,

Education Committee: Debbie Brown reported on the meeting held 10/3/22. Items reviewed included Curricular updates from Mrs. Lauren Lay, Director of 6-12 English, ENL (K-12) & LMC (K-12), Dr. James Grover, Director of Math, Business and FACS and Ms. Elyse Patti, Lead Teacher - World Languages. Other items discussed were draft of updated professional development plan and Superintendent's Conference Day, Tuesday, November 8, 2022.

Finance Committee: Ron Maginniss reported on the meeting held on 10/3/22. Items reviewed included the June, July and August extra-curricular, July payroll summary, internal claims report, September system manager audit report, payroll certification forms, and surplus. Mrs. Pellati advised that the auditors, R.S. Abrams, are finalizing their audit of the 2021-2022 school year and discussed the proposed legislation S.1388 regarding property tax relief for residents.

<u>Special Education Committee</u>: Ron Maginniss reported on the meeting that took place on 10/4/22. Items discussed included upcoming visits to special education classes by school board members and student placements.

FINANCIAL MATTERS

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve 2022-2023 General Fund budget transfer 4240-4245 and 2022-2023 Capital Fund budget transfer 4242.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Surplus – Two-door Reach in Freezer - Bayview Elementary.

PRESIDENT'S REPORT

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve WITA Memorandum of Agreement re: salary schedule placement of leave replacements.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolution re: State Environmental Quality Review Act ~ SEQRA Resolution ~ construct of new security vestibule at administrative entrance at Beach Street Middle School.

RECOMMENDED ACTION: "That upon the recommendation of the Superintendent, the West Islip Union Free School District Board of Education approves the following resolution:"

SEQRA RESOLUTION

WHEREAS, the Board of Education of the West Islip Union Free School District desires to embark upon the following capital improvements at the District's facilities as set forth herein and as listed in the working budget: (1) construction of a new security vestibule at the administration entrance located at the Beach Street Middle School; (bereinafter collectively referred to as the 'Project'); and

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

WHEREAS, construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities are classified as Type II Actions under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.5 (c)(9)); and

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

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

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

WHEREAS, the Board of Education, as the only involved agency, has examined all information related to the capital improvement projects and has determined that the Projects are classified as Type II Actions pursuant to Section 617.5(c)(9),(10), and (31) of the SEQR Regulations;

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

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

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

State Education Department together with a copy of the correspondence from the New York State Office of Parks, Recreation and Historic Preservation in

connection with its request for approval of the listed Projects from the New York State Education Department.

SUPERINTENDENT'S REPORT

Dr. Romanelli thanked the high school Pep Band for their performance and is looking forward to Homecoming.

Dr. Romanelli informed the audience that the district is planning the Fall Newsletter and spoke about two emerging themes. One was the positive start and energy people have across the district to have the best possible year for students, and the second was about discussions regarding teaching and learning. Dr. Romanelli spoke about discussions taking place regarding student practices, student engagement, innovative teaching, meaningful assessments and what teaching and learning should look like for West Islip. Dr. Romanelli expressed how it is an exciting time to be in West Islip and is looking forward to collaborating on the great things that lie ahead.

Notices and Reminders:

Mr. Tussie reminded everyone that there will be a ceremony on Saturday, 10/8/22, at Udall Road Middle School renaming the driveway Harold L. "Hal" Anderson Way, in honor of Hal Anderson who was the principal of Udall for many years.

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

Glenn Luchen – Mr. Lunchen is a volunteer advisor for the West Islip High School Robotics team for 15 years. Mr. Lunchen spoke about the accomplishments of the Robotics Team and thanked the Board for their support. Mr. Lunchen invited the Board to a Robotics competition at Half Hollow Hills on 10/29 and advised that the Robotics team meets on Thursdays from 6:00 to 8:00 p.m., and invited the Board to stop by and see the many things the team is working on.

Patty McCabe – Mrs. McCabe asked if the district is prepared for medical emergencies at athletic events and if coaches are CPR certified, trained on using the AED and do they have contact information for each student if an emergency were to happen. Mr. Tussie advised that coaches are trained and he would follow up with Mr. Horan regarding emergency contact information for students.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Executive Session at 8:15 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:30 p.m. on motion by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolution to file PERB proceeding.

Resolved, the Board of Education hereby authorizes the commencement of PERB proceeding to seek a confidential designation for a clerical position in the Business Office.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Memorandum of Agreement for acting Grounds/Maintenance Supervisor, October 6, 2022 with Local 237.

Resolved, the Board of Education herby approves the October 6, 2022 Memorandum of Agreement with Local 237 for out of title pay for Maintenance and Grounds employees.

Meeting adjourned at 9:31 p.m. on a motion by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor.

Respectfully submitted,

Mary Hock District Clerk

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

PERSONNEL:

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

TEACHERS

T-1 REGULAR SUBSTITUTE

Jacquelyn Manley, Elementary
Effective October 19, 2022 through June 30, 2023
(Manetuck; Step 0.5 1; replacing Daria Solano (LOA))

CIVIL SERVICE

CL-1 CHANGE IN TITLE

William Delaney, Custodial Worker III Effective October 4, 2022 (High School; Step 5; change from Acting Head Custodian)

Kathleen Slayback, Special Education Aide Effective October 19, 2022 (Beach Street; Step 4; change from Cafeteria Aide)

CL-2 <u>LEAVE OF ABSENCE</u>, unpaid

Nancy Corso, Special Education Aide Effective November 2, 2022 through June 23, 2023 (Paul J. Bellew)

CL-3 <u>PROBATIONARY APPOINTMENT</u>

Samantha Free, Special Education Aide Effective October 19, 2022 (St. John the Baptist; Step 1; replacing Barbara Accomando {retired})

*Vicki Giangregorio, Cafeteria Aide Effective October 25, 2022 (Beach Street; Step 1; replacing Kathleen Slayback {Special Education Aide})

*Emilia Sheeler, Cafeteria Aide Effective October 27, 2022 (Paul J. Bellew; Step 1; replacing Lauren Kasaba {Special Education Aide})

CL-4 <u>RESIGNATION</u>

Kiersten Girardi, Special Education Aide Effective October 15, 2022 (Beach Street)

Kim Santangelo, Cafeteria Aide Effective October 22, 2022 (Beach Street)

CIVIL SERVICE, continued

CL-5 <u>SUBSTITUTE CUSTODIAN</u> (\$15.00/hr)

Jeremy Hagen, effective October 19, 2022

OTHER

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Danielle Ferruggiari, Paul J. Bellew Effective October 19, 2022 through June 23, 2023

PERMANENT SUBSTITUTE TEACHER RESIGNATION

Jacquelyn Manley
Effective October 19, 2022
(Manetuck)

SUBSTITUTE TEACHER (\$130 per diem)

*Mary Kathleen Cox, effective October 19, 2022 Debra Kirkup, effective October 19, 2022 Chelsea Loris, effective October 19, 2022

HOMEBOUND INSTRUCTOR (\$68.73/hr)

Keith Warns, effective October 19, 2022

CLUBS/ADVISOR\$ 2022-2023

HIGH SCHOOL

BNL Stem Coders, Mary Kroll Robotics, Andrew Baranec and Daniel Varney (shared)

MANETUCK

Art Club, Sophia Stokkeland Coding Club, Louis Riley Community Service, Kerri Ierardi and Robin Caputo (shared) Kindness Club, Christine Chocko Manetuck Makers, Kristyna Acerno Poetry Club, Gina Castaldo

OOUENOCK

Art Club, Janet Wolfe
Educational Games, Lisa Brush
Fitness Club – Physical Education, Melissa Monahan
Number Crunchers – Math Escape Room, Nicole Cagno-Angerame
The Thinking Caps, Grace Bolin and Holly Gozinsky (shared)

CLUBS/ADVISORS 2022-2023, continued

UDALL ROAD

Wellness Club, Ariana Stubbmann

INSTRUCTIONAL SWIM & FAMILY SWIM PROGRAMS 2022-2023

Lifeguard \$15 per hour
Ty Corbett
Justin Keane

CONCERT HALL MANAGERS 2022-2023

Melissa Senatore (substitute for James Krais), High School





West Islip School District One Lion's Path West Islip, New York 11795 (631)504-5846

TO: Elisa Pellati FROM: Lauren Lay

DATE: September 29, 2022

RE: Books in poor condition/outdated

I am requesting the surplus of the following book titles from Udall Road:

Write Source 2000: A Guide to Writing, Thinking and Learning

ISBN-10: 0669386251

50 copies

Basic English Grammar ISBN-10: 0785429166 50 Copies

Bud, Not Buddy by Christopher Paul Curtis

ISBN-10: 0440413281

50 copies

Most of these copies have not been used for many years and/or are considered to be in poor condition. These books are currently located in room 209 at Udall Road Middle School.

If you have any questions or concerns, please do not hesitate to contact me.

Cc: Daniel Marquardt, Andrew Moschetto



West Islip School District One Lion's Path West Islip, New York 11795 (631)504-5846

TO: Elisa Pellati FROM: Lauren Lay

DATE: October 3, 2022 **RE:** Books in poor condition

I am requesting the surplus of the following book titles from the high school:

The Count of Monte Cristo by Alexandre Dumas

ISBN: 0-553-21350-4

115 copies

The Odyssey by Homer ISBN: 0-679-72813-9

150 Copies

Romeo & Juliet by William Shakespeare

ISBN: 0-671-72285-9

50 copies

ISBN: 0-395-77537-X

150 copies

Julius Caesar by William Shakespeare

ISBN: 0-671-72271-9

50 copies

ISBN: 0-395-77542-6

50 copies

ISBN: 0-671-72655-2

50 copies

A Separate Peace by John Knowles

ISBN: 0-553-28041-4

120 copies

Night by Elie Wiesel ISBN: 0-553-27253-5

40 copies



West Islip School District One Lion's Path West Islip, New York 11795 (631)504-5846

The Good Earth by Pearl S. Buck 0-671-72989-6 50 copies

The Stranger by Albert Camus 0-679-72020-0 8 copies

The Handmaids Tale by Margaret Atwood 0-385-49081-X 6 copies

Macbeth by William Shakespeare 0-671-72275-1 36 copies

Lord of the Flies by Wiliam Golding 0-399-50148-7 42 copies

The Adventures of Huck Finn by Mark Twain LOC: 89-063814 40 copies

The Color Purple by Alice Walker ISBN: 0-671-01907-4 7 copies

The Great Gatsby by F. Scott Fitzgerald

ISBN: 0-02-019960-0 1 copy

ISBN: 0-684-80152-3

3 copies

ISBN: 0-02-019960-0

7 copies



West Islip School District One Lion's Path West Islip, New York 11795 (631)504-5846

Webster New World Dictionary ISBN: 0-13-9477470 5 copies

The Crucible by Arthur Miller ISBN: 0-14-048-138-9 7 copies

Death of a Salesman by Arthur Miller ISBN: 0-14-048-134-6 47 copies

12 Angry Men by Reginald Rose Dramatic Publishing Company 30 copies

A View from the Bridge by Arthur Miller Dramatists Play Service 10 copies

Most of these copies have not been used in 20 years and are considered in extremely poor condition. These books are located in the upstairs library and the ELA book room in the high school.

If you have any questions or concerns, please do not hesitate to contact me.

Cc: Anthony Bridgeman, William Delaney



James Bosse
Director of Buildings & Grounds
West Islip Public Schools
100 Sherman Avenue
West Islip, New York 11795
631-930-1500

Memorandum

To:

Elisa Pellati

From:

James Bosse

Date:

September 30, 2022

Re:

Excess Lift Request

The purpose of this memo is to request your approval to excess/auction an old Bil-jax Workforce XLT-CAT 23 Lift with XLT-T15 Spanner Kit. This Lift requires maintenance and repair that cannot be done because we cannot get the parts or service on it. Local lift service companies such as Sunbelt, Herc, or JC Forklift are not able to repair it. It is in the best interest of the District to excess/auction this lift.

Thank you.

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

This Agreement is entered into this <u>1st</u> day of <u>July</u>, 2022 by and between the Board of Education of the West Islip Union Free School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795, and Brookville Center for Children's Services, Inc., (hereinafter "SCHOOL"), having its principal place of business for the purpose of this Agreement at 189 Wheatley Road, Brookville, New York 11545.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

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

B. SERVICES AND RESPONSIBILITIES:

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

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

- 10. The SCHOOL represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The SCHOOL represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
- 11. At the DISTRICT'S request, the SCHOOL shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the SCHOOL shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- In the event that the SCHOOL fails to maintain such status, the SCHOOL shall immediately notify the DISTRICT. The DISTRICT shall not be required to pay the SCHOOL for services rendered during any period of time in which the SCHOOL fails to maintain its status as an approved special education provider, and the SCHOOL shall reimburse the DISTRICT for any payments already received for services rendered during said period of time.
- 14. The SCHOOL shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
- 15. The SCHOOL will work cooperatively with the DISTRICT's Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The SCHOOL shall make relevant personnel available to participate in meetings of the DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.
- 16. The SCHOOL shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the SCHOOL in connection with this Agreement, and upon request shall be entitled to copies of same.
- 17. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

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

23. Insurance

a. The SCHOOL, at its sole expense, shall procure and maintain the following policies and other insurance as shall be necessary to insure the SCHOOL and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the SCHOOL in connection with the performance of the SCHOOL's responsibilities under this Agreement:

i. Commercial General Liability:

1) Coverage and Limits:

Occurrence

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

2) Additional Insured:

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

- 3) Extensions Mandatory:
 - a) Sexual Abuse and Molestation Coverage
 - b) Contractual Liability extending to indemnification
 - c) The general liability is to be primary and noncontributory.
 - d) Waiver of Subrogation in favor of the additional insured.
- ii. Workers Compensation, Employers' Liability and NYS Disability:
 - Coverage: Statutory
 - 2) Extensions:

Voluntary Compensation; All States Coverage Employers Liability - Unlimited

- iii. School Leaders Errors & Omissions/Professional Liability Coverage:
 - 1) Limit

\$1,000,000 each claim

2) Additional Insured:

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

iv. Automobile Insurance:

1) Limit

\$1,000,000 Combined Single Limit

v. Umbrella Liability

1) Coverage:

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

2) Minimum Limit:

\$10,000,000

3) Additional Insured:

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

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

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

C. COMPENSATION:

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

MISCELLANEOUS

1. Termination

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

2. Defense / Indemnification

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

To District: Ms. Jeanne Dowling

West Islip UFSD 100 Sherman Avenue West Islip, NY 11795

To School:

Attention: Stanfort Perry

Executive Director

Brookville Center for Children's Services, Inc.

189 Wheatley Road Brookville, NY 11545

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

BROOKVILLE CENTER FOR CHILDREN'S SERVICES, INC.

WEST ISLIP UNION FREE SCHOOL DISTRICT

By: Stanfort Perry

Executive Director

By: Anthony Tussie

President, Board of Education

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2022, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Little Angels Center, Inc. (hereinafter the "CONSULTANT"), having a principal mailing address of 235 Blue Point Avenue, Blue Point, New York 11715

A. TERM

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

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

Related Services District-wide

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

D. COMPENSATION

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

E. INSURANCE

 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).

 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.

BY: Executive Director

West Islip Union Free School District

BY: President, Board of Education



RFP FOR WEST ISLIP UNION FREE SCHOOL DISTRICT SPECIAL EDUCATION AND RELATED SERVICES 2022-2023 SCHOOL YEAR

RATE SHEET 2022-23 FOR WEST ISLIP SCHOOL DISTRICT

SERVICES	RATE
 Coordination of hours Review data, Quarterly and Annual Reports Submission of reports 	INCLUDED
Applied Behavior Analysis-school/home An additional 1 hour of writing time will be added for every 5 hours of consultation	\$85 per hour
Parent Training/Counseling	\$85 per hour
 BCBA/LBA (All Services) An additional 1 hour of writing time will be added for every 5 hours of consultation 	\$125 per hour
 BCBA-D/Ph. D (All Services) An additional 1 hour of writing time will be added for every 5 hours of consultation 	\$175 per hour
 Functional behavior assessments + behavior intervention plans (design, implementation, modeling and staff training, data analysis, detailed report). 	BCBA/LBA \$125 per hour BCBA-D/Ph.D \$175 per hour
Attendance at CSE/Team meetings	\$45 flat fee
Registered Behavior Technician (RBT)	\$70 per hour
Crisis Paraprofessional/teacher's assistant	\$60 per hour
Teacher's 1:1 Assistant	\$50 per hour
 Home Tutoring/Instruction Certified Special Education Teacher 	\$85 per hour
Team Meeting	\$45 per 30 mins \$90 per 60 mins
 Principles of Applied Behavior Analysis (ABA), Classroom Management, Behavior Strategies, Understanding a Behavior Intervention Plan, Writing a Functional Behavior Assessment and Behavior Intervention Plan, How to use Visuals, etc. 	\$150 per hour \$175 per hour (BCBA) \$200 per hour (BCBA-D)

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



RFP FOR WEST ISLIP UNION FREE SCHOOL DISTRICT SPECIAL EDUCATION AND RELATED SERVICES 2022-2023 SCHOOL YEAR

Transiti	onal/Vocational Services	
•	Job Coach	\$78 per hour

RELATED SERVICES	RATE
Occupational Therapy (OTR)	\$45 per 30 min. (individual) \$45 per 30 min (group of 2-5) per child \$200 Evaluation
Speech & Language Therapy (SLP, CCC)	\$45 per 30 min \$35 per 30 min (group 2-5) per child \$200 evaluation
PROMPT Therapy	\$50 per 30 min
PROMPT Evaluation	\$300 per Evaluation
 Augmentative/Alternative Communication Evaluation 	\$1000 per Evaluation
Physical Therapy (PT)	\$45 per 30 min. (individual) \$45 per 30 min (group of 2-5) per child \$200 Evaluation



RFP FOR WEST ISLIP UNION FREE SCHOOL DISTRICT SPECIAL EDUCATION AND RELATED SERVICES 2022-2023 SCHOOL YEAR

TESTING/ASSESSMENTS/EVALUATIONS	RATE
Psychological Testing/Assessments	\$1250
Triennial Evaluations	
Speech - Silver Aller -	• \$400
EducationPhysical Therapy	• \$400 • \$400
Occupational Therapy	• \$400
 Psychology 	• \$600
Autism Evaluations (i.e. (ADOS®-2) Autism Diagnostic Observation Schedule, Second Edition + (ADI™-R) Autism Diagnostic Interview™, Revised)	\$1750
Educational Evaluation	\$400
Social History	\$250

Supplemental Agreement between the

West Islip Union Free School District

and

Supplemental Agreement dated this 1st day of July, 2022 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Little Angels Center, Inc. (the "Contractor") located at 235 Blue Point Avenue, Blue Point, NY 11715.

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

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

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

- 1. <u>Defined Terms</u>: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter "Regulations").
 - a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the West Islip Union Free School District

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

- b. "Student" means any person attending or seeking to enroll in an Educational Agency.
- c. "Student Data" means Personally Identifiable Information of a "Student."
- d. "Eligible Student" means a Student who is eighteen years or older.

- e. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.
- f. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- g. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- h. "Teacher or Principal Data" means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.
- i. "Personally Identifiable Information" shall have the following meanings:
 - i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)
 - ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.
- 2. The District has developed the Parents Bill of Rights for Data Privacy and Security, the terms of which are applicable to the Agreement between the District and Contractor and are incorporated into this Supplemental Agreement. The Parents Bill of Rights for Data Privacy and Security states:
 - a. A student's personally identifiable information cannot be sold or released for any commercial purposes.
 - b. Parents have the right to inspect and review the complete contents of their child's education record maintained by the West Islip Union Free School District.
 - c. State and federal laws protect the confidentiality of personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
 - d. A complete list of all student data elements collected by the State is available for public review at

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

or a copy may be obtained by writing to:

New York State Education Department, Room 863 EBA

89 Washington Avenue

Albany, NY 12234

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

Lisa DiSibio, District Data Coordinator

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

l.disibio@wi.k12.ny.us

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

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

- 3. As required by Education Law §2-d(3)(c) and Section 121.3 of the Regulations, the District has developed the following "supplemental information" for the Agreement with the Contractor:
 - a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the following

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

- b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and the data protection and security requirements set forth in Education Law §2-d and Part 121 of the Regulations.
- c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2023. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.
- d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District." or "The Contractor and District agree to notify the other party of any challenge to the accuracy of Student Data and/or Principal Data. The District and Contractor agree that the party who is responsible for the development of the Student Data and/or Principal Data shall make the final determination with regard to any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data.
- e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: [Insert (i) a description of where Student Data and/or Principal or Teacher Data will be stored, described in a manner to protect data security, (ii) a description of the security protections taken to ensure Student Data and/or Principal or Teacher Data will be protected and data security and privacy risks are mitigated; and (iii) a description of how the Student Data and/or Principal or Teacher Data will be protected using encryption while in motion and at rest.]

All digital data isstored in a passward protected server.

Passwords are only provided to authorized personnel,
all passwords are changed every 3 months. All personnel
sign a confidentiality agreement before they begin
working for the agency.

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.

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

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

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

7. Miscellaneous:

- a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor to operate in compliance with the amendment or modified requirements under the applicable laws or regulations.
- b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.
- c. Nothing express or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

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

Little Angels Center, Inc.	West Islip Union Free School District	
D. Barri		
By: Jama Plogaco	Ву:	
Print Name: Laura Rogacki Title: CEO/Duner	Print Name:	
Title: CEO/Dwner	Title:	
Date: 9/29/22	Date:	

Be it resolved, that the Board of Education of the West Islip Union Free School District acknowledges receipt of the Independent Auditors Report for the year ended June 30, 2022 from R.S. Abrams & Co., LLP.

Recommend the Board of Education of the West Islip School District approve the Corrective Action Plan in response to the Independent Auditors' Report for the year ended June 30, 2022, submitted by the Assistant Superintendent for Business.

MEMORANDUM OF AGREEMENT

Except as modified herein, the Collective Bargaining Agreement between the Board of Education, West Islip Union Free School District ("District") and the West Islip Nurses' Chapter of WITA ("Nurses"), expiring June 30, 2024, shall remain in full force and effect.

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

- 1. <u>Term</u>: July 1, 2019 June 30, 2026.
- 2. Article IV (B): Add a new Paragraph 4 as follows: "4. Sign In/Sign Out: Employees shall record time of arrival and time of departure electronically utilizing a mechanism as determined by the District."
- 3. Article V (B): Add a new third sentence to the first paragraph as follows: "Commencing September 1, 2022, members of the unit shall be permitted to accumulate up to 125 unused sick days." Modify the current third sentence to state: "Members who accumulated sick days for prolonged illness purposes between September 1, 2000 and August 31, 2007, shall be permitted to count such prolonged illness days toward their accumulation of up to 125 days as set forth herein." Delete "one hundred (100)" from the second paragraph and replace with "one hundred twenty-five (125)."
- 4. Article V (D): Add the list of "immediate family" members "domestic partners as defined by NYSHIP for purposes of health insurance."
 - 5. Article XV: Delete "2024," and replace with "2026."
- 6. Article XVI (A): Add to the end of the fourth paragraph, which sets forth the salary increase for the 2022-23 school year, the following:

After applying the increase, two new steps will be added to the salary schedule: with the first of the two new steps calculated at 2% above the current top step, and the second of the two new steps calculated at 2% above the first of the two new steps. All nurses employed as of June 30, 2022 will, effective July 1, 2022 move two (2) steps on the salary schedule beyond where they were placed for the 2021-22 school year.

7. Article XVI (A): Add the following as new sixth, seventh and eight paragraphs:

Effective July 1, 2024: the 2023-24 salaries shall be increased by the State-issued allowable levy growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2023, with a minimum of 1% and a maximum of 2%.

Effective July 1, 2025: the 2024-25 salaries shall be increased by the State-issued allowable levy growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2024, with a minimum of 1% and a maximum of 2%.

<u>Lead Nurse</u>. Effective with the 2022-23 school year, one (1) Lead Nurse shall be appointed by the District each year which position shall have an annual stipend of \$2,000.

- 8. Article XVI (B): Add: "All employees shall be paid via direct deposit."
- 9. Article XVII: Delete from the second paragraph: "2024" and replace with "2026."

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

of *October* , 2022.

WEST ISLIP UNION FREE

SCHOOL DISTRICT

By:

Dr. Paul Romanelli

Superintendent of Schools

WEST ISLIP NURSES' CHAPTER OF WITA

By:

Sharon Kerrigan, R.N., President

Nurses' Chapter of WITA