

# AGENDA



## BOARD OF EDUCATION

October 7, 2021

Beach Street Middle School  
17 Beach Street

Submitted by:  
Bernadette M. Burns  
*Superintendent of Schools*

*In accordance with the Commissioner's Determination and pursuant to 10 NYCRR 2.60, all in attendance must wear a mask.*

**A G E N D A**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**October 7, 2021**

*Beach Street Middle School*

*West Islip, New York*

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and address required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the September 21, 2021 Planning Session.
- VI. **RECOGNITION**
  - A) School Board Recognition Week ~ *West Islip Board of Education*
- VII. **PERSONNEL**
- VIII. **CURRICULUM UPDATE**
- IX. **REPORT OF BOARD COMMITTEES**
  - A) Education Committee {10/5/2021}
  - B) Finance Committee {10/5/2021}
  - C) Buildings & Grounds Committee {10/5/2021}
  - D) Special Education Committee {10/6/2021}
  - E) Safety Committee {9/21/2021}
  - F) Health and Wellness {9/20/2021}
- X. **FINANCIAL MATTERS**
  - A) Treasurer's Report
- XI. **BUSINESS ITEMS**
  - A) Approval of Budget Transfers
  - B) Approval of Contracts/Agreements 2021-2022
    1. Christine Baudin, M.S. Speech Language Pathologist Consultant Services Contract
    2. East Islip Special Education Services Contract
  - C) Approval of Surplus
    1. Music equipment and books – WIHS, Manetuck, Oquenock, PJBellew
  - D) Approval of Resolutions
    1. Financing of Energy Performance Contract (Noresco, LLC) with Banc of America Public Capital Corp.
  - E) Approval of Change Order
    1. Aventura Construction Corp. (\$3,765.86) West Islip High School
- XII. **PRESIDENT'S REPORT**
  - A) Approval of 2021-2022 Building Emergency Response Plans
  - B) Approval of WITA Memorandum of Agreement re: Pre-K
  - C) Approval of Teamsters 237 Clerical Memorandum of Agreement re: title change
  - D) Approval of Stipulation of Settlement and Release – Student A

*In accordance with the Commissioner's Determination and pursuant to 10 NYCRR 2.60, all in attendance must wear a mask.*

- XIII. **SUPERINTENDENT'S REPORT**
- XIV. **NOTICES/REMINDERS**
- XV. **OTHER ITEMS FOR BOARD MEMBERS INFORMATION**
- XVI. **INVITATION TO PUBLIC** – *The public, at this time, is invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards {name and address required}. Due to restrictions on in-person attendance, residents are encouraged to submit their questions prior to the meeting at [wi.officeofsuperintendent@wi.k12.ny.us](mailto:wi.officeofsuperintendent@wi.k12.ny.us) or [boe@wi.k12.ny.us](mailto:boe@wi.k12.ny.us). This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.*
- XVII. **EXECUTIVE SESSION** – *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session to consider any items for which a vote is required.*
- XVIII. **CLOSING** - Adjournment

**PLANNING SESSION  
MEETING OF THE BOARD OF EDUCATION  
September 21, 2021 – Beach Street Middle School**

AGENDA ITEM V.  
MINUTES  
RM 10/7/2021

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

ABSENT: None

ADMINISTRATORS: Mrs. Burns, Mrs. Morrison, Mrs. Pellati, Mr. Taylor

ABSENT: None

ATTORNEY: None

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Meeting called to order at 7:30 p.m.

**APPROVAL OF MINUTES**

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve the minutes of the September 9, 2021 Regular Board Meeting.

**PERSONNEL**

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: REGULAR SUBSTITUTE: Lisa Chianese, Elementary, effective August 31, 2021 through June 30, 2022 (PJB; Step 1A<sup>1</sup>; replacing Amanda Harvey {reassigned}).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: PROBATIONARY APPOINTMENT: Lisa Minozzi, Pre-K, effective September 27, 2021 to September 26, 2025 (Manetuck; Step 5; new position).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: PROBATIONARY APPOINTMENT: Theresa Conrow, Pre-K, effective September 13, 2021 to September 12, 2025 (Oquenock; Step 1; new position).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: PROBATIONARY APPOINTMENT: Natalie Meyer, Pre-K, effective September 13, 2021 to September 12, 2025 (Bayview; Step 1; new position).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: \*Bryan Accettella, Maintenance Mechanic III, effective October 6, 2021 (Maintenance; Step 1; replacing K. Daidone {Maintenance Mechanic IV}).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Lisa Baynon, Part Time Office Assistant, effective September 22, 2021 (High School; Step 12; replacing L. Tramantano {retired}).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Lauren DeMarco, Cafeteria Aide, effective September 17, 2021 (High School; Step 1; replacing S. DeLange {resigned}).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Brianna Heffernan, School Nurse, effective October 7, 2021 (Floater; Step 1; replacing R. Beisner {retired}).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: James MacInness, Cafeteria Aide, effective September 20, 2021 (Paul J. Bellew; Step 1; replacing K. Creitz {Teaching Assistant}).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: \*Kristen Romey, Cafeteria Aide, effective September 23, 2021 (Paul J. Bellew; Step 1; replacing L. Hughes {High School}).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: \*Sarah Tammone, Cafeteria Aide, effective September 24, 2021 (Oquenock; Step 1; replacing J. Pelletier {Teacher Aide}).

Motion was made by Richard Antonello seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE CUSTODIAN (\$15/hr.): Sharon Berry, effective September 22, 2021.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: INTRAMURAL STAFF 2021-2022:

|                   |                 |                  |
|-------------------|-----------------|------------------|
| George Botsch     | Vanessa Lillis  | Thomas Powers    |
| Brian Cameron     | Vincent Luvera  | Colleen Reilly   |
| John Denninger    | James McManus   | Jeremy Robertson |
| James Dooley      | Steve Mileti    | Beth Sherwood    |
| Kristin Doherty   | Melinda Monahan | Deborah Throo    |
| Nicholas Grieco   | Joseph Nicolosi | Anthony Yuli     |
| Josephine Hassett | Joanne Orehosky |                  |
| James Klimkoski   | Edward Pieron   |                  |

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: INSTRUCTIONAL SWIM AND FAMILY SWIM PROGRAM 2021-2022: LIFEGUARDS (\$15 per hour):

|                  |                 |                   |
|------------------|-----------------|-------------------|
| Gianna Aliani    | Michael DePinto | Lee Parascandola  |
| Colin Beanland   | Logan Figueroa  | Bella Parasmo     |
| Jarrett Bosch    | Robert Govier   | Vincent Puglisi   |
| Kiarra Branigan  | Caylee Klimusko | Isabella Randazzo |
| Drake Castonguay | Makayla Lynam   | Noel Silva        |
| Makayla Comer    | Isabella Magee  | Joseph Washington |
| Anna Curley      |                 |                   |

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$130 per diem): \*Grixon Moreira, effective September 22, 2021, student teacher.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Long Island Tutorial Services Consultant Services Contract 2021-2022.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Resolution re: funding for fiscal year ended June 30, 2021 from Unassigned Balance.

Be it resolved, that the Board of Education hereby authorizes funding for the fiscal year ended June 30, 2021 from Unassigned Fund Balance as follows;

- To the Reserve for Employee Retirement Contribution – an amount not to exceed \$1,100,000
- To the Reserve sub-fund for Teachers' Retirement Contribution System – an amount not to exceed \$1,100,000
- To the Reserve for Employee Benefit Accrued Liability – an amount not to exceed \$200,000
- To the Reserve for Workers' Compensation – an amount not to exceed \$1,400,000
- To the Reserve for Unemployment – an amount not to exceed \$650,000
- To the Capital Reserve – an amount not to exceed \$2,000,000

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Advanced Cardiovascular Diagnostics Consultant Services Contract 2021-2022 pending legal review.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Executive Session at 7:34 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:40 p.m. on motion by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Meeting adjourned at 8:40 p.m. on motion by Richard Antonello, 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                    CHANGE IN TITLE**

Kimberly Crouch, Instructional Support Services  
Effective October 8, 2021  
(Districtwide; new position; change from English Teacher)

**T-2                    PROBATIONARY APPOINTMENT**

Annmarie Katzer, Reading  
Effective October 18, 2021 to October 17, 2025  
(Oquenock; Step 1A<sup>1</sup>; replacing K. Moon {resigned})

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

**TEACHING ASSISTANTS**

**TA-1                    PROBATIONARY APPOINTMENT**

Mollie Healey, STEM  
Effective October 8, 2021 to October 7, 2025  
(Paul J Bellew; Step 5; replacing P. Brady {retired})

**CIVIL SERVICE**

**CL-1                    RESIGNATION**

Mary Perez, Cafeteria Aide  
Effective September 17, 2021  
(Manetuck)

**CL-2                    TERMINATION**

Louis Marsillo, Security Guard  
Effective September 22, 2021  
(District Wide)

**CL-3                    PROBATIONARY APPOINTMENT**

Veronica Ferrante, Part-Time Food Service Worker  
Effective October 8, 2021  
(Beach Street; \$15.13/hr; replacing T. Allen {resigned})

\*Diana Harkin, Special Education Aide  
Effective October 20, 2021  
(Beach Street; Step 1; replacing A. Rossi {Teacher Aide})

*\*Conditional pending fingerprinting clearance*

CIVIL SERVICE, continued

**CL-3**                    **PROBATIONARY APPOINTMENT, continued**

\*Mary Jansons, Part-Time Food Service Worker  
Effective October 18, 2021  
(Paul J. Bellew; \$15.13/hr; replacing M. Jackala {Paraprofessional})

Caroline LaManna, Cafeteria Aide  
Effective October 8, 2021  
(Manetuck; Step 1; replacing M. Perez {resigned})

Jennifer Mackin, Part-Time Food Service Worker  
Effective October 12, 2021  
(Manetuck; \$15.13/hr; replacing R. Grasso {resigned})

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

Gabriel Eatz, effective October 8, 2021

**OTHER**

**MENTOR PROGRAM 2021-2022**

Karen McCarthy, Coordinator

Mentor (\$1030 Stipend)

Robin Caputo (Grace Bolin, Elementary)  
Lindsay Simonton (Jamiee Connors, Elementary)  
Evelyn Hanlon (Dara Depouli, Counseling)  
Mary Berger (Nicole Devine, Elementary)  
Jennifer Suriano (Anna Domingo, World Languages)  
Brian Haldenwang (Michael Fusaro, Science)  
Kerri Ierardi (Beth Gewirtz, Elementary)  
Kristin Caulfield (Dana Gillman, Art)  
Noreen Matthews (Daniel Gschwind, Social Studies)  
Caitlin DeGirolamo (Jade Lawrence, Elementary)  
Debra Magee (Dana Levine, Psychologist)  
Elena Iacobellis (Monica Mangogna, World Languages)  
Susan Burkart (Gabiella Mescia, Elementary)  
Ryan Vollmuth (Brendan O'Connell, Social Worker)  
Theresa Robertson (Carly Racanelli, Social Worker)  
Paulina Zarokostas (Alexandra Ragin, Counseling)  
Beth Crimi (Daniel Varney, Science)

**ENRICHMENT INSTRUCTORS FALL 2021** (\$275 per session)

Justin DeMaio (LEGOS I & II)  
Danielle Dischley (Got Science I & II)  
Michelle Edgley (Soak & Scrub, Blast Off)  
Christine Maniscalco (Coding is Cool, Coding for Kids)  
Theresa Robertson (Creative Cooking I & II)

*\*Conditional pending fingerprinting clearance*



OTHER, continued

CLUBS/ADVISORS 2021-2022

UDALL ROAD MIDDLE SCHOOL

Art Club, Gregory Ziems  
Activities Grade 6, Thomas Loudon  
Activities Grade 7 & 8, Kristine Hagens  
Chess and Game Club, Thomas Loudon  
Costume Director, Shane O'Neill

UDALL ROAD MIDDLE SCHOOL

Current Events, Deborah Pulitano  
Drama Director, Justin DeMaio  
Drama Director, Shane O'Neill  
Homework Club Grade 6, Amy Harvey  
Homework Club Grade 7 & 8, Janet Renganeschi  
International Club, Kristina Rocco  
Mathletes Grade 7 & 8, Lawrence Sciarrino  
Mindfulness Club, Melissa Morales  
Musical Director, Justin DeMaio  
National Junior Honor Society, Danielle Dischley  
School Store, Denise LaMattina  
Science Olympiads, Kristine Hagens  
Set Design, Justin DeMaio & Shane O'Neill {shared}  
Student Council Grade 6, Thomas Loudon  
Student Council Grade 7-8, Kristine Hagens  
Yearbook, Theresa Robertson  
Yearbook/Newspaper Photographer, Michael Taranto  
Yoga Club, Kristen Finnegan

EARLY WINTER 2021-2022 MIDDLE SCHOOL COACHES

GIRLS VOLLEYBALL

Tara Annunziata, 7-8 Udall Coach  
Erin Harris, 7-8 Beach Coach

BOYS BASKETBALL

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

CHEERLEADING

Jennifer Basile, 7-8 Udall Coach  
Jillian Bohnaker, 7-8 Beach Coach

WINTER 2021-2022 HIGH SCHOOL COACHES

GIRLS BASKETBALL

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

OTHER, continued

WINTER 2021-2022 HIGH SCHOOL COACHES, continued

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  
Rob Ulrich, J.V. 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

GIRLS WINTER TRACK

Michelle Studley, Varsity Coach  
Gregory Ziems, Assistant Varsity Coach

KICKLINE

Jessica Cichy, Varsity Coach

CHEERLEADING

Dina Barone, Varsity Coach  
Lauren Brady, Assistant Varsity Coach  
Priscilla McBride, J.V. Coach  
Nicole Shaw, Assistant J.V. Coach

LATE WINTER 2022 MIDDLE SCHOOL COACHES

GIRLS BASKETBALL

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

WRESTLING

Thomas Longobardi, 7-8 Udall Coach  
Paul Vasaturo, 7-8 Beach Coach

BOYS VOLLEYBALL

James Klimkoski, 7-8 Udall Coach  
Erin Harris, 7-8 Beach Coach

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2021**, 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 Christine Baudin., M.S. Speech Language Pathologist (hereinafter the "CONSULTANT"), having a principal mailing address of 4 Roads End, Glen Head, New York 11545.

A. TERM

1. The term of this Agreement shall be from **July 1, 2021 through June 30, 2022** and inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

### C. SERVICES AND RESPONSIBILITIES

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

#### **District-wide services as per attached 2021-2022 rate sheet**

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

### D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation – **As per attached 2021-2022 rate sheet**

### E. INSURANCE

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

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

2. CONSULTANT shall provide the DISTRICT 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.

Christine Baudin, M.S.

West Islip Union Free School District

BY:



Christine Baudin, M.S.

BY:



President, Board of Education

Christine Baudin, M.S., CCC-SLP  
Speech-Language Pathologist  
License 009500  
Augmentative Communication Specialist  
Assistive Technology Provider  
4 Roads End  
Brookville, NY 11545  
(609) 367-2140  
christinebaudin@yahoo.com

Rate Sheet for Contractual Services

West Islip School District

2021-2022 School year

\$175 Hourly rate for consultative services and 1:1 therapy, staff trainings for a student, and any programming or other indirect time such as attendance at meetings, phone/virtual meetings/conferences, etc.

\$250 Hourly for multiple hour staff trainings (for example on staff development days).

\$1,200 Flat rate for comprehensive AAC or AT evaluation. Includes report.

 M.S. CCC/SLP

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Christine Baudin, M.S., CCC-SLP

9/9/21

**Supplemental Agreement between the**  
**WEST ISLIP UNION FREE SCHOOL DISTRICT**  
**and**  
**Christine Baudin, M.S. (Speech Language Pathologist)**

Supplemental Agreement dated this **1st** day of **July, 2021** between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Christine Baudin, M.S.** (the "Contractor") 4 Roads End, Glen Head, New York 11545.

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

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

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

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d.
  - a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c), and in reference to the party to this Agreement shall mean the WEST ISLIP UNION FREE SCHOOL DISTRICT.
  - b. "Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean Christine Baudin, M.S. (Speech Language Pathologist).
  - c. "Student" means any person attending or seeking to enroll in an Educational Agency.
  - d. "Student Data" means Personally Identifiable Information of a "Student."
  - e. "Eligible Student" means a Student who is eighteen years or older.
  - f. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.



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

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

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

j. "Personally Identifiable Information" shall have the following meanings:

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

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](mailto: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), the District has developed the following “supplemental information” for the Agreement with the Contractor:

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the exclusive purpose(s) of performing Contractor’s obligations under this Agreement.
- b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and/or the data protection and security requirements set forth in Education Law §2-d.

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

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

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

*All files will be stored in a locked cabinet and/or on computer in password protected files*

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

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

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

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

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

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

ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or

institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

**Christine Baudin, M.S.**

**WEST ISLIP UFSD**

By: 

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

Print Name: Christine Baudin, M.S. CCC-SLP

Print Name: Anthony Tussie

Title: Speech-Language Pathologist

Title: President, Board of Education

Date: 9-25-21

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

## SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this 22<sup>nd</sup> day of September, 2021 by and between the Board of Education of the East Islip Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 1 Craig B. Gariepy Avenue, Islip Terrace, New York, 11752 and the Board of Education of the West Islip Union Free School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795.

### WITNESSETH

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

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

**NOW, THEREFORE**, the parties mutually agree as follows:

- A. **TERM:** The term of this Agreement shall be from September 2, 2021 through June 30, 2022 inclusive, unless terminated earlier as provided for in this Agreement.
- B. **SERVICES AND RESPONSIBILITIES:**
  1. The DISTRICT OF LOCATION shall develop 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 attached as Schedule "B".
    - a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

C. **COMPENSATION:**

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

The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule "A" pursuant to the Agreement and the IESP attached as Schedule "B" in accordance with the Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.

2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

D. **TERMINATION**

This Agreement may be terminated by written notice of either party if (1) Schedule "A" has been deleted so that there are no students of the DISTRICT OF RESIDENCE entitled to special education services from the DISTRICT OF LOCATION, or (2) the State Education Department has issued guidelines to school district governing the provision of special education services pursuant to Education Law 3602-c.

E. 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:  
100 Sherman Avenue, West Islip, NY 11795

To DISTRICT OF LOCATION:  
1 Craig B. Gariepy Avenue, Islip Terrace, NY 11752

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
3. 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.
4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration 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.
5. 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.
6. This Agreement, along with the attached Schedules "A" and "B", 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.
7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.




9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

**DISTRICT OF RESIDENCE**

**DISTRICT OF LOCATION**

\_\_\_\_\_  
By:  
President Board of Education  
West Islip Union Free School District

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

  
\_\_\_\_\_  
By: Christopher Zachry  
President Board of Education  
East Islip Union Free School District

Date: 9.22.21



**WI**  
**WEST ISLIP PUBLIC SCHOOLS**  
**DEPARTMENT OF ART AND MUSIC EDUCATION**



*Mr. Eric R. Albinder, Director*  
*1 Lion's Path, West Islip, NY 11795*  
*Email: e.albinder@wi.k12.ny.us*  
*Phone: (631)504-5806 • Fax: (631)893-3270*

**Memorandum**

**To:** Elisa Pellati, Assistant Superintendent for Business

**From:** Eric Albinder

**Date:** September 3, 2021

**Re:** Surplus of Musical Instruments

---

I would like to request the surplus of the following musical instruments that are located at West Islip High School and Paul J. Bellew Elementary School. These instruments are extremely old, non-functional, and are beyond the expense for repairs:

Baritone Horn B36- M0437X  
Baritone Horn WIBH95297-519947  
Baritone Horn WIBH0047-06297  
Baritone Horn B11-519939  
Baritone Horn B1-692449  
Baritone Horn 450249 (no case)  
4/4 Cello – Reghin  
Cello 368  
Cello – Grunsfeld 070822-2  
Cello – Grunsfeld 070822-3  
String Bass – Hofner 19  
String Bass – Grunsfeld 070928B10



**WI**  
**WEST ISLIP PUBLIC SCHOOLS**  
**DEPARTMENT OF ART AND MUSIC EDUCATION**



*Mr. Eric R. Albinder, Director*  
*1 Lion's Path, West Islip, NY 11795*  
*Email: e.albinder@wi.k12.ny.us*  
*Phone: (631)504-5806 • Fax: (631)893-3270*

**Memorandum**

**To:** Elisa Pellati, Assistant Superintendent for Business

**From:** Eric Albinder

**Date:** September 30, 2021

**Re:** Surplus of Musical Instrument & Textbooks

---

I would like to request the surplus of a baritone horn that is located at Oquenock Elementary School. This instrument is completely dented, valves frozen, and beyond the expense for repairs.

Dynasty USA Baritone Horn – serial #60938 (no case)

In addition, I would like to request the surplus of the following textbooks located at Manetuck Elementary School. These books are very old and outdated.

131 books – “Music and Me” – 5<sup>th</sup> grade, Silver Burdett & Ginn publishers.

:

**RESOLUTION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT, NEW YORK (THE "SCHOOL DISTRICT") DECLARING THE FINDINGS OF THE SCHOOL DISTRICT WITH RESPECT TO THE PROPOSALS RECEIVED FOR THE FINANCING OF THE SCHOOL DISTRICT'S ENERGY PERFORMANCE CONTRACT WITH NORESCO, LLC. AND MAKING CERTAIN OTHER DETERMINATIONS IN CONNECTION THEREWITH.**

THE BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT, SUFFOLK COUNTY, NEW YORK, HEREBY RESOLVES (by a majority vote of all the members of said Board) AS FOLLOWS:

Section 1. Following the solicitation of proposals, the Board of Education of the West Islip Union Free School District (the "School District") received proposals from three (3) firms to provide financing for the cost of the energy conservation measures to be implemented under the Energy Performance Contract (the "Agreement"), dated January 2021, between the School District and Noresco, LLC.

Section 2. Following a discussion of the Board of Education of the School District, and based upon the written recommendation received from Capital Markets Advisors, LLC, the School District's Municipal Advisor, it is hereby determined that the proposal received from Banc of America Public Capital Corp or its wholly-owned subsidiaries or affiliates (the "Lessor") is hereby accepted subject to the negotiation of one or more lease purchase agreements approved by counsel.

Section 3. The President of the Board of Education, the Vice President of the Board of Education, the Superintendent of Schools, the Assistant Superintendent for Business

and/or District Treasurer (collectively the “Authorized Representatives” and individually, the “Authorized Representative”), acting on behalf of the School District and with the advice of counsel, are hereby authorized to negotiate, enter into, execute, and deliver one or more lease purchase agreements (collectively, the “Equipment Lease”) with the Lessor. The Authorized Representatives are hereby further authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements), as the Authorized Representatives deem necessary and appropriate with the advice of counsel. All other related contracts and agreements necessary and incidental to the Equipment Lease are hereby authorized, and such documents shall be filed in the office of the District Clerk and made available for public inspection.

Section 4. The aggregate original principal amount of the Equipment Lease shall not exceed the \$8,968,550.00 and shall bear interest and mature as set forth in the respective Equipment Lease.

Section 5. The School District’s obligations under the Equipment Lease shall be subject to annual appropriation or renewal by the Board of Education of the School District as set forth in each Equipment Lease and the School District’s obligations under the Equipment Lease shall not constitute a general obligation of the School District or indebtedness under the Constitution or laws of the State of New York.

Section 6. The proceeds of the Equipment Lease may be applied to reimburse the School District for expenditures made after the effective date of this resolution for the purpose for which said proceeds are authorized, or on or prior to such date if the Board of Education of the School District has adopted a prior statement of intent to issue lease obligations for such

purpose. 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 7. The Authorized Representatives are hereby authorized to take any and all other actions necessary in connection with the Agreement, the Equipment Lease, and all matters related thereto.

Section 8. This resolution shall take effect immediately.

\* \* \*

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

AYES:

NOES:

The resolution was declared adopted.

\*\*\*\*\*

# CHANGE ORDER

AIA DOCUMENT G701

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

SED No. 58-05-09-03-0-008-037

Project Manager, Josh Staples

PROJECT: West Islip UFSD  
 (name, address) Phase 5 Bond Work at  
 West Islip High School

CHANGE ORDER NUMBER: 1

DATE: April 28, 2021

TO CONTRACTOR: Aventura Construction Corp.  
 (name, address) 1101 Waverly Avenue  
 Holtsville, NY 11742

ARCHITECT'S PROJECT NO.: 19-336a

CONTRACT DATE: May 7, 2020

CONTRACT FOR: Mechanical

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

1. Owner Request. Credit balance of remaining Lump Sum Allowance. Deduct. ... (\$3,765.86)

**Total Deducted Cost ..... (\$3,765.86)**

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was ..... \$ 66,900.00  
 Net change by previously authorized Change Orders ..... \$ 0.00  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was ..... \$ 66,900.00  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increase~~) (~~decrease~~)  
~~(unchanged)~~ by this Change Order in the amount of ..... \$ (3,765.86)  
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be ..... \$ 63,134.14  
 The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero ( 0 ) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.


**BBS** ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS PC

Burton Behrendt & Smith, PC  
 ARCHITECT  
 244 E. Main Street  
 Address  
 Patchogue, NY 11772

Aventura Construction Corp.  
 CONTRACTOR  
 1101 Waverly Avenue  
 Address  
 Holtsville, NY 11742

West Islip UFSD  
 OWNER  
 100 Sherman Avenue  
 Address  
 West Islip, NY 11795

By   
 Frederick W. Seeba, P.E., LEED AP

By   
 Marni DeMayo

By \_\_\_\_\_

Date 4/28/21  
 (631) 475-0349

Date 8/31/21  
 631-654-0660

Date \_\_\_\_\_  
 631-893-3200

**MEMORANDUM OF AGREEMENT**

**WHEREAS** the West Islip Union Free School District ("District") and the West Islip Teachers' Association, ("WITA") are parties to a Collective Bargaining Agreement which expires June 30, 2022 ("CBA"); and

**WHEREAS**, the parties have conferred regarding the District's intent to expand the Pre-Kindergarten ("Pre-K") program in the District; and

**WHEREAS**, the parties wish to memorialize an agreement they have reached with respect to and the implications the implementation of a Pre-K program in the District has for WITA members.

**NOW, THEREFORE**, it is hereby agreed as follows:

1. All teachers assigned to a Pre-K teaching position shall be paid 75% of the salary reflected in the salary schedule of the CBA in the column which reflects the Teacher's educational credit and the appropriate step. For the 2021-2022 school year and for as long thereafter as Ms. Elizabeth Hudson shall work a Pre-K position, her salary shall be 100% of the appropriate column and step.

2. Article VI of the Collective Bargaining Agreement shall be amended to add Subdivision Y as follows:

Y. Notwithstanding any provision in this Article to the contrary, the length of the Pre-K Teacher day shall be seven (7) hours. The length of the student day shall be six (6) hours. Such Teacher shall work thirty (30) minutes prior to the start of the student day, and thirty (30) minutes after the conclusion of the student day. Responsibilities of such Teachers after the conclusion of the student day shall be as determined by the District. A Pre-K Teacher shall be entitled to a one (1) hour duty free lunch each day, and two (2) twenty (20) minute preparation periods. Preparation periods will take place during the students' school day (8:15 a.m.-2:15 p.m.).

Supervision of students at arrival and dismissal will constitute the duty requirement for Pre-K Teachers, and such Teachers will not be required to perform any other duty assignment.

The work year for Pre-K Teachers shall be in accordance with the Instructional Calendar developed by the District, except that the District may modify the work year for Pre-K Teachers when doing so is in the best interest of the District but not to exceed the number of days delineated in the Instructional Calendar.



Pre-K class size shall consist of no more than twenty (20) students. For class sizes up to eighteen (18) one (1) Teacher Assistant or Teacher Aide shall be assigned for every classroom. For class sizes of 19-20 students, one (1) Teacher Assistant and one Teacher Aide shall be assigned to every classroom.

Special Area Teachers shall not provide regular instruction to Pre-K students, except in circumstances determined by the District to support the learning provided by the Pre-K Teachers. Pre-K students shall, however, visit the Library on a regular basis as determined by building Administration.

Pre-K Teachers shall prepare progress reports and communicate such to parents at least two (2) times each academic year.

3. Article IX of the Collective Bargaining Agreement shall be modified to provide a new Subdivision as follows:

F. Pre-K Teachers shall not be subject to the terms of this Article IX, except to the extent that they retain their seniority rights in the event that the District determines to excess elementary positions. Any Pre-K Teacher returning from a leave of absence will be placed in a Pre-K position upon their return from such leave unless the Superintendent, in consultation with the President of the Association, determines to make an exception provided it is done so in a manner that is neither discriminatory nor arbitrary, and provided the exception is determined by the Superintendent to be in the best interests of the Teacher and the District.

In the event a teacher hired on or before July 1, 2019 is forced from a K-6 position to a Pre-K position due to excessing, his/her salary shall be at 100% of the appropriate column and step and shall not be reduced to 75% per paragraph 1 above.


4. Except as specifically set forth herein, all other terms and conditions of the Collective Bargaining Agreement applicable to Elementary Teachers of the District shall apply to Pre-K Teachers employed beginning 2021-22 and thereafter.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals this day \_\_\_\_\_ of October 2021.

WEST ISLIP UNION FREE  
SCHOOL DISTRICT

WEST ISLIP TEACHERS' ASSOCIATION

\_\_\_\_\_  
Mr. Anthony Tussie, President  
West Islip Board of Education

  
\_\_\_\_\_  
Joseph Dixon, President  
West Islip Teacher's Association