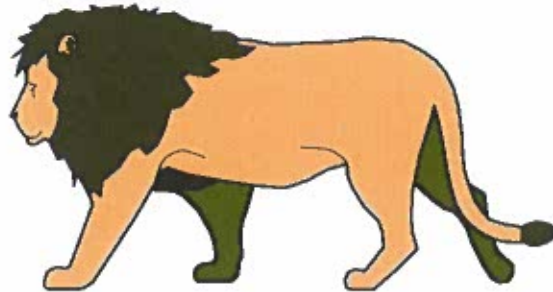


# AGENDA



BOARD OF EDUCATION

November 23, 2021

Beach Street Middle School  
17 Beach Street

Submitted by:  
Bernadette M. Burns  
Superintendent of Schools

**A G E N D A**  
**PLANNING SESSION OF THE BOARD OF EDUCATION**  
**November 23, 2021**

*Beach Street Media Center*

*West Islip, New York*

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- I. CALL TO ORDER
- II. QUORUM COUNT
- III. MINUTES: A motion is needed to approve the minutes of the November 4, 2021 Regular Meeting.
- IV. ANNOUNCEMENTS
- V. PERSONNEL
- VI. APPROVAL
  - A. Surplus: books – Manetuck Library Media Center
  - B. Change Orders
    - 1. Mt. Olympos Restoration Inc.      \$16,000      West Islip High School
    - 2. W.J. Northridge Construction Corp      (\$10,000)      Paul J. Bellew
  - C. South Huntington UFSD Special Education Contact 2021-2022
  - D. WIASA Memorandum of Agreement: negotiated agreement
  - E. Confidential Clerical Employee Memorandum of Agreement: retirement incentive
  - F. Approval of Preliminary Smart Schools Investment Plan Phase II
- VII. EXECUTIVE SESSION: *The Board will adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will reconvene/ act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.*
- VIII. CLOSING – Adjournment

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

**REGULAR MEETING OF THE BOARD OF EDUCATION  
November 4, 2021 – Beach Street Middle School**

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: Mr. Volz

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Meeting was called to order at 7:31 p.m. followed by the Pledge.

**ANNOUNCEMENTS**

Mr. Tussie spoke about the events of the October 7, 2021 Board meeting and the reasons for adjourning the meeting due to disrespectful and inappropriate behavior by some members of the audience.

Mr. McCann spoke about community ties and the West Islip tradition of supporting each other during difficult times and the collective strength of the community.

**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 October 19, 2021 Planning Session.

**RECOGNITION**

Veterans' Day ~ Mrs. Burns and Mr. Tussie recognized Trustee Tom Compitello and school social worker Brendan O'Connell along with other staff members who have served our country in the armed forces.

**PERSONNEL**

Mr. Brian Taylor asked for a motion to approve the 11/4/2021 Personnel Agenda as listed in the backup.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve the 11/4/2021 Personnel Agenda as listed:

TEACHERS

T-1

PROBATIONARY APPOINTMENT

Kaitlin Palmieri, Psychologist  
Effective December 6, 2021 to December 5, 2025  
(High School; Step 3<sup>7</sup>; replacing Allison Murray {resigned})

T-2

PERSONAL LEAVE OF ABSENCE (unpaid)

Christine McCann, Special Education  
Effective November 16, 2021 through June 30, 2022  
(Beach Street)

T-3                    REGULAR SUBSTITUTE  
                         Gabrielle Roberto, English  
                         Effective November 5, 2021 through June 30, 2022  
                         (Udall; Step 1A<sup>1</sup>; Replacing Kimberly Crouch {reassigned})

CIVIL SERVICE

CL-1                    RESIGNATION  
                         Kristen Pyes, Security/Receptionist Paraprofessional  
                         Effective October 28, 2021  
                         (Manetuck)

CL-2                    PROBATIONARY APPOINTMENT  
                         Kathleen Figalora, Part-Time Food Service Worker  
                         Effective November 5, 2021  
                         (Beach Street; \$15.13/hr; replacing T. Allen {resigned})  
  
                         Katherine Keller, Cafeteria Aide  
                         Effective November 5, 2021  
                         (Paul J. Bellew; Step 1; replacing J. MacInness {terminated})

CL-3                    SUBSTITUTE CUSTODIAN (\$15/hr)  
                         Veronica Lopez, effective November 5, 2021  
                         Christine Stone, effective October 9, 2021

CL-4                    SUBSTITUTE NURSE (\$150 per diem)  
                         Martina Cortes, effective November 5, 2021

CL-5                    SUBSTITUTE TEACHER AIDE (\$18.41/hr)  
                         Mitchel Klass, effective November 5, 2021

CL-6                    SUBSTITUTE GUARD (AMENDED)  
                         David Henry, effective October 20, 2021  
                         (change in rate to \$19.54)

CL-7                    SUBSTITUTE ASSISTANT COOK (\$20.51 hr)  
                         Christine Memoli , effective November 5, 2021

CL-8                    SUBSTITUTE MAINTENANCE II (\$30.00 hr)  
                         Guy DiStefano, effective November 5, 2021

OTHER

ADULT EDUCATION FALL 2021  
                         Caylee Klimuszko (Lifeguard) \$20/hr

CLUBS/ADVISORS 2021-2022  
BEACH STREET MIDDLE SCHOOL  
                         Art Club Grade 6 & 7, Jill Culver

MANETUCK  
                         Poetry Club, Gina Castaldo

PAUL J BELLEW  
                         Best Buddies Club, Amy DeJoseph, Theresa Mercado and Rita Manetta (shared)  
                         Drama Club, Shane O'Neill and Karen McCarthy

CLUBS 2021-2022 - PAUL J BELLEW (cont.)

Game Club, Cara Douglas  
Geography Bee, Cara Douglas and Karen McCarthy (shared)  
Mindfulness Club, Rachel Russell and Darlene Squillante (shared)  
Spanish Club, Kristen Amoia  
STEM Club, Kristen Amoia

UDALL ROAD MIDDLE SCHOOL

Be Yourself Club, Dawn Morgan  
Health Club, Tricia Meliti

SUBSTITUTE TEACHER (\$130 per diem)

Matthew Boniberger, effective November 5, 2021  
Isabella Colombo, effective November 5, 2021  
Mitchel Klass, effective November 5, 2021  
Destiny Parsons, effective November 5, 2021  
Alissa Pratt, effective November 5, 2021

RESIGNATION

Gabrielle Roberto, Preferred Substitute  
Effective November 5, 2021

INSTRUCTIONAL SWIM & FAMILY SWIM PROGRAMS 2021-2022

Lifeguard \$15 per hour  
Ty Kennedy

CURRICULUM UPDATE

Mrs. Morrison informed the audience that Superintendent's Conference Day took place on Tuesday, November 2. Elementary classroom teachers were engaged in foundational literacy professional development and special area teachers and support staff were engaged in learning experiences relevant to their areas of responsibility.

At the secondary level, teachers attended self-selected workshops in a variety of subjects for which the majority of the facilitators were West Islip teachers and administrators. Mrs. Morrison thanked the Superintendent's Conference Day planning team and workshop facilitators.

Mrs. Morrison advised that West Islip received training and support through the NYS Office of Mental Health to better assist students. Mrs. Morrison also advised that due to parent concerns regarding access to sensitive content on BrainPOP, designated videos will be blocked to K-8 students for individual use.

Mrs. Morrison congratulated science teacher Brian Haldenwang who was recently featured, in *Pasco Lab Notes*, a monthly newsletter for science educators around the world.

REPORT OF COMMITTEES

Education Committee: Richard Antonello reported on the meeting that took place 11/2/2021. Items reviewed included the K-12 school counseling plan; the Panorama Survey; BrainPOP; and ELA strategies for students.

Finance Committee: Ron Maginniss reported on the meeting held on 11/2/2021. Items reviewed included the September treasurer's report; September extra-curricular report; September financial statements; October internal claims audit report; October system manager audit report; payroll certification forms; and contracts.

Buildings and Grounds: Peter McCann reported on the meeting that took place on 11/2/2021. Items reviewed included the fence project on Montauk Highway and Higbie Lane; the security vestibule at District Office; air

conditioning; the installation of solar panels on school roofs; water damage in a high school art room; and permits for the winter athletic season.

Special Education Committee: Debbie Brown reported on the meeting that took place on 11/3/2021. Items discussed included new entrants.

Audit Committee: Debbie Brown reported on the meeting that took place on 10/19/2021. The district's auditors, R.S. Abrams & Company, LLC attended virtually and reviewed the district's financial statements for year ended June 30, 2021. The district is in good financial condition and received no comments on the audit letter.

Health and Wellness: Peter McCann reported on the meeting that took place on 10/12/2021. Items discussed included the Color Run and the Health and Wellness Newsletter.

## FINANCIAL MATTERS

The treasurer's report for September was presented: beginning balance \$45,078,380.73; ending balance \$43,055,299.36.

Motion was made by Richard Antoniello seconded by Tom Compitello, and carried when all Board members present voted in favor to approve General Fund budget transfers 4098-4103 and Capital Fund budget transfer 4102.

Motion was made by Richard Antoniello seconded by Tom Compitello, and carried when all Board members present voted in favor to approve 2021-2022 SEDCAR Contracts: ADCS, ACLD, Alternatives for Children, Bilinguals Inc/Child & Parent Services, Brookville Center for Children's Services, Building Blocks Developmental Pre-School, Center for Developmental Disabilities, Connetquot Central School District of Islip, Developmental Disabilities Institute, Inc., Eden II Programs, Hagerdorn Little Village School, 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 Association d/b/a All About Kids, Mountain Lake Academy, Nassau Suffolk Services for the Autistic, Inc., The Opportunity Pre-School, Suffolk Department of Social Services, United Cerebral Palsy of Greater Suffolk, Inc., Wood Services.

Motion was made by Richard Antoniello seconded by Tom Compitello, and carried when all Board members present voted in favor to approve the following 2021-2022 Contract: Kidz Educational Services SLP, OT, PT, LMSW, Psychology, Audiology, PLLC.

Motion was made by Richard Antoniello seconded by Tom Compitello, and carried when all Board members present voted in favor to approve food and food equipment price increases due to supply chain crisis.

## PRESIDENT'S REPORT

Mr. Tussie thanked the Color Run volunteers and sponsors.

## SUPERINTENDENT'S REPORT

Mrs. Burns updated the community on recent activities, many of which can be found on the district website: the Color Run, Homecoming, and the All District Concert. The district had a successful athletic season in fall sports, with many teams achieving post-season play.

Mr. Tussie spoke about the role parents play in taking their children to all their activities and thanked the parents for their contributions.

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

Don Marmo - Mr. Marmo questioned the surplus in the general fund and why it is not used to reduce the tax levy. Mrs. Pellati confirmed that the surplus represented 4.37% of appropriations under budget. Mrs. Pellati explained that a budget typically includes several estimates (i.e. health insurance rates, special education costs) and that remaining fund balance are allocated among the district's reserves and can be found on the district website. These healthy reserve balances have put the district in a fiscally sound financial position, have led to a Moody's rating upgrade, and provided beneficial borrowing rates for the debt service.

Nicole Winn - Mrs. Winn requested more opportunities for parents to be involved in student activities during the school day and expressed disappointment that parents could not attend the Halloween parade.

Madeline Curley - Madeline is a seventh grader and expressed that masks do not protect from COVID and there should be more opportunities to take a break from the mask during the school day.

Lisa Curley - Mrs. Curley is seeking a response regarding a mask exemption for her child. Mrs. Curley is appreciative of the removal of BrainPOP videos of a sensitive nature and had a question about a FOIL request. She spoke about a petition that was submitted at the October meeting in which the Board was requested to meet with the attorneys that are representing districts in a lawsuit. Mr. Tussie advised that the district does not plan to participate.

Laura Vetere - Mrs. Vetere stated that parents are scared that someone could vaccinate their children without parental consent. Mr. Tussie advised that there is no plan to do so and Mrs. Burns explained that the district would not administer any medical intervention without parental consent.

Veronique Wallrapp - Mrs. Wallrapp requested information about the trustee election process and individual trustees stand on vaccinating students. Mr. Tussie stated that the Board members would not be responding to such questions.

Kathryn Abbatiello - Mrs. Abbatiello asked the Board to take steps before the vaccine becomes mandated. She requested that the signs in classrooms regarding the vaccine be removed and advised that parents would remove their children from school if the vaccine were to be mandated.

Kristin Calder - Mrs. Calder expressed outrage over the harassment and bullying of children with disabilities and the LGBTQ community.

Al DiBernardo - Mr. DiBernardo thanked Mr. McCann for his remarks at the beginning of the meeting and expressed how both the community and the Board must be open minded and flexible.

Rob Walsh - Mr. Walsh thanked Mr. McCann for his opening statement and for exploring the installation of air conditioning in all buildings. Mr. Walsh apologized to Mrs. LaRosa a misunderstanding about the 10/7/21 Board meeting. He asked a question about a COVID survey to which Mrs. Burns explained that ParentSquare does not reach the entire community.

Catie Florea - Mrs. Florea expressed that children are suffering by wearing a mask and that the COVID numbers are low. She would like the district to advocate for the community. Mr. Tussie advised that the Board would take this under consideration and Mrs. LaRosa encouraged parents to reach out to local legislators.

Nicole Tully - Mrs. Tully shared a letter that the West Babylon School District sent to the governor. She advised the Board to represent all constituents. Mrs. Tully requested that Vaccinate New York stickers be removed from classrooms. Mr. Tussie advised that they would investigate the stickers and stated that all Board decisions are made in the best interest of all children.

Terry Tully - Mr. Tully spoke about CRT/DEI and stated that students are being used as agents of social change, based on information found on the NYSED website.

Kevin Boln - Mr. Boln expressed concerns about a potential vaccine mandate. Mr. Tussie advised that the Board is in constant discussion with legal counsel and each other regarding this issue.

Claudia Worley - Mrs. Worley explained that she will not request a medical exemption for her child because she would be ostracized. Mrs. Worley inquired about how district committees are formed and expressed concerns that resident addresses are printed in the minutes.


Doreen Hantzschel - Mrs. Hantzschel read NYS Board of Regents information regarding DEI, which she feels is not inclusive. Mrs. Hantzschel emphasized the importance of staff development for teachers.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all members present voted in favor to adjourn to Executive Session at 9:52 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 10:57p.m. on motion by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Meeting adjourned at 10:59 p.m. on motion by Richard Antonello, seconded by TomCompoitello and carried when all Board members present voted in favor.

Respectfully submitted by,



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                    PROBATIONARY APPOINTMENT**

Ashley Pope, Technology  
Effective January 3, 2022 to January 2, 2026  
(Beach; Step 1<sup>1</sup>; replacing J. Stidd {resigned})

Seamus Burns, Technology  
Effective March 1, 2022 to February 28, 2026  
(High School; Step 1A<sup>1</sup>; replacing T. Larsen {retired})

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

**T-2                    PROBATIONARY APPOINTMENT (AMENDED)**

Kaitlin Palmieri, Psychologist  
Effective December 13, 2021 to December 12, 2025  
(High School; change in start date)

**T-3                    REGULAR SUBSTITUTE**

Robert Seckler, Special Education  
Effective November 29, 2021 through June 30, 2022  
(Beach; Step 1A<sup>1</sup>; Replacing Christine McCann {LoA})

**T-4                    CHILD-REARING LEAVE OF ABSENCE (unpaid)**

Marissa Villani, Special Education  
Effective January 3, 2022 through June 30, 2022  
(Beach Street)

**TEACHING ASSISTANTS**

**TA-1                    PROBATIONARY APPOINTMENT**

Jennifer Bosch, Computer  
Effective November 24, 2021 to November 23, 2025  
(Beach; Step 5; replacing Megan Regan {resigned})

**TA-2                    RESIGNATION**

Jennifer Delaney, Computer  
Effective November 24, 2021  
(High School)

**CIVIL SERVICE**

**CL-1                    RESIGNATION**

Jennifer Bosch, Teacher Aide  
Effective November 23, 2021  
(Paul J. Bellew)

Cleuzelia D'Asaro, Part-Time Food Service Worker  
Effective November 9, 2021  
(Beach Street)

Lisa Ksiazek, Part-Time Food Service Worker  
Effective November 2, 2021  
(Udall)

**CL-2                    CHANGE IN TITLE**

Dawn Carere, Teacher Aide  
Effective November 24, 2021  
(Paul J. Bellew; Step 8; change from Cafeteria Aide; replacing J. Bosch)

William Delaney, Acting Head Custodian  
Effective October 4, 2021 through October 22, 2021  
(High School; Step 4; change from Custodial Worker III; replacing R. Fabrizio {leave})

William Delaney, Custodial Worker III  
Effective October 25, 2021  
(High School; Step 4; change from Acting Head Custodian)

Keiry Zelaya, Security / Receptionist Aide  
Effective November 24, 2021  
(Manetuck; Step 2, change from Building Aide; replacing K. Pyes {resigned})

**CL-3                    PROBATIONARY APPOINTMENT**

Melissa Belle, Part-Time Food Service Worker  
Effective November 29, 2021  
(Udall; \$15.13/hr; replacing L. Ksiazek {resigned})

Jennifer Delaney, Network & Systems Technician  
Effective November 24, 2021  
(District Wide; \$55,000; replacing K. Jay {resigned})

**CL-4                    LEAVE OF ABSENCE, unpaid**

Lisa MacInness, Special Education Aide  
Effective November 4, 2021 through November 18, 2021  
(Oquenock)

**CL-5                    SUBSTITUTE CLERICAL (\$15/hr)**

Laura Tramantano, effective November 1, 2021

OTHER

PREFERRED SUBSTITUTE

Seamus Burns

Effective November 24, 2021 through February 28, 2022  
(High School; \$168.46/day; replacing G. Roberto {resigned})

SUBSTITUTE TEACHING ASSISTANT (\$85 per diem)

Anthony Page, effective November 19, 2021

SUBSTITUTE TEACHER (\$130 per diem)

Anthony Page, effective November 19, 2021

CLUBS/ADVISORS 2021-2022

BAYVIEW ELEMENTARY SCHOOL

Book Club, Maria Lucie

BEACH STREET MIDDLE SCHOOL

Homework Club Grade 7 & 8, John Kennedy

HIGH SCHOOL

Mindfulness Club, Meghan Schou  
S.A.D.D. Club, Meghan Schou

UDALL ROAD MIDDLE SCHOOL

Beautification Club, Suzanne O'Connor  
Horticulture Club, Kelly Cassese  
Peer Tutoring, Jessica Schwartz  
STEAM Club, Nicole Costa

SAT 2021

Jessica Alvarez, Exam Proctor  
Joseph Amarin, Exam Proctor  
Joseph Dixon, Exam Proctor  
Tammy Dragelin, Exam Proctor  
Debbie Falcon, Exam Proctor  
Julie McGuinness, Exam Proctor  
Colleen Reilly, Exam Proctor  
Kelly Sepe, Exam Proctor  
Annemarie Watson, Exam Proctor

WEST ISLIP PUBLIC SCHOOLS  
ENGLISH LANGUAGE ARTS

MEMORANDUM

To: Elisa Pellati  
From: Karen Appollo  
Date: November 5, 2021  
Re: Surplus books  
Cc: Mary Hock; Kristyna Acerno

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The following list represents surplus books from Manetuck Elementary School. These books are old and in poor condition. Please confirm this request has been approved with our Manetuck LMS so that these books can be discarded.

From: 1/1/2021 to 11/5/2021

Total Copies Removed:	1,208
Deleted:	46
Weeded:	1,162

# CHANGE ORDER

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

SED No. 58-05-09-03-0-008-034  
 Project Manager, Sigrid Coons

AIA DOCUMENT G701

PROJECT: West Islip UFSD  
 (name, address) Phase 4b Bond Work at  
 West Islip High School

CHANGE ORDER NUMBER: 3

DATE: September 28, 2021

TO CONTRACTOR: Mt. Olympos Restoration Inc.  
 (name, address) 3910 Bayberry Lane  
 Seaford, NY 11783

ARCHITECT'S PROJECT NO.: 17-371a

CONTRACT DATE: January 10, 2020

CONTRACT FOR: General Construction,  
 D-W (GC-1)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

- Demolition and reconstruction of the existing Faculty Toilet. Work includes new floor and wall ceramic tile, new ceiling/lights, new countertop and sink, paint, and new toilet accessories. Add. .... \$16,000.00

**Total Additional Cost ..... \$16,000.00**

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

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was ..... \$ 529,000.00  
 Net change by previously authorized Change Orders ..... \$ 60,674.81  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was ..... \$ 589,674.81  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)  
 (~~unchanged~~) by this Change Order in the amount of ..... \$ 16,000.00  
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be ..... \$ 605,674.81  
 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.

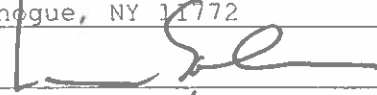
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

## BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC

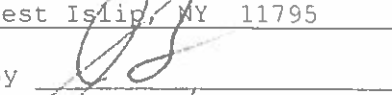
Burton Behrendt & Smith, PC  
 ARCHITECT  
 244 E. Main Street  
 Address  
 Patchogue, NY 11772

Mt. Olympos Restoration Inc.  
 CONTRACTOR  
 3910 Bayberry Lane  
 Address  
 Seaford, NY 11783

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

By   
 Date 10.4.21  
 (631) 475-0349

By   
 Date 10/19/21  
 516-503-8224

By   
 Date 11/2/21  
 631-893-3200

# CHANGE ORDER

AIA DOCUMENT G701

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

SED No. 58-05-09-03-0-005-024

Project Manager, Sigrid Coons

PROJECT: Crawl Space Abatement at  
 (name, address) Paul J. Bellew Elementary School  
 25 Higbie Lane  
 West Islip, NY 11795

CHANGE ORDER NUMBER: 01

DATE: October 12, 2021

ARCHITECT'S PROJECT NO.: 21-122

TO CONTRACTOR: W.J. Northridge Construction Corp.  
 (name, address) 175 Kennedy Drive  
 Hauppauge, NY 11788

CONTRACT DATE: May 19, 2021

CONTRACT FOR: General Construction -  
Crawl Space Abatement  
(GC-1)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

- Owner Request. Owner requests a credit for the full amount of unused Lum Sum Allowances. Deduct ..... (\$10,000.00)
- Total Deduct ..... (\$10,000.00)**

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

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was ..... \$ 498,000.00  
 Net change by previously authorized Change Orders ..... \$ 0.00  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was ..... \$ 498,000.00  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (~~increased~~) (~~decreased~~)  
 (~~unchanged~~) by this Change Order in the amount of ..... \$ (10,000.00)  
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be ..... \$ 488,000.00  
 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  
**ARCHITECT** (631) 475-0349  
 244 E. Main Street  
 Address  
 Patchogue, NY 11772

W.J. Northridge Construction Corp.  
**CONTRACTOR** (631)421-1168  
 175 Kennedy Drive  
 Address  
 Hauppauge, NY 11788

West Islip UFSD  
**OWNER** (631) 893-3200  
 100 Sherman Avenue  
 Address  
 West Islip, NY 11795

By   
 Lawrence Salvesen, AIA, LEED AP

By 

By 

Date 10.18.21  
 (631) 475-0349

Date 10/22/21  
 631-421-1168

Date 11/2/21  
 631-893-3200

## AGREEMENT

This Agreement is entered into this 1<sup>st</sup> day of July, 2021 by and between the West Islip Union Free School District School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at West Islip Union Free School District 100 Sherman Ave. West Islip, NY 11795 and the South Huntington Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 60 Weston Street, Huntington Station, New York 11746.

## 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 July 1, 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 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 the DISTRICT OF RESIDENCE, and the DISTRICT OF RESIDENCE obtains written parental consent, the DISTRICT OF RESIDENCE shall forward the IEP to the Committee on Special Education of the DISTRICT OF LOCATION. The DISTRICT OF LOCATION shall provide the services recommended in such IEP, unless and until the IEP is amended by the 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 the DISTRICT OF RESIDENCE shall be adjusted accordingly.
  2. The services provided by the 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. The 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. The DISTRICT OF LOCATION represents its services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The 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, the 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 the DISTRICT OF LOCATION providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the DISTRICT OF LOCATION shall immediately notify the DISTRICT OF RESIDENCE in accordance with the requirements for all notices pursuant to this Agreement as set forth below.
7. The DISTRICT OF LOCATION shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the 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. The 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. The 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. The 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. The 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 the 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. The DISTRICT OF LOCATION shall provide such additional information concerning the pupil's progress as may be required by the DISTRICT OF RESIDENCE.

10. The 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. The DISTRICT OF RESIDENCE shall have the right to examine any or all records or accounts maintained and/or created by the DISTRICT OF LOCATION in connection with this Agreement, and upon request shall be entitled to copies of same.
11. Upon reasonable prior written notice, the DISTRICT OF LOCATION shall be subject to visitation by the DISTRICT OF RESIDENCE and/or its designated representatives during the normal business hours of the DISTRICT OF LOCATION.
12. The DISTRICT OF LOCATION shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
13. The 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. The 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 the DISTRICT OF RESIDENCE to the 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, the DISTRICT OF LOCATION shall promptly give written notice of same to the DISTRICT OF RESIDENCE.
16. The 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. The DISTRICT OF RESIDENCE shall be responsible for providing all students listed in Schedule A of the Agreement with transportation to and from school.
18. The DISTRICT OF LOCATION will provide transportation from the nonpublic school to a school in the DISTRICT OF LOCATION and from the DISTRICT OF LOCATION to the student's home if the special education services are provided after the nonpublic school day.

C. COMPENSATION:

1. The DISTRICT OF LOCATION shall be entitled to recover from the 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 the DISTRICT OF LOCATION of providing such services, after deducting any costs paid with federal or state funds.

The DISTRICT OF LOCATION may only recover the Actual Cost of Services directly from the DISTRICT OF RESIDENCE if DISTRICT OF RESIDENCE has obtained parental written consent to the release of personally identifiable information concerning the child to the DISTRICT OF LOCATION. If parental consent to release of such information is not obtained, THE 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 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 it is these statutes and regulations that may define the maximum costs that may be charged hereunder.

The 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.

2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the 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. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within thirty (30) days of receipt of each invoice by the DISTRICT OF RESIDENCE, except as set forth in paragraph C (1) of this Agreement.

D. INDEMNIFICATION:

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

Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

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

E. CONFIDENTIALITY:

1. 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.

F. 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, the DISTRICT OF LOCATION will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. The 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, the DISTRICT OF RESIDENCE will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. The 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 the 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:

1. Each party to this Agreement shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect each party from claims set forth below for which the other may be legally liable, whether such operations be by the other party or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

2. Required Insurance:
  - a. Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
  - b. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - c. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
  - d. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of each party performed under the contract for the other party. 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 (2) years following the completion of work.
  
3. Each party shall provide the other with evidence of the above insurance requirements upon execution of the within Agreement. Each party further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects the party to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages the other party sustains as a result of this breach.

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:  
West Islip Union Free School District  
100 Sherman Ave.  
West Islip, NY 11795

To DISTRICT OF LOCATION:  
South Huntington Union Free School District  
60 Weston Street  
Huntington Station, New York 11746

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 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.
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 Nassau, 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 his/her age, race, creed, color, national origin, sexual orientation, military status, sex, 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 his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.

I. AUTHORIZATION TO ENTER INTO AGREEMENT

1. 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.

DISTRICT OF RESIDENCE

DISTRICT OF LOCATION

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

West Islip Union Free School District

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



\_\_\_\_\_  
Nicholas R. Ciappetta, J.D., President  
South Huntington UFSD

Date: 10/30/21

MEMORANDUM OF AGREEMENT

Except as modified herein, the contract between the Board of Education, West Islip Union Free School District (the "District") and the West Islip Association of School Administrators ("WIASA"), expiring June 30, 2021, shall remain in full force and effect.

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

1. Term: July 1, 2021 through June 30, 2025.
2. Preamble: Delete "2017" and "2021" and replace with "2021" and "2025," respectively.
3. Article I: Add "Assistant Director" to the first paragraph.
4. Article VI, Paragraph B: Add to the first paragraph: "Effective July 1, 2022, such contribution shall be 18%. Effective July 1, 2023, such contribution shall be 19%. Effective July 1, 2024, such a contribution shall be 20%."
5. Article VI, Paragraph B: Delete the third sentence of the fourth paragraph and replace with: "Such payments shall be made at the end of each fiscal year."
6. Article VI, Paragraph C: Replace "\$2,000" in the second paragraph with "\$3,000."
7. Article VI, Paragraph D: Delete the first sentence and replace with: "Members of the Unit shall be entitled to long-term disability benefits consistent with that which was in effect April 1, 1999."
8. Article X, Paragraph B: Delete.
9. Article XV, Paragraph A: Delete and replace with:
 

Effective July 1, 2021: The 2020-21 annual base salaries of building principals shall be increased by Ten Thousand and xx/100 (\$10,000) Dollars and the 2020-21 annual base salaries of all other Unit members shall be increased by Eight Thousand and xx/100 (\$8,000) Dollars<sup>1</sup>.

Effective July 1, 2022: The 2021-22 annual base salaries for Unit members shall be increased by the State-issued allowable growth factor based upon the consumer price index for all urban consumers

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<sup>1</sup> Note: The provisions of this paragraph shall only apply to unit members employed as members of WIASA prior to June 14, 2021.



(CPI-U) for the twelve (12) month period ending December 31, 2021, with a minimum of 1% and a maximum of 2%.

Effective July 1, 2023: The 2022-23 annual base salaries shall be increased by the State-issued allowable growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2022, with a minimum of 1% and a maximum of 2%.

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

10. Article XV, Paragraph E: Add: "All Unit members shall be paid through direct deposit."

11. Article XV, Paragraph C: Delete "\$250" and replace with "\$300" and delete "\$40,000" and replace with "\$50,000" from the first paragraph.

12. Article XV, Paragraph D: Delete the second sentence from the first unnumbered paragraph and add: "The value of Career Increments earned on or after July 1, 2017 through June 30, 2021 shall be \$5,000 for all Unit members. The value of Career Increments earned on or after July 1, 2021 shall be \$6000 for all Unit members."

13. Article XVIII, Paragraph A: Delete and replace with: "An electronic copy of this Agreement will be provided to each Administrator."

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 18<sup>th</sup> day of NOVEMBER, 2021.

Bernadette M. Burns  
Bernadette M. Burns  
Superintendent of Schools  
West Islip UFSD

Andrew O'Farrell  
Andrew O'Farrell  
President  
WIASA

Dated: 11/19/2021

Dated: 11-18-2021

11/19/21

**CONFIDENTIAL CLERICAL EMPLOYEES**

**RETIREMENT INCENTIVE**

The West Islip Union Free School District (the "District") hereby establishes a retirement incentive as set forth herein for Confidential Clerical Employees ("Confidential Clerical Employees") employed by the District.

1. Confidential Clerical Employees who submit to the Superintendent of Schools no later than March 1, 2022, an irrevocable letter of intent to retire on or before December 31, 2022, and who actually retire from the District and the New York State Employees' Retirement System or before December 31, 2022 as indicated in such letter, shall receive from the District a one-time payment of Twelve Thousand, Five Hundred and xx/100 (\$12,500.00) Dollars.

2. The incentive payment as set forth in Paragraph 1 above shall be a non-elective contribution to 403-b and shall be in addition to such retirement benefits as the Confidential Clerical Employee is entitled to as reflected in her District-approved terms and conditions of employment.

3. The provisions of this Retirement Incentive shall sunset effective December 31, 2022.

4. This Retirement Incentive shall not be precedent setting and shall not be utilized by any party to this Agreement in any grievance, arbitration or claim of any kind except as necessary to enforce its terms.

5. Except as specifically set forth herein, this Retirement Incentive shall not be construed as modifying any of the terms and conditions of employment applicable to Confidential Clerical Employees.

6. To be in full force and effect, this Retirement Incentive must be approved by the Board of Education.



**WEST ISLIP UFSD  
SMART SCHOOLS BOND ACT  
PRELIMINARY INVESTMENT PLAN  
Phase 2**

November 2021

**PUBLIC HEARING ON SMART SCHOOLS BOND FUNDING**

There will be a Public Hearing on Smart Schools Bond Act Fund on:

January 6, 2022  
Beach Street Middle School  
100 Sherman Avenue  
West Islip, NY 11795

*Written feedback on the  
West Islip NYS Smart Schools Bond Act Preliminary Proposed Plan for Phase 2  
may be submitted via email to [wismartschools@wi.k12.ny.us](mailto:wismartschools@wi.k12.ny.us)  
or mail comments to*

West Islip USFD  
100 Sherman Avenue  
West Islip, NY 11795  
Attn: Elisa Pellati, Assistant Superintendent for Business

To learn more about the Smart Schools Bond go to:

NYSED SSBA Website  
[http://www.p12.nysed.gov/mgtserv/smart\\_schools/](http://www.p12.nysed.gov/mgtserv/smart_schools/)

## Overview

The Smart Schools Bond Act (SSBA) was passed in the 2014-15 Enacted Budget and approved by the voters in a statewide referendum held on November 4, 2014. The Smart Schools Bond Act authorized the issuance of \$2 billion of general obligation bonds to finance educational technology and infrastructure to improve learning and opportunity for students throughout the State. The categories of eligible capital projects are defined as:

1. Installing high-speed broadband or wireless internet connectivity for schools and communities;
2. Acquiring learning technology equipment or facilities, including but not limited to interactive whiteboards, computer servers, and desktop, laptop, and tablet computers;
3. Constructing, enhancing, and modernizing educational facilities to accommodate pre-kindergarten programs and provide instructional space to replace classroom trailers;
4. Installing high-tech security features in school buildings and on school campuses, including but not limited to video surveillance, emergency notification systems, and physical access controls.

## Plan

The West Islip School District was allocated \$2,973,629 for SSBA funding. The district submitted a Smart Schools Investment Plan (SSIP) in 2016 for a Phase 1 school connectivity project in the amount of \$1,640,487. This plan was approved by the NYS Department of Education on November 28, 2017. The total costs incurred from the Phase 1 project were \$1,137,770.15. The district received reimbursement for this project on June 14, 2019.

The West Islip School District will utilize the remaining funds available of \$1,835,859 for the installation of a security vestibule in the District Administration Office, which is located in the Beach Street Middle School. Security vestibules ensure that all visitors are screened before gaining admittance to a building. They also ensure that no one is able to gain quick access to the building and provide the district with more time to react should someone unauthorized try to enter the building. All of the West Islip school buildings have security vestibules at the main entrance of the building. The installation of the vestibules in each building was completed during the 2019-20 school year as part of the \$50 million bond referendum that was approved by the community in May 2015.

## Plan Submission

The SSBA requires that school districts develop and receive approval of a SSIP from the Smart Schools Review Board, which is comprised of the Chancellor of the State University of New York, the Director of the Budget and the Commissioner of the State Education Department. Districts must submit their plans through an application on the New York State Education Department's Business Portal. The New York State Education Department will review the SSIP for completeness and adherence to the guidance. Once accepted, the application is submitted for consideration by the Smart Schools Review Board. There are no specific deadlines for submission of a SSIP, as these funds do not expire. Districts that plan to use their Smart Schools Bond Act funds for school capital projects or facilities must first undergo a preliminary review for their projects through the Office of Facilities Planning before submitting their Smart Schools Investment Plan for approval. West Islip School District submitted the Phase 2 preliminary plan to the Office of Facilities Planning on November 3, 2021.

## Expenditure and Reimbursement of Funds

All funds will be distributed on a reimbursement basis. Districts will expend funds in a manner consistent with their approved Smart Schools Investment Plans. Once a request for reimbursement has been reviewed and approved, the New York State Education Department will release the funds. Reimbursement claims will be prepared and submitted through the New York State Education Department Business Portal.

## Plan Requirements

Before the SSIP can be approved, the district must demonstrate that it has met the following requirements:

- District developed and the Board approved a Preliminary Smart Schools Investment Plan.
  - This document serves as the Preliminary Smart Schools Investment Plan for Phase 2. This Plan will be approved by the Board of Education at the November 23, 2021 Planning Session.
- A Preliminary Plan has been posted on the district website for at least 30 days.
  - Once this plan is approved by the Board of Education it will be posted on the district website on November 24, 2021.
- The district must include an address to which any written comments on the Plan should be sent.
  - The email and mailing address for comments are listed on page 2 of this plan.
- Board has conducted a hearing that will enable stakeholders to respond to the Preliminary Plan. This hearing may occur as part of a normal Board meeting, but adequate notice of the event must be provided through local media and the district website for at least two weeks prior to the meeting. The district must seek public input, which includes consulting with parents, teachers, students, community members, and other stakeholders.
  - The Smart Schools Bond Act hearing and presentation will take place on January 6, 2022 at the Board of Education meeting. The meeting will be posted on the district website and social media account.
- District has prepared a final plan for Board approval.
  - The final plan will be prepared by the Assistant Superintendent for Business once the preliminary plan has been approved and all public comments have been considered. The anticipated date of Board approval for the final plan is January 18, 2022.
- Final plan has been posted on district website.
  - Once complete, the final plan will be posted on the district website. The anticipated date for the final plan to be posted on the district website is January 19, 2022.
- District will submit Smart Schools Investment Plans through the Business Portal for review.
  - Once the final Smart Schools Investment Plan for Phase 2 is complete it will be submitted on the Business Portal by the Assistant Superintendent for Business. The anticipated date for the final Smart Schools Investment Plan for Phase 2 to be submitted through the Business Portal is January 19, 2022.