# AGENDA



# PLANNING SESSION OF THE BOARD OF EDUCATION

November 14, 2023

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

Submitted by: Dr. Paul Romanelli Superintendent of Schools

#### AGENDA

#### PLANNING SESSION OF THE BOARD OF EDUCATION

#### November 14, 2023

Beach Street Media Center

West Islip, New York

- I. CALL TO ORDER
- II. QUORUM COUNT
- MINUTES: A motion is needed to approve the minutes of the November 2, 2023 Regular Meeting.
- IV. ANNOUNCEMENTS
- V. DISCUSSION
- VI. PERSONNEL
- VII. APPROVAL
  - A. SEDCAR Contracts for 2023-2024
    - ACLD
    - 2. AHRC Suffolk
    - 3. Alternatives for Children
    - 4. Brookville Center for Children's Services
    - 5. Center for Developmental Disabilities c/o IGHL
    - Developmental Disabilities Institute, Inc.
    - 7. Eden II Programs
    - 8. The Hagedorn Little Village School
    - 9. Island Therapies Liberty Resources
    - 10. Just Kids Early Childhood Learning Center
    - 11. Kids First Evaluation and Advocacy Center
    - 12. Kids in Action of Long Island, Inc.
    - 13. Kidz Therapy Services, PLLC
    - 14. Leeway School
    - 15. Little Angels Center
    - 16. Metro Therapy
    - 17. Mid Island Associates
    - 18. Nassau Suffolk Services for the Autistic, Inc.
    - 19. The Opportunity Pre-School
    - 20. Suffolk County Department of Health Services
    - 21. United Cerebral Palsy of Greater Suffolk
    - 22. Wood Services
  - B. Contracts 2023-2024
    - 1. Syosset Central School District Special Education Services
  - C. Lease Agreements 2023-2024
    - 1. The Bridges Academy Lease Agreement First Amendment
  - D. Donations
    - Thomas Riedy of Riedy-Marano Wealth Management value \$1,500.00 Cradle of Aviation Museum field trips
  - Approval of Resolution re: Special District Meeting Bond Vote January 23, 2024

#### VIII. POLICY

- A. Policy Updates
  - 1. Second Reading No. 3110 School Sponsored Media
- IX. 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.
- X. CLOSING Adjournment

# REGULAR MEETING OF THE BOARD OF EDUCATION November 2, 2023 – Beach Street Middle School

PRESENT:

Mr. Tussie, Mr. McCann, Mr. Antoniello, Mr. Bedell, Mrs. Brown, Mrs. Kelly,

Mrs. Marks

ABSENT:

None

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

ABSENT:

None

ATTORNEY:

Mr. Volz

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

#### **ANNOUNCEMENTS:**

Mr. Tussie thanked all the Veterans for their service and acknowledged the late Tom Compitello for his service, as well.

#### Student Representative Report

Kaelynn Sirizzotti, Amy McCann (Class of 2024) – spoke about Spirit Week and the fun they had decorating the hall. The Homecoming Parade was fun and the Homecoming Dance was very successful, it was a great week.

Taylor Riley and Krista Williams (Class of 2025) – spoke about how great homecoming week was and how there was great participation with banner building and they went every day during Spirit week.

Kayla Frangoulis and Lexie Hofmann (Class 2026) – spoke about decorating with a spooky fall theme and were proud of the sophomores who did a lot of the decorating. They both spoke about how fun the T-Shirt Cannon was.

Daniel Syku and Alexis Delorenzo (Active PTSA members) Class of 2027 - spoke about their banner and how amazing it looked. Even though they did not win, there was great team effort.

#### DISCUSSION

#### Masera Property

Dr. Romanelli advised that the district is presently in serious discussion with BOCES to lease the building and making the necessary repairs. The district would retain ownership of Masera and retain the fields.

#### Bias Incidents on Long Island

Dr. Romanelli spoke about bias incidents and an article in Newsday regarding antisemitic events in Nassau County. He talked about a number of incidents in the district and how there would be non-negotiable consequences for students including suspension. Dr. Romanelli advised that the district is on a wait list for a "No Place for Hate" program and working to bring in speakers and educating the students. He also advised that the district is looking to have a subcommittee on the district's equity team this year dedicated to ending

bias incidents in the community. The first meeting will be next week and Mrs. Morrison will be sharing that work.

Dr. Romanelli spoke about how proud he is to be Superintendent of the district and having the opportunity to work with parents, staff and students, and how the message we send to our children is one of the most important responsibilities.

Mr. Tussie shared a statement that the Board of Education stands united against the rise of antisemitism and that it has no place in our schools or community and every student deserves to feel safe, valued and supported. He called on students and parents to promote a culture of respect and thanked everyone for their support.

Mr. McCann also expressed that students should feel safe in all aspects and should go to educators and principals if they do not feel safe. He advised that the safety of the students is the number one priority.

The following resident wished to speak on an Agenda item:

Deborah Chaleff - Mrs. Chaleff expressed how she has waited a long time to hear what was just said to her regarding the district's statement on bias incidents in school. Mrs. Chaleff talked about the many antisemitic incidents her children have had to endure through the years and the effect these terrible experiences have had on her family.

Mrs. Marks spoke about how proud she was of the entire Board of Education and how they are all in this together. Mrs. Marks spoke about how every student has an equal opportunity to learn in a safe and respectful atmosphere. She asked that parents have tough conversations with their children and ask them to be kind.

#### **APPROVAL OF MINUTES:**

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve the minutes of the October 17, 2023 Planning Session.

#### **RECOGNITION**

Common Hope Guatemala Service Trip ~ WIHS Teachers: Noreen Matthews and Kristie Ferruzzi Students: Frances Bernholz, Jewel Boyle, Logan Coppola, Victoria Cusumano, Alex Gitomer-Dawson, Kevin Mauri, Victoria Mueller, Ashyn Murphy, Tadgh O'Sullivan-Bakshi, Mia Valdes

#### PERSONNEL

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve ADMINISTRATIVE: PROBATIONARY APPOINTMENT: Dana Musso, Director of Foundational Literacy and MTSS, effective December 4, 2023 through December 3, 2027 (Districtwide; \$165,000; replacing Michelle Walsh {resigned}).

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve TEACHING: REGULAR SUBSTITUTE: (AMENDED): Craig Perrino, Health, effective September 1, 2023 through June 30, 2024 (Beach; change in date from September 1, 2023 through October 27, 2023).

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve TEACHING: RESIGNATION: Christopher Hachmann, Psychologist effective November 23, 2023 (St. John the Baptist and Bridges Academy).

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve TA-1, TA-2, CL-1 as listed below:

#### **TEACHING ASSISTANTS**

#### TA-1 PROBATIONARY APPOINTMENT

Ryan Perry, Technology and Special Education Effective November 3, 2023 through November 2, 2027 (Beach; Step 1; replacing Jennifer Bosch {reassigned})

#### TA-2 RESIGNATION

Caroline Conte, Technology Effective October 25, 2023 (Manetuck)

#### CIVIL SERVICE

#### CL-1 PROBATIONARY APPOINTMENT

Angelina Archer, Security/Receptionist Aide Effective October 23, 2023 (Udall; Step 1; replacing Colleen Guimaraes {reassigned})

Robert Cacace, Bus Attendant
Effective November 3, 2023
(Transportation; Step; replacing Amanda Neilson {reassigned})

Maninder Kaur, Cafeteria Aide
Effective October 25, 2023
(Manetuck; Step 1; replacing Christina Robiglio {reassigned})

Stephanie Miceli, Cafeteria Aide
Effective October 24, 2023
(Manetuck; Step 1; replacing Brittany Nelson {resigned}

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: \*Nicole Rosenberg, Part-Time Food Service Worker, effective November 15, 2023.

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: \*Jennifer Ulrich, Special Education Aide, effective October 30, 2023 (Manetuck; Step 1; new position).

\*Conditional pending fingerprinting clearance

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve CL-2, CL-3, CL-4, CL-5, CL-6, CL-7, CL-8 and Other as listed below:

#### CL-2 PROBATIONARY APPOINTMENT SCHOOL SECURITY GUARD

Employee	Building
G	Udall

#### CL-3 PROVISIONAL APPOINTMENT SCHOOL SECURITY GUARD

Employee	Building
A	Bayview
В	Beach
С	Manetuck
D	Manetuck
E	Oquenock
F	Paul J. Bellew
H	WIHS
I	WIHS
The All J No.	WIHS
K	WIHS
L	WIHS

# CL-4 RESIGNATION

Angelina Archer, Part-Time Food Service Worker Effective October 23, 2023 (Udall)

Caroline LaManna, Cafeteria Aide Effective November 2, 2023 (Manetuck)

Ryan Perry, Special Education Aide Effective November 3, 2023 (Beach Street)

#### CL-5 TERMINATION

Jessica Pujia, Cafeteria Aide Effective October 23, 2023 (Manetuck)

Cathy Weingarten, Assistant Cook Effective November 5, 2023 (High School)

#### CL-6 SUBSTITUTE CUSTODIAN (\$15/hr)

Brad Stentiford, effective November 3, 2023

#### CL-7 <u>SUBSTITUTE GUARD</u> (\$23.73/hr)

John Vasquez, effective October 25, 2023

#### CL-8 SUBSTITUTE MAINTENANCE MECHANIC II (\$30/hr)

John Clarelli, effective November 3, 2023 Steven Distefano, effective November 3, 2023

#### **OTHER**

#### **ADULT EDUCATION INSTRUCTORS FALL 2023**

Michael Johnson (Lifeguard) \$25/hr

#### NEW TEACHER PROGRAM COORDINATOR 2023-2024 (\$2,805/year)

Donna Flynn and Lauren Lay (shared)

#### **NYS SEAL OF BILITERACY ADVISORS**

Anna Domingo Jennifer Colonna Karen Testa

#### PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Olivia Gmelch, Bayview Effective November 6, 2023 through June 26, 2024

#### **REGENTS REVIEW FALL 2023**

Barbara Krollage, ELA

#### **SUBSTITUTE TEACHER** (\$130 per diem)

Matthew Campagna, effective November 3, 2023
Brianna Compitello, effective November 3, 2023
\* Lindsey Formes, effective November 3, 2023
Julianna Monarco, effective November 3, 2023
Madison Nicolosi, effective November 3, 2023
Christopher Whalen, effective November 3, 2023

#### SUBSTITUTE TEACHER RESIGNATION

Sofia Vega, effective October 14, 2023

#### **LATE WINTER 2024 MIDDLE SCHOOL COACHES**

#### **GIRLS BASKETBALL**

Christopher Salerno, 7-8 Udall Coach Kristen Doherty, 7-8 Beach Coach

#### WRESTLING

Thomas Longobardi, 7-8 Udall Coach Jason Lella, 7-8 Beach Coach

#### **BOYS VOLLEYBALL**

Daniel Sliwowski, 7-8 Udall Coach Jake Rossi, 7-8 Beach Coach

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

**Lifeguards** 

Alexa DosSantos

\*Conditional Pending Fingerprinting Clearance

#### **CURRICULUM REPORT**

Mrs. Morrison advised that Superintendent Conference Day will be held on Tuesday, November 7. There will be an EdCamp style professional development with 42 topics for teachers and staff members to choose from, facilitated by in-house administrators, teachers and staff members.

Mrs. Morrison reminded everyone that there will be a Code of Conduct meeting on Wednesday, 11/15/23, in Room 108 at Beach Street. The IT Department has purchased a drone and it will debut at Oquenock for the Parade for Heroes Celebration. The High School Counseling Office will be hosting the Fall College Fair that will take place on 11/4/23. Two kindergarten, first and second grade literacy nights are scheduled, one for the end of November and another in January, dates and times will be shared in Parent Square.

Mrs. Morrison thanked Mr. Bosse and the Buildings & Grounds staff for working hard at cleaning up the creek at the high school. Science students can now use this area as an outside classroom.

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve the annual renewal of the following policies: 5550 Maintenance of Fiscal Effort (Title I Programs); 8260 Programs and Projects Funded by Title I; 5220 District Investments; 5410 Principals of Purchasing; 5411 Local Purchasing.

#### **REPORT OF COMMITTEES:**

Health & Wellness Alliance: Grace Kelly reported on the meeting that took place on 10/10/23. Items discussed included financial report; Breast Cancer Awareness Day donations to be given to the West Islip Breast Cancer Coalition; Halloween Hustle; Newsletter – committee members exploring articles/topics. The next meeting will take place on Tuesday, 11/14/23 at 9:30 a.m. in the cafeteria at P.J. Bellew Elementary.

Audit Committee: Anthony Tussie reported on the meeting held on 10/17/23. The committee met with R.S. Abrams & Co., LLP to go over the Financial Statements and Corrective Action Plan for year ended June 30, 2023. District reserves are at appropriate funding levels and there was one comment regarding fund balance in the lunch fund. This was due to lunch meals being free for the 2020-21 and 2021-22 school years and then reimbursed at a significantly higher federal reimbursement rate as compared to prior years. The Board approved the Financial Statements and Corrective Action Plan and they are posted on the business page of the district website.

<u>Buildings and Grounds</u>: Peter McCann reported on the meeting that took place on 10/17/23. Items reviewed included update on construction projects: the Beach rotunda is almost finished, Beach generator will have a test run and there is a new pedestrian gate to provide access to the softball fields on Higbie Lane. Other items reviewed were the district office vestibule project, Masera, and timeline for bond reconstruction for pool project.

Special Education Committee: Debbie Brown reported on the meeting held 11/1/23. The committee discussed student placements and IEPs to be approved this evening. Other items reviewed included Beach Street Special Education Department developed a new slogan for the 2023-24 school year, the Smile Club met and painted pumpkins, Udall staff and the Special Education Department continue to focus on activities aligned with profile of a graduate characteristics. The Board will visit special education programs on 11/8 and 11/17. The next meeting will take place on 12/6/23 at 9:40 a.m.

Education Committee: Quinn Bedell reported on the meeting held 11/1/2023. Items reviewed included 2024-2025 pre-kindergarten needs, CTE expansion 2024-2025, updates on elementary ELA curriculum review, Profile of a Graduate to be incorporated in lessons, certificate program for technology, and weighted/underweighted grades.

<u>Finance Committee:</u> Christina Marks reported on the meeting held 11/1/2023. Items reviewed included the July, August and September treasurer's report; August and September extra-curricular reports; August and September payroll summary; July, August and September financial statements; October claims audit report, October system manager audit trail, payroll certifications and budget transfers. Mrs. Pellati advised that the Internal Auditors, Cullen & Danowski, LLP will be on-site to do the annual risk assessment this month on November 7, 9 and 13. The Audit Committee meeting with the district's internal auditors will be on December 7, 2023 at 7:00 p.m.

Policy Committee: Jim Cameron reported on the meeting held 11/1/2023. Items reviewed included current BOE policy manual; recommended short and long term goals; timeline regarding NYSSBA recommended policies; NYSSBA drafts of sections of manual; publishing new policy manual; annual renewal policies to be renewed; First read of policy No. 3110 - school sponsored media 11/2/23. Future policy committee meeting dates are 2/6/24, 3/12/24, 4/11/24, 6/4/24.

#### FINANCIAL MATTERS:

Motion was made by Peter McCann, seconded by Richard Antoniello and carried when all Board members present voted in favor to approve 2023-2024 General Fund budget transfers 4329-4332 and Capital Fund budget transfers 4330-4334.

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve 2023-2024 Contracts: Christine Baudin, M.S. Speech Language Pathologist Consultant Services Contract and Locust Valley CSD Special Education Contract.

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve Surplus Items: Food Service Equipment (non-functional) – Udall Road Middle School.

#### **PRESIDENT'S REPORT**

Motion was made by Peter McCann, seconded by Richard Antoniello and carried when all Board members present voted in favor to approve resolution re: participation in a Cooperative Bid coordinated by the Board of Cooperative Education Services of Nassau County.

#### Resolution

Be it resolved, that the Board of Education of the West Islip UFSD approves participation in a Cooperative Bid coordinated by the Board of Cooperative Education Services of Nassau County.

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

#### Resolution

Be it resolved, that the Board of Education of the West Islip UFSD approves the recommendations of the Special Education Committee of students as listed in the District's backup and authorizes the District to arrange for appropriate services.

#### SUPERINTENDENT'S REPORT:

Dr. Romanelli shared a few highlights going on in the district. The Engineering Technology course handbook is out. The engineering and technology classes designed glasses for the Nassau Suffolk School Board Association and they designed a sign for CPI Aero. Manetuck Elementary took a field trip to Islip MacArthur Airport and saw TSA, Police and Fire Departments, flight attendants and the Cradle of Aviation staff. Dr. Romanelli commended students who organized the benefit concert for the Farmingdale School District. Dr. Romanelli, Anthony Tussie and Christina Marks all attended and it was a great performance. Dr. Romanelli thanked the music teachers and Eric Albinder.

Dr. Romanelli advised that Superintendent Conference Day is coming up on November 7. He commended Mrs. Morrison for the choices in professional development opportunities for staff and the administrators across the district who are sharing their knowledge.

Dr. Romanelli also spoke about attending a workshop on school safety with Sean McAleavey, Director of School Safety. The workshop addressed safety recommendations, West Islip checked all the boxes for what everyone is looking for and exceeded them, and is a great place regarding school safety.

The following resident wished to speak during "Invitation to the Public":

Jimmy Klimatas – Mr. Klimatas spoke about his 11th grade son and the great deal of work he puts into his AP classes. Mr. Klimatas feels that AP grades should be weighted and asked why they are unweighted. Mrs. Morrison explained that students were not taking elective courses and were taking AP classes to increase their GPA instead of taking a variety of classes. Mrs. Morrison thanked Mr. Klimatas for his feedback and advised that a decision about weighted and unweighted grades will be made by the end of this calendar year for 2024-2025 school year.

Motion was made by Peter McCann, seconded by Richard Antoniello and carried when all Board members present voted in favor to adjourn to Executive Session at 8:44 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:21 p.m. on motion by Peter McCann, seconded by Richard Antoniello and carried when all Board members present voted in favor.

Motion was made by Peter McCann, seconded by Richard Antoniello and carried when all Board members present voted in favor to adjourn to Super-Executive Session at 9:21 p.m.

Meeting adjourned at 9:37 p.m. on motion by Peter McCann, seconded by Richard Antoniello 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 <u>LEAVE OF ABSENCE</u> (unpaid)

Shanan Mauro, Health

Effective November 8, 2023 through June 30, 2024

(Beach, Paul | Bellew and Bayview)

#### T-2 LEAVE OF ABSENCE (unpaid)

(Pursuant to the Family Medical Leave Act of 1993-

12-week continuous medical coverage)

Patricia Stack, Business

Effective November 1, 2023 (Intermittent)

(High School)

#### **CIVIL SERVICE**

#### CL-1 SUBSTITUTE MAINTENANCE MECHANIC II (\$30/hr)

Brad Stentiford, effective November 15, 2023

#### **OTHER**

#### CLUBS/ADVISORS 2023-2024

#### **HIGH SCHOOL**

Thirst Project Club, Kristie Ferruzzi

#### HIGH SCHOOL (AMENDED)

National English Honor Society, Erika Nolan and Tina Schaefer (shared) (change in Advisor from Erika Nolan)

#### **EARLY WINTER 2023-2024 MIDDLE SCHOOL COACHES**

#### **CHEERLEADING**

Olivia Gmelch, Volunteer Beach Coach

# West Islip Union Free School District 100 Sherman Avenue West Islip, NY 11795

# APPROVAL OF THE FOLLOWING 2023-2024 SEDCAR CONTRACTS:

- ACLD
- ❖ AHRC Suffolk
- Alternatives for Children
- ❖ Brookville Center for Children's Services
- Building Blocks Developmental Preschool
- Center for Developmental Disabilities c/o IGHL
- ❖ Developmental Disabilities Institute, Inc.
- Eden II Programs
- The Hagedorn Little Village School
- ❖ Island Therapies Liberty Resources
- Just Kids Early Childhood Learning Center
- Kids First Evaluation and Advocacy Center
- \* Kids in Action of Long Island, Inc.
- Kidz Therapy Services, PLLC
- Leeway School
- Little Angels Center
- Metro Therapy
- Mid Island Associates
- Nassau Suffolk Services for the Autistic, Inc.
- ❖ The Opportunity Pre-School
- Suffolk County Department of Health Services
- United Cerebral Palsy of Greater Suffolk
- Wood Services

#### **SPECIAL EDUCATION AGREEMENT**

This Agreement is entered into this 1st day of July, 2023 by and between **West Islip Public Schools** (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue West Islip, New York 11795 and **Syosset Central School District** (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at P.O. Box 9029, 99 Pell Lane, New York 11791.

#### WITNESSETH:

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. <u>TERM</u>: The term of this Agreement shall be from July 1, 2023 through June 30, 2024 inclusive, unless terminated earlier as provided for in this Agreement.

#### B. <u>SERVICES AND RESPONSIBILITIES:</u>

- 1. DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP. If an IEP for any of the students covered by this Agreement was developed by DISTRICT OF RESIDENCE, and DISTRICT OF RESIDENCE obtains written parental consent, DISTRICT OF RESIDENCE shall forward the IEP to the Committee on Special Education of DISTRICT OF LOCATION. DISTRICT OF LOCATION shall provide the services recommended in such IEP, unless and until the IEP is amended by DISTRICT OF LOCATION's own Committee on Special Education.
  - a. A student(s) may be added or deleted from the attached Schedule "A" at any time. In such event, the payment amount owed by DISTRICT OF RESIDENCE shall be adjusted accordingly.
- 2. The services provided by DISTRICT OF LOCATION to students under this Agreement shall be in accordance with each student's IESP, as it may be modified from time to time.
- 3. DISTRICT OF LOCATION shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.

- 4. Both parties to this Agreement shall comply with the provisions of the New York State Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. If requested, each District shall provide the other with the proof of clearance for employment from the New York State Education Department.
- 5. DISTRICT OF LOCATION represents its services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. DISTRICT OF LOCATION represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
- 6. Upon execution of this Agreement, DISTRICT OF LOCATION shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of DISTRICT OF LOCATION providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, DISTRICT OF LOCATION shall immediately notify DISTRICT OF RESIDENCE in accordance with the requirements for all notices pursuant to this Agreement as set forth below.
- DISTRICT OF LOCATION shall obtain whatever releases, prescriptions, or other legal documents that are necessary for DISTRICT OF LOCATION to provide services pursuant to this Agreement and to render full reports concerning the education and progress of the student(s).
- 8. DISTRICT OF LOCATION agrees to furnish to the State all reports, audits, etc. required to make determination as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such material shall be furnished at such times as are required by the State. DISTRICT OF LOCATION agrees to provide the State access to all relevant records which the State requires to determine either DISTRICT OF LOCATION's or DISTRICT OF RESIDENCE's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of this Agreement or the performance of obligations under this Agreement. DISTRICT OF LOCATION agrees to retain all materials and records relevant to the execution or performance of this Agreement in accordance with the provision or section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.
- 9. DISTRICT OF LOCATION agrees to furnish written reports of each pupil's educational progress to DISTRICT OF RESIDENCE. DISTRICT OF LOCATION will render such reports to DISTRICT OF RESIDENCE at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by DISTRICT OF RESIDENCE. At a minimum, all reports shall be furnished at the end of each semester, i.e. January 31st and June 30th. Any and all reports shall be furnished upon termination of this

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

#### C. COMPENSATION:

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

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

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

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

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

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

#### D. <u>CONFIDENTIALITY</u>:

 DISTRICT OF LOCATION, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF LOCATION, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. DISTRICT OF LOCATION further agrees that any information received by DISTRICT OF LOCATION, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF RESIDENCE, its employees, agents, clients, and/or students will be treated by DISTRICT OF LOCATION, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

- 2. DISTRICT OF RESIDENCE, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF RESIDENCE, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. DISTRICT OF RESIDENCE further agrees that any information received by DISTRICT OF RESIDENCE, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF LOCATION, its employees, agents, clients, and/or students will be treated by DISTRICT OF RESIDENCE, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
- 3. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
- 4. Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

#### E. REPRESENTATIONS:

1. All employees of DISTRICT OF LOCATION shall be deemed employees of DISTRICT OF LOCATION for all purposes and DISTRICT OF LOCATION alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF LOCATION acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF RESIDENCE. DISTRICT OF LOCATION shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, DISTRICT OF LOCATION will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. DISTRICT OF RESIDENCE, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal

- Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
- 2. All employees of DISTRICT OF RESIDENCE shall be deemed employees of DISTRICT OF RESIDENCE for all purposes and DISTRICT OF RESIDENCE alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF RESIDENCE acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF LOCATION. DISTRICT OF RESIDENCE shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, DISTRICT OF RESIDENCE will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. DISTRICT OF LOCATION, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
- 3. Neither DISTRICT OF LOCATION nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

#### G. INSURANCE:

- Notwithstanding any terms, conditions or provisions, in any other writing between
  the parties, DISTRICT OF LOCATION hereby agrees to effectuate the naming of
  DISTRICT OF RESIDENCE as an additional insured on DISTRICT OF LOCATION's
  commercial general liability and excess liability insurance policies. If the policy is
  written on a claims-made basis, the retroactive date must precede the date of the
  contract.
- 2. The policy naming DISTRICT OF RESIDENCE as an additional insured shall:
  - i. be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State.
  - ii. state that DISTRICT OF LOCATION's coverage shall be primary and noncontributory coverage for DISTRICT OF RESIDENCE, its Board, employees and volunteers.
- 3. DISTRICT OF RESIDENCE shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with DISTRICT OF RESIDENCE. A completed copy of the endorsement must be attached to the certificate of insurance.
- 4. The certificate of insurance must describe the specific services provided by DISTRICT OF LOCATION that are covered by the liability policies.

- 5. At DISTRICT OF RESIDENCE's request, DISTRICT OF LOCATION shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, DISTRICT OF LOCATION will provide a copy of the policy endorsements and forms.
- 6. DISTRICT OF LOCATION agrees to indemnify DISTRICT OF RESIDENCE for any applicable deductibles and self-insured retentions.

#### 7. Required Insurance:

#### a. Commercial General Liability Insurance:

\$1,000,000 per occurrence/\$2,000,000 aggregate with coverage for sexual misconduct.

#### b. Automobile Liability:

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

# c. Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits/N.Y.S. Paid Family Leave Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.

# d. Professional Errors and Omissions Insurance:

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of DISTRICT OF LOCATION performed under the contract for DISTRICT OF RESIDENCE. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

# e. Umbrella/Excess Insurance:

\$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

8. DISTRICT OF LOCATION acknowledges that failure to obtain such insurance on behalf of DISTRICT OF RESIDENCE constitutes a material breach of contract.

DISTRICT OF LOCATION is to provide DISTRICT OF RESIDENCE with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of DISTRICT OF RESIDENCE to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by DISTRICT OF RESIDENCE.

 DISTRICT OF RESIDENCE is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). DISTRICT OF LOCATION further acknowledges that the procurement of such insurance as required herein is intended to benefit not only DISTRICT OF RESIDENCE but also NYSIR, as DISTRICT OF RESIDENCE's insurer.

#### H. MISCELLANEOUS

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

#### To DISTRICT OF RESIDENCE:

Ms. Elisa Pellati, C.P.A. Asst. Supt. for Business West Islip Public Schools 100 Sherman Avenue West Islip, New York 11795

#### To DISTRICT OF LOCATION:

Ms. Erin Goldthwaite Assistant Supt. for Pupil Personnel Services Syosset Central School District P.O. Box 9029 Syosset, New York 11791

- 2. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 3. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
- 4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 5. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

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

#### 1. AUTHORIZATION TO ENTER INTO AGREEMENT

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

of DISTRICT OF RESIDENCE with full legal rights, power and authority to enter into this Agreement on behalf of DISTRICT OF RESIDENCE and bind DISTRICT OF RESIDENCE with respect to the obligations enforceable against DISTRICT OF RESIDENCE in accordance with its terms.

	west istip Public Schools	
Date:	Ву:	
	Syosset Central School Dis	trict
Date:	Ву:	

# FIRST AMENDMENT TO THE LEASE AGREEMENT

This Amendment is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Board of Education, West Islip Union Free School District, Town of Islip, Suffolk County, New York, a municipal corporation existing under and by virtue of the laws of the State of New York, having its principal office at 100 Sherman Avenue, West Islip, Suffolk County, New York 11795 (hereinafter referred to as the "DISTRICT"), and The Bridges Academy, a New York not for profit organization having its principal office at the Building (as hereinafter defined), (hereinafter referred to as "BRIDGES").

WHEREAS, the DISTRICT and BRIDGES entered into a lease agreement, dated September 7, 2023, incorporated by reference herein, for certain areas within the Paul E. Kirdahy Elementary School (the "Lease Agreement"); and

WHEREAS, the DISTRICT and BRIDGES have agreed to amend the Lease Agreement to include additional leased space in accordance with Section 6 of the Lease Agreement; and

WHEREAS, the DISTRICT has determined and by approval of this amendment does hereby declare that the Premises as set forth in this Amendment to the Lease Agreement ("Second Amendment") is not currently needed for school district purposes and that this Second Amendment is in the best interests of the DISTRICT.

**NOW, THEREFORE**, the DISTRICT and BRIDGES hereby agree to the following amendments which shall take effect July 1, 2023:

1. In addition to other property more fully set forth in the Lease Agreement, for the period of July 1, 2023 through June 30, 2024, the DISTRICT hereby leases to BRIDGES and BRIDGES hereby leases from the DISTRICT Room 102. The parties stipulate that Room 102

consists of 816 Square Feet. During the period of this Lease Agreement, Room 102 shall be deemed part of the "Demised Premises" under the Lease Agreement.

- 2. In addition to the rent amount ore fully set forth in the Lease Agreement, for the period of July 1, 2023 through June 30, 2024, the Additional Rent for Room 102 shall be a monthly base rent of \$940.44, for a total annual base rent of \$11,285.28.
- 3. Except as amended herein, the underlying Lease Agreement shall remain in full force and effect.

IT IS UNDERSTOOD AND AGREED that the covenants contained in this Amendment to the Lease shall be binding upon the parties hereto and upon their respective successors.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be signed and executed by their fully appointed officers.

	WEST ISLIP UNION FREE SCHOOL DISTRICT
Dated:	By:Anthony Tussie, President
	BRIDGES LONG ISLAND
Dated:	By:

#### Information for West Islip BOE Meeting - NOV 2023

The Museum has received available funding from a private financial firm located in West Islip to specifically fund field trips to MacArthur Airport as a part of its pilot year. The funding available, amounting to \$1,500 must be utilized for student attendance (approximately 100 students valued at \$15/student).

#### **Program Background:**

The Cradle of Aviation Museum and MacArthur Airport aim inspire students to consider career pathways in aviation and aerospace through interactive education experiences.

#### Partnership Overview:

The Cradle of Aviation Museum in collaboration with the Town of Islip, MacArthur Airport designed an educational platform where students located on Long Island's East End can better access hands-on, inquiry-based STEM program opportunities with a special focus on aviation and aerospace.

With a special focus on grades 5 - 12, local school districts will have the ability to select programs best suited to their curriculum goals and student needs to ensure a high quality and memorable experience.

#### The goals of these programs are:

- Increase student understanding of career pathways and opportunities in aviation and aerospace with an emphasis on our Long Island region.
- Illustrate how academics connect to real-world challenges and problem solving.
- Create and implement exciting STEM learning opportunities through interactive engagement.
- Introduce the airport as a learning center.

RESOLUTION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT, NEW YORK, ADOPTED NOVEMBER 14, 2023, CALLING A SPECIAL DISTRICT MEETING TO AUTHORIZE THE EXPENDITURE OF MONEYS FOR SCHOOL PURPOSES AND THE LEVY OF A TAX THEREFOR.

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

Section 1. A Special District Meeting of the qualified voters of the West Islip Union Free School District, in the County of Suffolk, New York (the "District"), shall be held within the District, on Tuesday, January 23, 2024, at 7:00 o'clock A.M. (Prevailing Time) at the West Islip High School, 1 Lions Path, West Islip, New York; as provided in the Notice calling said Special District Meeting as hereinafter substantially prescribed. The voting at such Special District Meeting shall be by voting machine or paper ballot, as provided by the Education Law, and the polls shall remain open from 7:00 o'clock A.M. to 9:00 o'clock P.M. (Prevailing Time) on said day and as much longer as may be necessary to enable the voters, then present, to cast their votes.

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

Section 3. Said Notice of Special District Meeting shall be substantially in the following form:

#### NOTICE OF SPECIAL DISTRICT MEETING

#### OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT,

#### IN THE COUNTY OF SUFFOLK, NEW YORK

NOTICE IS HEREBY GIVEN that the Board of Education of the West Islip Union Free School District, in the County of Suffolk, New York, has adopted a resolution on November 14, 2023, authorizing a Special District Meeting of the qualified voters of said School District to be held on

# Tuesday, January 23, 2024

from 7:00 o'clock A.M. to 9:00 o'clock P.M. (Prevailing Time) at the West Islip High School, 1 Lions Path, West Islip, New York for the purpose of voting upon the following Bond Proposition:

#### BOND PROPOSITION

#### RESOLVED:

- (a) That the Board of Education of the West Islip Union Free School District, in the County of Suffolk, New York (the "District"), is hereby authorized to expand the existing 5-lane indoor pool to a new 6-lane pool, including all mechanical, electrical, plumbing, and construction requirements, at the West Islip High School, substantially as described in a report prepared for the District by BBS Architects, Landscape Architects & Engineers, P.C., which report is on file and available for public inspection at the office of the District Clerk, the foregoing to include the original furnishings, equipment, machinery, apparatus and ancillary or related site, demolition and other work required in connection therewith; and to expend therefor, including preliminary costs and costs incidental thereto and to the financing thereof, an amount not to exceed the estimated maximum cost of \$13,850,574;
- (b) that a tax is hereby voted in the aggregate amount of not to exceed \$13,850,574 to pay such cost, said tax to be levied and collected in installments in such years and in such amounts as shall be determined by said Board of Education; and

(c) that in anticipation of said tax, bonds of the District are hereby authorized to be issued in the principal amount of not to exceed \$13,850,574 and a tax is hereby voted to pay the interest on said bonds as the same shall become due and payable.

Such Bond Proposition shall appear on the ballot used for voting at said Special District Meeting in substantially the following condensed form:

#### **BOND PROPOSITION**

YES NO

#### RESOLVED:

(a) That the Board of Education of the West Islip Union Free School District, in the County of Suffolk, New York (the "District"), is hereby authorized to expand the existing 5-lane indoor pool to a new 6-lane pool, substantially as described in a report prepared for the District by BBS Architects, Landscape Architects & Engineers, P.C., and to expend therefor, including preliminary costs and costs incidental thereto and to the financing thereof, an amount not to exceed the estimated maximum cost of \$13,850,574; (b) that a tax is hereby voted in the aggregate amount of not to exceed \$13,850,574 to pay such cost, said tax to be levied and collected in installments in such years and in such amounts as shall be determined by said Board of Education; and (c) that in anticipation of said tax, bonds of the District are hereby authorized to be issued in the principal amount of not to exceed \$13,850,574 and a tax is hereby voted to pay the interest on said bonds as the same shall become due and payable.

The voting will be conducted by voting machines or by paper ballots as provided in the Education Law and the polls will remain open from 7:00 o'clock A.M. to 9:00 o'clock P.M. (Prevailing Time) and as much longer as may be necessary to enable the voters then present to cast their ballots.

AND FURTHER NOTICE IS HEREBY GIVEN, that personal registration of voters is required either pursuant to Section 2014 of the Education Law, or pursuant to Article 5 of the Election Law. If a voter has heretofore registered pursuant to Section 2014 of the Education Law and has voted at an annual or special district meeting within the last four (4) calendar years, he or she is eligible to vote at this Special District Meeting. If a voter is registered and eligible to vote under Article 5 of the Election Law, he or she is also eligible to vote at this

Special District Meeting. All other persons who wish to vote must register.

AND FURTHER NOTICE IS HEREBY GIVEN, the voters may register with the Clerk of said School District at her office in the District Administration Office, 100 Sherman Avenue, West Islip, New York 11795, between the hours of 8:00 o'clock A.M. to 4:00 o'clock P.M. (Prevailing Time) when school is in session at any day prior to January 18, 2024 to add any additional names to the Register to be used at the aforesaid Special District Meeting, at which time any person will be entitled to have his or her name placed on such Register provided that at such meeting with the Clerk of said School District he or she is known or proven to the satisfaction of the Clerk of said School District to be then or thereafter entitled to vote at such Special District Meeting for which the Register is prepared. The Register so prepared pursuant to Section 2014 of the Education Law will be filed in the Office of the District Clerk, at her office in the District Administration Office, 100 Sherman Avenue, West Islip, New York 11795, and will be open for inspection by any qualified voter of the District beginning on and after Thursday, January 18, 2024, between the hours of 8:00 o'clock A.M. to 4:00 o'clock P.M., (Prevailing Time), on Saturday, January 20, 2024 by prearranged appointment only between the hours of 10:00 o'clock A.M. and 1:30 P.M. (Prevailing Time), and on January 23, 2024, the day set for the Special District Meeting except Sunday, and at the polling place(s) on the day of the vote.

AND FURTHER NOTICE IS HEREBY GIVEN, that applications for absentee ballots are obtainable at: <a href="www.wi.k12.ny.us">www.wi.k12.ny.us</a> and will be obtainable during school business hours from the District Clerk beginning Tuesday, January 2, 2024; completed applications must be received by the District Clerk no earlier than December 26, 2023 and at least seven (7) days before the Special District Meeting, January 16, 2024, if the ballot is to be mailed to the voter, or the day before the Special District Meeting, January 22, 2024, if the ballot is to be delivered

personally to the voter. Absentee ballots must be received by the District Clerk not later than 5:00 o'clock P.M. (Prevailing Time) on Tuesday, January 23, 2024.

A list of persons to whom absentee ballots are issued will be available for inspection to qualified voters of the District in the Office of the District Clerk on and after Thursday, January 18, 2024, on each day prior to the day set for the Special District Meeting, except Sunday, on Mondays through Fridays between the hours of 8:00 o'clock A.M. and 4:00 o'clock P.M. (Prevailing Time), on Saturday, January 20, 2024 by prearranged appointment only between the hours of 10:00 o'clock A.M. and 1:30 P.M. (Prevailing Time), and on January 23, 2024, the day set for the Special District Meeting. Any qualified voter then present in the polling place may object to the voting of the ballot upon appropriate grounds by making his or her challenge and the reasons therefore known to the Inspector of Election before the close of the polls.

AND FURTHER NOTICE IS HEREBY GIVEN, that military voters who are not currently registered may apply to register as a qualified voter of the District. An application for registration as a military voter can be requested from Mary Hock, District Clerk, West Islip Union Free School District, 100 Sherman Avenue, West Islip, New York 11795 by mail or e-mail <a href="mailto:m.hock@wi.k12.ny.us">m.hock@wi.k12.ny.us</a> Monday through Friday when school is in session from 8:00 o'clock A.M. to 4:00 o'clock P.M. (Prevailing Time), the application for registration must be received in the office of the clerk no later than 5:00 o'clock P.M. (Prevailing Time) on December 28, 2023, which is the day before the last day for the transmission of military ballots. In the request for an application for registration, the military voter is permitted to designate his/her preference for receiving the application for registration by mail, facsimile transmission or electronic mail.

AND FURTHER NOTICE IS HEREBY GIVEN, that military voters who are qualified voters of the District may submit an application for a military ballot from Mary Hock,

District Clerk, West Islip Union Free School District, 100 Sherman Avenue, West Islip, New

York 11795 by mail or e-mail m.hock@wi.k12.ny.us Monday through Friday when school is in

session from 8:00 o'clock A.M. to 4:00 o'clock P.M. (Prevailing Time); in order to receive a

military ballot, the military ballot application must be received no later than 5:00 o'clock P.M.

(Prevailing Time) on December 28, 2023, which is the day preceding the last day for

transmission of military ballots. In the request for an application for a military ballot, the military

voter is permitted to designate his/her preference for receiving the application for a military

ballot, and the military ballot, by mail, facsimile transmission or electronic mail. All qualified

military voters' ballot application and military ballot must be returned by mail or in person.

Ballots for military voters shall be distributed to qualified military voters no later than December

29, 2023. Military ballots must be received by the District Clerk (1) before the close of the polls,

on Tuesday, January 23, 2024, and must show a cancellation mark of the United States postal

service or a foreign country's postal service, or must show a dated endorsement of receipt by

another agency of the United States Government; or (2) not later than 5:00 o'clock P.M.

(Prevailing Time) on the day of the Special District Meeting and be signed and dated by the

military voter and one witness, with a date ascertained to be not later than the day before the

Special District Meeting.

BY THE ORDER OF THE BOARD OF EDUCATION

Dated: November 14, 2023

Mary Hock District Clerk Section 4. The vote upon the Bond Proposition to be submitted to the qualified voters of the District shall be by voting machines or by paper ballot, and the District Clerk is hereby authorized and directed to have the necessary ballot printed in form corresponding as nearly as may be with the requirements of the Education Law.

Section 5. The proceeds of the bonds authorized pursuant to the Bond Proposition set forth in Section 3 hereof, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the District for expenditures made for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 6. This resolution shall take effect immediately.

\* \* \*

AGENDA ITEM VIII.
APPROVAL A.
SM 11/14/2023
WEST ISLIP PUBLIC SCHOOLS
Section 3000 / Community Relations

3110

#### SUBJECT: SCHOOL SPONSORED MEDIA

As the official spokesperson, the Superintendent or his/her designee shall issue all news releases concerning the District. All statements of the Board will be released through the Office of the Superintendent and/or the Public Relations Specialist.

The Principal of each building is responsible for the preparation of news releases concerning the activities within that building, and for reviewing them with the Public Relations Specialist and/or the Superintendent. Copies of all final news releases will be sent to the Superintendent's Office.

In addition, a regular newsletter may be prepared and mailed to each resident of the School District. Included in the newsletter will be information regarding school activities, a monthly calcular and other items of interest to the community. The Board accepts the funding obligation for the necessary staff and production costs.

Personal appearances, by individual members as a representative of the Board of Education, shall be made only upon authorization of the Board.