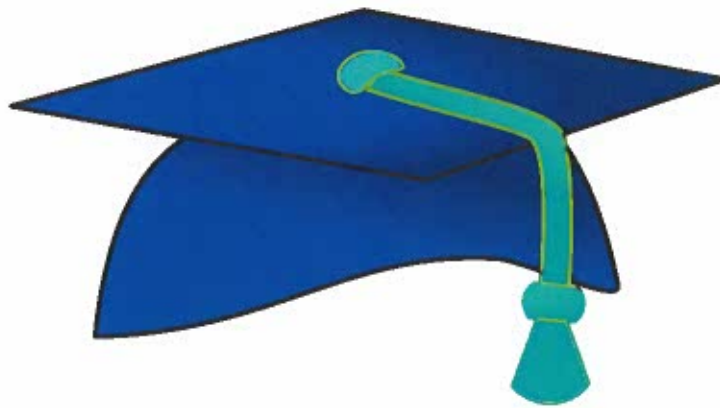


AGENDA

Congratulations!
Class of 2022



BOARD OF EDUCATION

June 9, 2022

West Islip High School
One Lions Path

Submitted by:
Bernadette M. Burns
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
June 9, 2022

West Islip High 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 contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted at the opening of the meeting. Each person or representative of a group will be limited to three minutes.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the May 12, 2022 Regular Meeting, the May 24, 2022 Planning Session, and the June 2, 2022 Special Meeting.
- VI. **RECOGNITION**
 - A) Class of 2022 Top Academic Leaders ~ *John Boniberger, Lily Colonna, Max Esposito, Olivia Marker, Emma Musial, Keirsten Nizen, Mark Peragine, Olivia Ramcke, McKenna Smith, Erin Thaxter*
- VII. **PERSONNEL**
- VIII. **CURRICULUM UPDATE**
- IX. **REPORT OF BOARD COMMITTEES**
 - A) Education Committee {6/7/2022}
 - B) Finance Committee {6/7/2022}
 - C) Buildings & Grounds Committee {6/7/2022}
 - D) Special Education Committee {6/8/2022}
- X. **FINANCIAL MATTERS**
 - A) Treasurer's Report
- XI. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval/Rejection of Bids 2022-2023
 - 1. Approval of Base Bid #GC-8 Ceiling Replacements {all schools}
 - 2. Approval of Base Bid #EC-8 Electrical {all schools}
 - 3. Approval of Base Bid #GC-1 General Construction {WIHS, Bayview}
 - 4. Rejection of Base Bid #GC-2 General Construction/Electrical/Mechanical {WIHS}
 - 5. Rejection of Base Bid #MC-1 Mechanical {Manetuck, Oquenock}
 - 6. Approval Base Bid #PC-1 Plumbing {WIHS and Bayview}
 - 7. Rejection of Base Bid #EC-1 Electrical {WIHS, Bayview, Manetuck, Oquenock}
 - C) Approval of Contract
 - 1. Donna Geffner, Ph.D., CCC-SP/A Consultant Services Contract 2021-2022
 - D) Approval of Resolution
 - 1. Donation from Suffolk Association of School Business Officials \$500 → WIUFSD
- XII. **PRESIDENT'S REPORT**
 - A) Approval of the results of the Annual District Meeting held on May 17, 2022
 - B) Approval of Resolution re: Emergency Use of Herbicide
 - C) Approval of General Counsel Services Agreement and Labor Counsel Services Agreement
 - D) Approval of Smartweb, Inc., Consultant Services Contract 2022-2023
 - E) Approval of District Plan for Special Education 2022-2024
 - F) Approval of Resolution to bid jointly on Food Service Commodities, Food and Food Service Supplies 2022-2023

XII. PRESIDENT’S REPORT, *continued*

- G) Approval of Cullen & Danowski, LLP Engagement Letter for Risk Assessment for fiscal year ending June 30, 2023
- H) Approval of Teamsters Local 237 Operations Memorandum of Agreement re: Juneteenth {June 20, 2022}

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 contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted by the time the first speaker is called to the podium. Each person or representative of a group will be limited to three minutes.*
- 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.*
- XIII. **CLOSING** - Adjournment

REGULAR MEETING OF THE BOARD OF EDUCATION
May 12, 2022 – 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

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

ANNOUNCEMENTS

Mr. Tussie congratulated the Unified Basketball team for winning their first game of the season.

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 March 22, 2022 Planning Session {amended}, the April 7, 2022 Regular Meeting, the April 12, 2022 Budget Adoption, and the April 27, 2022 Planning Session.

RECOGNITION

SCOPE ~ *Luann Dunne, Steve Gellar, Andrew O'Farrell*
WITA ~ *Joseph Dixon and Phil Kane*
Nurses ~ *Sharon Kerrigan and Christine Kerrigan*
Teamster Local 237 Clerical ~ *Luann Dunne and Annmarie Schneider*

Mr. McCann congratulated his wife on her retirement from the district and thanked her for touching so many lives.

PERSONNEL

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve the 5/12/2022 Personnel Agenda as listed below:

TEACHERS

- T-1 RESIGNATION
Christine McCann, Special Education
Effective July 1, 2022
(Beach Street)
- T-2 REGULAR SUBSTITUTE
Catherine Schupak, Special Education
Effective May 17, 2022 through May 27, 2022
(Udall; Step 1A¹; Replacing Lindsey Kaufman {LOA})

CIVIL SERVICE

- CL-1 PROBATIONARY APPOINTMENT
Louis Serpico, Maintenance Mechanic III
Effective May 16, 2022
(Maintenance; Step 1; replacing R. Koeper {retired})

Sharon Berry, Custodial Worker I
Effective May 13, 2022
(High School; Step 1; replacing P. Merendino {retired})

Robert Smith, Custodial Worker I
Effective May 13, 2022
(Udall; Step 1; replacing J. Guarino {retired})

Jennifer Wormuth, Security/Receptionist Paraprofessional
Effective May 13, 2022
(Manetuck; Step 1; replacing K. Zelaya {resigned})
- CL-2 LEAVE OF ABSENCE, unpaid
Lori Grimaldi, Cafeteria Paraprofessional
Effective May 2 through May 13, 2022
(Oquenock)
- CL-3 RETIREMENT
Joseph Guarino, Custodial Worker I
Effective April 30, 2022
(16.79 years)

Paula Merendino, Custodial Worker I
Effective May 13, 2022
(27.63 years)
- CL-4 RESIGNATION
Jenna Principato, Guard
Effective April 14, 2022
(District Wide)
- CL-5 CHANGE IN STATUS
Michelle Grover, 12-Month Senior Office Assistant
Effective July 1, 2022
(Paul J. Bellew; Step 14; change from 10-Month Senior Office Assistant)

Kim Hujik, 12-Month Senior Office Assistant
Effective July 1, 2022
(District Office; Step 7; change from 10-Month Senior Office Assistant)

Lorraine Kolar, 12-Month Senior Office Assistant
Effective July 1, 2022
(District Office; Step 14; change from 10-Month Senior Office Assistant)

Janet LoBiondo, 12-Month Senior Office Assistant
Effective July 1, 2022
(Bayview; Step 14; change from 10-Month Senior Office Assistant)

CHANGE IN STATUS (cont.)

Pamela Riker, 12-Month Senior Office Assistant
Effective July 1, 2022
(High School; Step 14; change from 10-Month Senior Office Assistant)

Annmarie Schneider, 12-Month Senior Office Assistant
Effective July 1, 2022
(Oquenock; Step 14; change from 10-Month Senior Office Assistant)

Catherine Widergren, 12-Month Senior Office Assistant
Effective July 1, 2022
(High School; Step 8; change from 10-Month Senior Office Assistant)

CL-6

CHANGE IN TITLE

Joan Distefano, Acting Head Custodian
Effective May 2, 2022
(Bayview; Step 5; replacing M. DeBatt {resigned}); change from Custodial Worker I)

CL-7

SUBSTITUTE BUS DRIVER (\$25.86/hr.)

Richard Giuliano, effective May 13, 2022

CL-8

SUBSTITUTE GUARD (\$22.80/hr.)

Carl Abenante, effective May 16, 2022
Joe Giannini, effective May 13, 2022
James Martinez, effective May 13, 2022
*Kenneth O'Brien, effective May 13, 2022

CL-9

SUBSTITUTE NURSE (\$150.00 per diem)

Sarah Haseney, effective May 13, 2022

CL-10

SUBSTITUTE PARAPROFESSIONAL (\$15.00/hr)

Brittany Parsons, effective April 25, 2022

OTHER

ADULT EDUCATION 2022-2023

Michelle Grover, Secretary (\$3,765/semester)

AUDITORIUM TECHNICIANS 2021-2022

John Kennedy

DRIVER EDUCATION 2022-2023

Tim Horan, Coordinator (\$1,865/semester)
Patricia Stack, Lecture Instructor (\$1,500/semester)
Lorraine Kolar, Secretary (\$1,355/semester)

ENRICHMENT SECRETARY 2022-2023

Lorraine Kolar, Secretary (\$831/semester)

ENRICHMENT INSTRUCTORS SUMMER 2022 (\$275 per session)

Justin DeMaio, (LEGOS I & II)
Danielle Dischley (Got Science I & II)
Matilda Duthrie (Creative Cooking I & II)
Michelle Edgley (Soak & Scrub, Blast Off!)
Ron Weber (Making Hot Air Balloons I & II)

INSTRUCTIONAL SWIM & FAMILY SWIM PROGRAMS 2021-2022

Lifeguard (\$15 per hour)
Ty Corbett

SUBSTITUTE TEACHER (\$130 per diem)

*Erin Spence, effective May 13, 2022 *Conditional pending fingerprinting clearance

RESIGNATION

Melissa Davies, Permanent Substitute
Effective May 21, 2022
(Paul J. Bellew)

CURRICULUM

Mrs. Morrison attended the grand opening of Foto Frames, a mock business created by high school students in their Virtual Enterprise class, a new course offering for 2021-22. Due to its popularity, the high school will run two sections of the course in 2022-23.

Mrs. Morrison spoke about the Seal of Biliteracy, a recognition given to students who have attained a high level of mastery in two or more languages by high school graduation. This year, 11 Seniors are seeking to attain the Seal. College Day was celebrated districtwide on May 2 to honor the post-graduate plans of all high school seniors, whether college or career bound next year.

Education Committee: Richard Antonello reported on the meeting held 5/10/2022. Items reviewed included the New York State Math Test (grades 3-8), IB/AP exams, Foundations training, curriculum review K-12 for the 2022-2023 school year, and elementary literacy.

Finance Committee: Ron Maginniss reported on the meeting held on 5/10/2022. Items reviewed included the March treasurer's report, February and March extra-curricular activity, March payroll summary, March financial statements, April internal claims audit report, April system manager audit report, payroll certification form, a donation, surplus, bids and contracts. Mrs. Pellati advised that the auditors, R.S. Abrams, will be onsite to do interim audit testing.

Mrs. Pellati discussed the need for additional server storage for the district cameras and advised that the cost was an unplanned expense but a necessary investment. The purchase will be made in the current school year using budgeted debt service funds that will not be due until the 2022-23 school year as result of the delay of the EPC Solar project and NYSED approval.

Mrs. LaRosa advised that a budget presentation took place prior to the Finance Committee meeting and is available for residents to view on the district website.

Buildings and Grounds: Peter McCann reported on the meeting that took place on 5/10/2022. Items reviewed included an update on constructions projects, including the district office security entrance, Paul J. Bellew parking lot expansion, and pool expansion proposal. The committee considered the soccer club's request to relocate the disc platform at Udall. The district was informed that the West Islip Library rooftop air conditioner will be replaced. The parking lot at Westbrook is to be repaved and the final PV solar roof project has begun at Beach Street Middle School.

Special Education Committee: Debbie Brown reported on the meeting held 5/11/2022. Items discussed included CSES recommendations and outside placements.

Policy Committee: A second reading took place for the following policies: No. 3282 Gender Neutral Single-Occupancy Bathrooms, No. 5324 Capital Project Change Orders, No. 5520 Extra-Classroom Activities Fund, No. 7122.2 Release Time for Students, No. 7218 Class Ranking/Weights of Grades. Mr. Tussie asked for a motion to approve these policies.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve the following policies: No. 3282 Gender Neutral Single-Occupancy Bathrooms, No. 5324 Capital Project Change Orders, No. 5520 extra-classroom Activities Fund, No. 7122.2 Release Time for Students, No. 7218 Class Ranking/Weights of Grades.

Safety Committee: Tom Compitello reported on the meeting held 4/12/2022. Items reviewed included cameras/servers, door strikes (Beach Street Middle School), ScholarChip (high school), high school bathrooms, solar panel inspection, exterior signage, vape incidents, visitor procedures, and anonymous alerts.

Health and Wellness Committee: Peter McCann reported on the meeting held 5/11/2022. Items reviewed included the financial report, Spring into Wellness Event, Health and Wellness senior scholarships, motivational/inspirational posters; Color Run confirmed for 10/16/22. The next meeting will be Tuesday, 9/20/22 at 9:30 a.m. at P.J. Bellew.

FINANCIAL MATTERS

The treasurer's report for March was presented: beginning balance \$76,868,338.42, ending balance \$83,259,408.83.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve General Fund budget transfers 4163-4179 and Capital Fund budget transfers 4165-4182.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve 2022-2023 Bids: #2201 Electrical Repair and Services; #2202 Tree Pruning and Care Services; #2203 Maintenance Service for Pneumatic and DDC Control Systems; #2204 Maintenance, Service and Monitoring of Fire Alarm and Security Systems; #2205 Removal of Unwanted Geese and Waterfowl; #2206 Printing; #2207 Refuse Removal; #2208 Athletic Uniforms; #2209 Gasoline for District Vehicles; #2211 Elevator Maintenance and Service; #2212 Sheet Music and Instructional Material.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve contracts: Amityville Health Services Contract 2021-2022 - \$862.77; The Eden II School for Autistic Children Consultant Services Contract 2022-2023.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Surplus: Imperial double ovens {2} - West Islip High School.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Resolution: Donation from Suffolk Transportation Service, Inc. - \$2,000 WIUFSD.

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$2,000.00 from Suffolk Transportation Service, Inc., which have been donated in recognition of the Section XI Championship won by the high school boys varsity team, to be awarded to students selected by the District.

PRESIDENT'S REPORT

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Eastern Suffolk BOCES Classroom {1} Use Agreement July 5 - August 12, 2022 and Eastern Suffolk BOCES Classroom {5} Use Agreement July 5 - August 12, 2022.

SUPERINTENDENT'S REPORT

Mrs. Burns advised that the West Islip School District has been recognized for the fifth year in a row by the NAMM Foundation as one of the country's best communities for music education. Mrs. Burns congratulated Mr. Brian Buonomo, who has been recognize for his work with the 2022 STEM Star Award.

Mrs. Burns advised that all end of school year events will be held. The first Unified basketball home game will take place on Tuesday at 4:00 p.m. at the high school. Mrs. Burns encouraged everyone to attend Celebrate Education, which will include musical performances, artwork and ribbon cutting ceremonies for the planetarium and the district's new technology room.

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

Keith Muller – Mr. Muller spoke about an incident at Manetuck Elementary and feels students are at risk.

Doreen Hantzschel - Mrs. Hantzschel voiced her concerns regarding New York State Senate Bill No. S2584A regarding sex education curriculum.

Ruth Mineo - Mrs. Mineo requested clarification regarding the Regents administration for the current school year.

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 8:25 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Super-Executive Session at 9:13 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:47 p.m. on motion by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Mrs. LaRosa stated that unofficial board meetings have taken place among Board trustees without proper notice to the public, in violation of NYS Open Meeting Laws and West Islip School District policy. Mrs. LaRosa stated she will be filing a complaint with the NYS Commissioner of Education. Mrs. Brown stated that Mrs. LaRosa broke the Board's Code of Conduct by bullying other trustees. Mr. Antonello denied Mrs. LaRosa's accusations.

Meeting adjourned at 9:51 p.m. on a 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.

**PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
May 24, 2022– Beach Street Middle School**

PRESENT: Mr. Tussie, Mr. Antoniello, 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

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

APPROVAL OF MINUTES

The Board members present postponed approving the May 12, 2022 minutes until amended.

PERSONNEL

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Michael Martino, Special Education, effective August 29, 2022 to August 28, 2026 (High School; Step 3¹; replacing Linda Condreras {retired}).

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Brittany Probst, Mathematics, effective August 29, 2022 to August 28, 2026 (High School; Step 2¹; replacing Tamra Burns {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.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: RETIREMENT: Michelle Bugliari, Speech, effective April 21, 2022 (18.36 years).

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: CHILD-REARING LEAVE OF ABSENCE (unpaid): Jaclyn Jacobs, English, effective August 29, 2022 through June 30, 2023 (Udall).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: RESIGNATION: Mary Alotta, Elementary, effective June 30, 2022 (Paul J. Bellew).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING ASSISTANTS: PROBATIONARY APPOINTMENT: Catherine Schupak, Special Education, effective May 30, 2022 to May 29, 2026 (Udall; Step 5; replacing Linda Casciola {retired}); Colette Davies, Special Education effective August 29, 2022 to August 28, 2026 (Udall; Step 1; replacing Mary Kinsley {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: RETIREMENT: Dorothy Kuskowski, Microcomputer Repair Technician, effective May 31, 2022 (35.67) years.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Kathleen Figalora, Part-Time Food Service Worker, effective May 18, 2022 (Beach Street).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: William Delancy, Acting Head Custodian, effective May 9, 2022 (High School; Step 4; change from Custodial Worker III).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: Denise Farewell, Senior Account Clerk, effective May 25, 2022 (District Office; Step 4; change from Account Clerk; replacing V. Becker {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: SUBSTITUTE BUS DRIVER (\$25.86/hr.): Danielle Ortiz, effective May 25, 2022.

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 (\$15.00/hr.): Olga Alma Cruz, effective May 25, 2022; Christopher Cooke, effective May 25, 2022; Elizabeth Hammels, effective May 25, 2022; *Anthony Rago, effective May 25, 2022.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: REGENTS REVIEW 2021-2022: Algebra 1: Kerri Handel, Chris Salerno, Kelly Weisenseel; Algebra 2: Kelly Weisenseel; ASL: Theresa Gruick, Jennifer Suriano; Biology: Renee Avelli, Kristine Hagens, Jeff O'Hare; Chemistry: Kristine Ferruzzi, Michael Fusaro; Earth Science: Danielle Dischley, John Hulsmann, Annelise Muscietta; Erin Wallace, Elizabeth Winter; English: Dawn DiVisconti; Barbara Krollage, Virginia Scudder; Geometry: James Como; Nancy Yost; Global History: David Moglia; Italian: Stephany Camacho, Brittany DiLuciano, Anna Domingo; Physics: Daniel Varney; Spanish: Andromache Agramonte, Monica Elgut, Jaquelyn Nicholes, Kristina Rocco; U.S. History: Daniel Gschwind.

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): Gabriella Alagna, effective May 25, 2022; Lacie Berkowitz, effective August 30, 2022, student teacher; Brittany Blindenhofer, effective May 25, 2022; *Kaylee Bowman, effective May 25, 2022; Michael Dixon, effective May 25, 2022; *Jesse Donnarumma, effective May 25, 2022, student teacher; *Matthew Faulkenmayer effective August 30, 2022, student teacher; *Catherine Floccari, effective October 24, 2022, student teacher; Kaeleigh Grossman, effective May 25, 2022, student teacher; Paige Harrold, effective August 30, 2022, student teacher; *Danielle Hummel, effective October 25, 2022, student teacher; Giavonna Ianaconi, effective May 25, 2022; Gianna Orlando, effective August 30, 2022, student teacher; Kierstin Ortiz, effective August 30, 2022, student teacher; Peyton Ryan, effective May 25, 2022; Lindsay Siefert, effective May 25, 2022; Julia Varley, effective May 25, 2022; Shannon Wendelken, effective May 25, 2022; Emma Zanni, effective May 25, 2022, student teacher.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Base Bid No. EC-1: Electrical – New Generator at Beach Street Middle School.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Base Bid No. PC-1: Plumbing – New Generator at Beach Street Middle School.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Eastern Suffolk BOCES Shared Services Request 2022-2023.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Donna Geffner, Ph.D., CCC-SP/A Consultant Services Contract 2022-2023.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Attendance Waiver – A.S. and A..S.

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 7:49 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:29 p.m. on motion by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Cabinet salaries as discussed and included 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 TEACHING: RETIREMENT: JoAnn Sheridan, Elementary, effective July 1, 2022 (22 years).

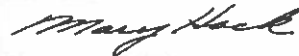
Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: RETIREMENT: Extending convertibility to Joanne Sheridan via Memorandum of Agreement that waives the four-month requirement of Notice of Retirement.

Planning Session
May 24, 2022

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Super-Executive Session at 8:31 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting adjourned at 8:36 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.

SPECIAL MEETING OF THE BOARD OF EDUCATION
June 2, 2022 – District Office Board Room

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

ABSENT: None

ADMINISTRATORS: None

ATTORNEY: None

Meeting was called to order at 5:30 p.m., followed by the Pledge.

Motion was made by Mr. Antonello, seconded by Mr. Compitello and carried when all Board members present voted in favor to adjourn to Executive Session at 5:31 p.m. to discuss matters leading to the appointment and/or employment of a Superintendent of Schools.

Meeting reconvened at 7:15 p.m. on motion by Mrs. LaRosa, seconded by Mr. Maginniss and carried when all Board members present voted in favor.

Meeting adjourned at 7:16 p.m. on motion by Mrs. LaRosa, seconded by Mr. Maginniss and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock
District Clerk

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

PERSONNEL:

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

ADMINISTRATIVE

A-1 TENURE APPOINTMENT

Donna Flynn, Assistant Principal
Effective October 26, 2022

Elisa Pellati, Assistant Superintendent for Business
Effective July 1, 2022

TEACHERS

T-1 TENURE APPOINTMENT

Kristen Amoia, Elementary
Effective September 27, 2022

Jami Ashley, Social Worker
Effective August 29, 2022

Rebecca Burleson, Special Education
Effective August 29, 2022

Caryn Drezner, World Languages
Effective August 29, 2022

Amanda Felix-Milks, Special Education
Effective September 28, 2022

Alexandra Kaulfers, Reading
Effective October 12, 2022

Meghan Schou, Health
Effective August 29, 2022

Kathryn Waters, Social Worker
Effective October 14, 2022

Abolishment of Position

Be it resolved, that upon the recommendation of the Superintendent of Schools, effective June 30, 2022, a professional position in the West Islip Public School District be abolished in the Speech area (1 full-time position).

T-2 RESIGNATION

Avery Yurman, Music
Effective June 30, 2022
(Manetuck/Oquenock)

TEACHING ASSISTANTS

TA-1 TENURE APPOINTMENT

Michelle Edgley, Teaching Assistant
Effective September 1, 2022

TA-2 RETIREMENT

Carla LaBombard, Science
Effective June 25, 2022
(19 years)

TA-3 PROBATIONARY APPOINTMENT

Danielle Gogarty, Pre-K
Effective August 29, 2022 to August 28, 2026
(Manetuck; Step 1; replacing Jordan Gauvain)

CIVIL SERVICE

CL-1 RESIGNATION

Andrea Imbo, Part-Time Food Service Worker
Effective June 25, 2022
(Oquenock)

CL-2 PROBATIONARY APPOINTMENT

Jeanette Lynch, Part-Time Food Service Worker
Effective August 25, 2022
(High School; \$15.13/hr ; replacing M. Jansons {resigned})

CL-3 SUBSTITUTE CUSTODIAN (\$15.00/hr)

Elaine Napoleon, effective June 10, 2022

CL-4 SUBSTITUTE FOOD SERVICE WORKER (\$15.00/hr)

Andrea Imbo, effective August 30, 2022

OTHER

DISTRICT-WIDE PRINTING SERVICES 2022-2023

John Zuhoski, \$18,734

SUMMER SCHOOL AND MIDDLE SCHOOL SUMMER ACADEMY

Theresa Robertson, Principal

OTHER, continued

MIDDLE SCHOOL SUMMER ACADEMY PROGRAM 2022

Teachers

Cara Douglas	Karen McCarthy
Paige Fogarty	Shane O'Neill
Linda Gifford	Joyce Ronayne
Elizabeth Kelly	Daniel Sarfin

SUBSTITUTE TEACHING ASSISTANT (\$105 per diem)

Carla LaBombard, effective August 29, 2022

FALL 2022 HIGH SCHOOL COACHES

FOOTBALL

Steve Mileti, Varsity Head Coach
Frank Riviezzo, Assistant Varsity Coach
Mike Bellacosa, Assistant Varsity Coach
Joseph LaCova, Varsity Volunteer Coach
Seamus Burns, J.V./Varsity Volunteer Coach
Vincent Grabinsky, J.V./ Varsity Volunteer Coach
Mark DiCristo, Head J.V. Coach
John T. Denninger, Assistant J.V. Coach

GIRLS SOCCER

Nicholas Grieco, Head Varsity Coach
Jeremy Robertson, Assistant Varsity Coach
Lindsay Morgan-Valentino, J.V. Coach
Kylie Walsh, Varsity Volunteer Coach

BOYS SOCCER

Dennis Mazzalonga, Head Varsity Coach

GIRLS SWIMMING

Tanya Carbone, Varsity Coach
Meghan LaRocca-Schou, Assistant Varsity Coach

GIRLS GYMNASTICS

MaryAnn McGrade, Varsity Coach
Gina Calderone, Assistant Varsity Coach

GIRLS TENNIS

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

FIELD HOCKEY

Josephine Hasset, Varsity Coach
JoAnne Orehosky, Assistant Varsity Coach
Kelly Weisenseel, J.V. Coach

OTHER, continued

FALL 2022 HIGH SCHOOL COACHES, continued

CROSS COUNTRY

Kevin Murphy, Boys Varsity Coach
Michelle Studley-Broderick, Girls Varsity Coach

BOYS VOLLEYBALL

John Schrank, Varsity Coach
Erin Harris, Assistant Varsity Coach
Matthew Sullivan, J.V. Coach

GIRLS VOLLEYBALL

Jim Klimkoski, Varsity Coach
Tara Annunziata, Assistant Varsity Coach
Kaitlin Palmieri, J.V. Coach

GOLF

Frank Rapczyk, Varsity Coach

KICKLINE

Jessica Cichy, Varsity Coach

CHEERLEADING

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

FALL 2022 MIDDLE SCHOOL COACHES

FOOTBALL

Scott Mattera, Head 7-8 Udall Coach
Kevin Konarski, Assistant 7-8 Udall Coach
Vincent Luvera, Head 7-8 Beach Coach
Charles (Kevin) Osburn, Assistant 7-8 Beach Coach

GIRLS SOCCER

Edward Jablonski, 7-8 Udall Coach
Colleen Reilly, 7-8 Beach Coach

CROSS COUNTRY

Vincent Melia, Udall Boys & Girls Coach
Joseph Nicolosi, Beach Boys & Girls Coach

FIELD HOCKEY

Kathryn Dranoff-Waters, 7-8 Udall Coach
Annelise Muscietta, 7-8 Beach Coach

TENNIS

Patrick Tunstead, Girls 7-8 Udall/Beach

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: DISTRICT-WIDE CEILING AND LIGHTING REPLACEMENTS

DATE: 6/1/2022

CC: E. PELLATI, J. BOSSE

A request for sealed bids for District-Wide Ceiling and Lighting Replacements was advertised in Newsday and the West Islip Bulletin on Thursday, April 25, 2022. This bid was also advertised on the West Islip web site.

A total of Twenty four (24) bids were picked up by prospective bidders. A total of fifteen (15) were returned. These fifteen (15) bids were opened on Monday, May 16, 2022.

Base Bid GC-1 – Ceiling Replacements (West Islip HS, Beach St. MS, Udall Road MS, Bayview ES, Manetuck ES, Oquenock ES and Paul J. Bellev ES) – A total of eleven (11) bids were returned.

RECOMMENDATION:

Based on low bid meeting specifications that Base Bid No. GC-8: Ceiling Replacements (West Islip HS, Beach St. MS, Udall Road MS, Bayview ES, Manetuck ES, Oquenock ES and Paul J. Bellev ES) be awarded to:

Renu Contracting & Restoration, Inc.
1215 Sunrise Highway
Copiague, NY 11726

In the following amount:

1. Base Bid No. GC-8 – Ceiling Replacements (All Schools)	<u>\$687,000.00</u>
Total Award	\$687,000.00

Base Bid No. EC-8: Electrical (West Islip HS, Beach St. MS, Udall Road MS, Bayview ES, Manetuck ES, Oquenock ES and Paul J. Bellew ES) – A total of four (4) bids were returned.

RECOMMENDATION:

Based on low bid meeting specifications that **Base Bid No. EC-8: Electrical (West Islip HS, Beach St. MS, Udall Road MS, Bayview ES, Manetuck ES, Oquenock ES and Paul J. Bellew ES)** be awarded to:

**Roland's Electric, Inc.
307 Suburban Avenue
Deer Park, NY 11729**

In the following amount:

1. Base Bid No. EC-8: Electrical (Lighting – All Schools)	<u>\$581,650.00</u>
Total Award	\$581,650.00

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: DISTRICT -WIDE CAPITAL IMPROVEMENTS

DATE: 6/3/2022

CC: E. PELLATI, J. BOSSE

A request for sealed bids for District-Wide Ceiling and Lighting Replacements was advertised in Newsday and the West Islip Bulletin on Thursday, April 25, 2022. This bid was also advertised on the West Islip web site.

A total of Twenty six (26) bids were picked up by prospective bidders. A total of nineteen (19) were returned. These nineteen (19) bids were opened on Monday, May 16, 2022.

Base Bid GC-1 – General Construction (D-W Bottle Filling Stations & Tlt. Reconstruction @ HS & Bayview) – A total of Two (2) bids were returned.

RECOMMENDATION:

Based on low bid meeting specifications that **Base Bid No. GC-1: General Construction (D-W Bottle Filling Stations & Tlt. Reconstruction @ HS & Bayview)** be awarded to:

Stalco Construction, Inc.
1316 Motor Parkway
Islandia, NY 11749

In the following amount:

1. Base Bid No. GC-1 – General Construction (D-W Bottle Filling Stations & Tlt. Reconstruction @ HS & Bayview	<u>\$290,000.00</u>
Total Award	\$290,000.00

Base Bid GC-2 – General Construction/Electrical/Mechanical (Walk-In Boxes Work @ HS) – A total of four (4) bids were returned.

In light of the bids received and the fact they are in excess of budgeted monies for this project, it is in the best interest of the School District to reject this bid.

Base Bid MC-1 – Mechanical (Office Suite Mechanical Upgrades @ Manetuck & Oquenock) – A total of ten (10) bids were returned.

In light of the bids received and the fact they are in excess of budgeted monies for this project, it is in the best interest of the School District to reject this bid.

Base Bid PC-1 – Plumbing (D-W Bottle Filling Stations & Tlt. Reconstruction @ HS & Bayview) – A total of four (4) bids were returned.

RECOMMENDATION:

Based on low bid meeting specifications that Base Bid No. PC-1 (D-W Bottle Filling Stations & Tlt. Reconstruction @ HS & Bayview) be awarded to:

**Seaford Avenue Corp.
25 Brooklyn Avenue
Massapequa, NY 11750**

In the following amount:

1. Base Bid No. PC-1– Plumbing (D-W Bottle Filling Stations & Tlt. Recon @ HS & Bayview)	<u>\$146,800.00</u>
Total Award	\$146,800.00

Base Bid EC-1 – Electrical (D-W Bottle Filling Stations, Tlt. Reconstruction @ HS & Bayview & Office Suite Mech. Upgrades @ Manetuck & Oquenock) – A total of three (3) bids were returned.

In light of the bids received and the fact they include electrical work that is associated with mechanical work that cannot be awarded due to budget overruns, it is in the best interest of the School District to reject this bid.

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 **Donna Geffner, Ph.D., CCC-SP/A** (hereinafter the “CONSULTANT”), having a principal mailing address of 19 Nightingale Court, Manhasset, NY 11030.

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

D. COMPENSATION

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

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 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).

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.

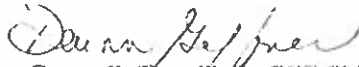
K. ENTIRE AGREEMENT

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.

Donna Geffner, PH.D., CCC-SP/A

West Islip Union Free School District


Donna Geffner, Ph.D., CCC-SP/A

BY: _____

BY: _____

Donna Geffner, PH.D., CCC-SP/A

President, Board of Education

Supplemental Agreement between the

West Islip Union Free School District

and

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 and Donna Geffner, Ph.D., CCC-SP/A (the "Contractor") located at 19 Nightingale Court, Manhasset, NY 11030.

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

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

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

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

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

Lisa DiSibio, *District Data Coordinator*

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

l.disibio@wi.k12.ny.us

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

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

3. As required by Education Law §2-d(3)(c) and Section 121.3 of the Regulations, the District has developed the following “supplemental information” for the Agreement with the Contractor:

a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the following exclusive purpose(s): to provide tutorial services in accordance with the underlying agreement.

b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and the data protection and security requirements set forth in Education Law §2-d and Part 121 of the Regulations.

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2021. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall *return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.*

d. *Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District." or "The Contractor and District agree to notify the other party of any challenge to the accuracy of Student Data and/or Principal Data. The District and Contractor agree that the party who is responsible for the development of the Student Data and/or Principal Data shall make the final determination with regard to any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data.*

e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: *[Insert (i) a description of where Student Data and/or Principal or Teacher Data will be stored, described in a manner to protect data security, (ii) a description of the security protections taken to ensure Student Data and/or Principal or Teacher Data will be protected and data security and privacy risks are mitigated; and (iii) a description of how the Student Data and/or Principal or Teacher Data will be protected using encryption while in motion and at rest.]*

All data will be stored in a locked cabinet in a locked room. All E data will be located on a flash drive that has a password protection.

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

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

Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.

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

7. Miscellaneous:

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


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

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

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

Donna Geffner, Ph.D, CCC-SP/A

**WEST ISLIP UNION FREE SCHOOL
DISTRICT**

By: 
Donna Geffner, Ph.D., CCC-SP/A

By: _____

Print Name: Donna Geffner

Print Name: _____

Title: Speech-Language Pathologist, Audiologist

Title: _____

Date: 6/1/22 _____

Date: _____

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$500.00 from Suffolk Association of School Business Officials, to be awarded to High School students selected by the District.

WEST ISLIP UFSD

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: Suffolk Association of School Business officials

DONOR ADDRESS: 453 New Karner Rd, Albany, NY 12205

DONATION: [] Cash or Check [] Goods [] Service

Please provide a listing of the item(s) to be donated and the related value.

Check #3422 \$500.00

Select the fund and provide the budget code(s) of where the donation should be recorded.

[] General Fund [] Extracurricular Fund [] Trust & Agency Budget Code CM9205

Anticipated Date of Delivery to the School

Received

Any related installation costs? [] Yes [] No Estimated Annual Cost []
If "Yes" please attach approval from Assistant Superintendent for Business.

Any expected maintenance costs? [] Yes [] No Estimated Annual Cost []

Purpose of the donation?

Scholarship

Which building/department will benefit from the donation?

Principal's/Administrator's Signature & Date

[Handwritten Signature]

To be completed by the Business Office:

Board of Education Approval Date

Budget Adjustment Recorded

This form is to be filed with the Superintendent by the first of the month, at which time the Board of Education, at the next regular meeting, will act upon the donation. No item may be accepted as a donation or gift, nor may any item be installed on school premises, prior to the BOE accepting the gift or donation.

Those considering making gifts to the District should note that the District can assume no responsibility for the accuracy of estimated values assigned to the donated item(s). Donors should also note that while the District will attempt to comply with any stated preferences of the donor(s) relative to the use of the item(s) by a particular program/grade/school, etc., it must nevertheless reserve the right to reassign and/or reallocate such gifts as it deems appropriate so as to best serve the interests of the District.

SUFFOLK ASSOCIATION OF SCHOOL
BUSINESS OFFICIALS

1-2/210

DATE 5/12/2022

PAY
TO THE
ORDER OF

West Islip VESD

\$ 500.00

Five Hundred + 00/100

DOLLARS



JPMorgan Chase Bank, N.A.
www.Chase.com

FOR

Scholarship

⑈003422⑈ ⑆021000021⑆

777519305⑈

WEST ISLIP PUBLIC SCHOOLS 2022-2023 BUDGET RESULTS

Number of ballots cast – 3,471

PROPOSITION NO. 1

2022-2023 Budget

YES	2,399
NO	1,001

PROPOSITION NO. 2

Use of Capital Reserve

YES	2,468
NO	886

PROPOSITION NO. 3

Establishment of Capital Reserve II

YES	2,249
NO	1,054

BOARD OF EDUCATION TRUSTEE ELECTION

Kristin Calder	1,375
*Thomas Compitello	1,923
*Grace Kelly	1,871
*Peter McCann	2,071
Valerie Rivera	1,371
Claudia Worley	1,454

**Elected*

RESOLUTION FOR EMERGENCY USE OF HERBICIDE

WHEREAS, Education Law §409-k requires Board of Education approval on emergency applications of weed control in areas that are classified as playgrounds, turfs, athletic or playing fields.

Therefore, BE IT RESOLVED that the Board of Education of the West Islip Union Free School District approves a one-time application of weed and poison ivy control herbicide on Bayview Elementary School fence-line and field areas, Kirdahy Elementary School fields playground areas, Udall Road Middle School athletic field fence-lines, West Islip High School turf field perimeters, and softball and baseball fields clay at West Islip High School, Beach Street Middle School and Udall Road Middle School provided that the application will be made by a licensed pesticide applicator, will be scheduled as to not interfere or conflict with any student scheduled activities, and all regulations concerning neighbor notification will be followed.

VOLZ & VIGLIOTTA, PLLC

AGREEMENT

for

GENERAL COUNSEL SERVICES

AGREEMENT made this ____ day of _____, 2022, by and between the BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT, hereinafter referred to as the "BOARD," and VOLZ & VIGLIOTTA, PLLC, hereinafter referred to as the "ATTORNEYS."

WHEREAS, the BOARD, at its meeting of _____, 2022, retained VOLZ & VIGLIOTTA, PLLC, as the General Counsel for the School District for the school year July 1, 2022 through June 30, 2023, and

WHEREAS, the BOARD and the ATTORNEYS desire to record the terms and conditions of such retainer in contract form,

NOW, THEREFORE, it is hereby agreed as follows:

- I. TERM: July 1, 2022 through June 30, 2023.
- II. GENERAL COUNSEL SERVICES UNDER RETAINER
 - A. Legal opinions pertaining to all issues under the New York State Education Law, Commissioner of Education Decisions, Commissioner of Education Regulations, General Municipal Law, Public Officers Law, New York State Comptroller's Opinions, all relevant federal, state and local laws, regulations and case law.
 - B. Attendance at meetings of the Board of Education, as requested.
 - C. Review of Board agenda and/or minutes, as required.
 - D. Review and analysis of current and proposed Board policies and administrative regulations.
 - E. Daily advice and consultation to the Superintendent of Schools, Board President and other designated school officials.
 - F. Seminars for staff, as requested by the Superintendent of Schools, regarding topics such as student discipline, special education, Section 504 or other areas of need.

- G. Monitoring of and consultation with the Superintendent regarding new laws, legislation, and State Education Department guidelines.
- H. Opinions and guidance regarding business office matters, including bidding and procurement of goods and services, construction and renovations, insurance coverage and risk management.
- I. Guidance pertaining to compliance with special education requirements at a federal and state level.
- J. Review and drafting of contracts with vendors, consultants and other service providers.
- K. Analysis of documents relative to budget and election matters.
- L. Review of bid documents and contracts for construction, architectural services and construction management.

III. GENERAL COUNSEL FEES: For the above services the fee shall be billed monthly at the annual rate of \$59,500 for 2022-23 school year.

IV. LITIGATION: Separate Compensation for Litigation services shall be billed at the rate of \$245 per hour for all attorneys and \$125 per hour for paralegal services. Litigation services include services such as special proceedings, motions, trials and judicial appeals, administrative proceedings, appeals to the Commissioner of Education, Impartial Hearings, and State Review Officer Proceedings. Services provided on an hourly basis shall be billed monthly.

V. EXPENSES: The BOARD shall reimburse the ATTORNEYS, for "out-of-pocket" expenses incurred in the performance of services as General Counsel. These shall include, but are not limited to travel, long-distance calls, copying, printing, supplies, Westlaw research, express mail or deliveries. Nothing hereinabove set forth shall preclude the furnishing of any of the foregoing directly by the BOARD in order to avoid expense reimbursement.

VI. TERMINATION OR DISPUTES: This contract may be terminated upon thirty (30) days' written notice. In the event of termination prior to the end of the contract, fees would be recalculated pursuant to quantum meruit (at our hourly rate) in accordance with State law.

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed the ____ day of _____, 2022.

BOARD OF EDUCATION
WEST ISLIP UNION FREE
SCHOOL DISTRICT

VOLZ & VIGLIOTTA, PLLC

BY: _____
ANTHONY TUSSIE
PRESIDENT, BOARD OF EDUCATION

BY: 
THOMAS M. VOLZ, ESQ.

VOLZ & VIGLIOTTA, PLLC

AGREEMENT

For

LABOR COUNSEL SERVICES

AGREEMENT made this ____ day of ____, 2022, by and between the BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT, hereinafter referred to as the "BOARD", and VOLZ & VIGLIOTTA, PLLC, hereinafter referred to as "ATTORNEYS."

WHEREAS, the BOARD, at its meeting of _____, 2022, retained VOLZ & VIGLIOTTA, PLLC, as Labor Counsel for the period July 1, 2022 through June 30, 2025, and desires to record the terms and conditions of such agreement in contract form.

NOW, THEREFORE, it is agreed as follows:

I. Term: July 1, 2022 through June 30, 2025.

II. Services:

Negotiations with all units and related services as follows:

- A. Preliminary study of the Union's demands;
- B. In conference with District personnel and the BOARD, study of union demands and preparation of the District's demands;
- C. Negotiate on the above through mediation, fact finding and post fact-finding until agreement is reached;
- D. Draft the agreement into contract form and render advice and guidance to the BOARD and Superintendent concerning contract interpretation during the life of the contract;
- E. Appear at, and/or render advice and consultation concerning the conduct of grievances before the Superintendent and the BOARD.

- F. Legal opinions pertaining to all issues under the New York State Education Law, the Public Employment Relations Board, New York Civil Service Law, Suffolk County Civil Service Commission, all relevant federal, state and local laws, regulations and case law.
- G. Providing advice and guidance regarding the legal aspects of hiring, retention, evaluation, discipline, and direction of all staff.
- H. Preparation of terms and conditions of employment for unaffiliated staff.
- I. Rendering of advice and counsel regarding labor related matters such as tenure and seniority, layoff and recall, employee benefits, retirement, Family and Medical Leave Act, Section 504, Americans with Disabilities Act, and leaves of absence.
- J. Workshops, as requested by the Superintendent, on conducting effective staff performance evaluations, employment discrimination, sexual harassment, or other areas of need.
- K. Attendance at Board meetings, as requested.

III. Legal Fee: For the above services the fee shall be billed monthly at the annual rate of \$46,000 for 2022-23; \$47,000 for 2023-24; and \$48,000 for 2024-25. In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the chief Administrator of the courts, a copy of which will be provided to you upon request.

IV. Litigation and Other Labor Services: Compensation for litigation services such as arbitrations, Public Employment Relations Board hearings, labor-associated court litigation and other labor related services not outlined in Section II will be billed separately at the rate of \$245 per hour for all attorneys and \$125 per hour for paralegal services for each year of the agreement.

V. Expenses: The BOARD shall reimburse VOLZ & VIGLIOTTA, PLLC for “out-of-pocket” expenses incurred by them in the performance of their services as Labor Counsel. These shall include, but shall not be limited to, court costs, court reporting, travel, long-distance calls, Westlaw research, transcript charges, copying, printing, supplies, express mail or deliveries. Nothing hereinabove set forth shall preclude the furnishing of any of the foregoing directly by the BOARD in order to avoid expense reimbursement.

VI. TERMINATION: This contract may be terminated upon thirty (30) days' written notice. In the event of termination prior to the end of the contract, fees would be recalculated pursuant to quantum meruit (at our hourly rate) in accordance with State law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of _____, 2022.

BOARD OF EDUCATION

VOLZ & VIGLIOTTA, PLLC

WEST ISLIP UNION FREE
SCHOOL DISTRICT

BY: _____
ANTHONY TUSSIE
PRESIDENT, BOARD OF EDUCATION

BY:  _____
THOMAS M. VOLZ, ESQ.

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2022 by and between the Board of Education of the West Islip Union Free School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795 and Smartweb, Inc. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at West Islip, New York.

A. TERM

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

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the "Scope of Requested Services" as set forth in the District's Request for Proposal ("RFP") Computer, Network, and Information Technology Management Services, dated 2/12/09; which document and CONSULTANT's response shall be incorporated herein and made a part of this Agreement.
2. The CONSULTANT shall provide the services set forth in this Agreement.
3. 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 Education Department.
4. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT 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.
5. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
6. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
7. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this

8. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

9. Insurance - See RFP

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT One Hundred Seventy Three Thousand, Four Hundred Fifty-Four and XX/30 (\$173,454.30) Dollars for the term of the Agreement.
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
4. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

1. Termination:

- a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to the DISTRICT.

- c. 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.

2. Independent Contractor:

- a. 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.
- b. 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 Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

4. Defense / Indemnification

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

5. 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: Mrs. Bernadette M. Burns
Superintendent of Schools
West Islip UFSD
Administration Building
100 Sherman Avenue
West Islip, NY 11795

To Consultant: Mr. Amit Pathak
Smartweb, Inc.
10 Franklin Avenue
#403
Long Beach, NY 11561

6. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. 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.
8. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
9. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
10. 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.
11. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
12. 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.

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

CONSULTANT
Smartweb, Inc.



By: Amit Pathak

Date: 5/31/22

DISTRICT
WEST ISLIP UNION FREE
SCHOOL DISTRICT

By: _____
President, Board of Education

Date: _____

WI
WEST ISLIP PUBLIC SCHOOLS
West Islip, New York 11795

**DISTRICT PLAN FOR
SPECIAL EDUCATION
2022-2024**

Submitted by Jeanne M. Dowling
Director of Special Education

Adopted by the Board of Education 07/05/16
Revised and adopted by the Board of Education 4/16/19
Revised and adopted by the Board of Education 6/11/20
Revised and proposed to the Board of Education 6/9/22

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WEST ISLIP MISSION STATEMENT

The West Islip Community is committed to excellence in education through the establishment of an academic, vocational and social environment in which all children can learn and succeed.

Our students will be provided the opportunity to develop their self-esteem and a respect for others while acquiring the knowledge, skills and attitudes to become responsible citizens in a rapidly changing world.

Our goal is to have students think in global terms and develop cultural sensitivity and an international orientation. We seek to instill in our students the ability to share their commonalities, celebrate their differences, and appreciate that learning is a lifelong process.

**DESCRIPTION OF NATURE AND SCOPE OF
SPECIAL EDUCATION PROGRAMS AND
PROFESSIONAL STAFF IN DISTRICT**

The following is a description of the continuum of services offered within the West Islip School District. The description is meant as a guideline, but the Committee on Special Education (CSE) will make placement decisions based on the individual needs of each student.

Special Classes-Life Skills 8:1:2, 8:1:1, 10:1:1, 12:1:1

Students placed in this program require instruction in adapted living skills. Placement criteria include a severe cognitive disability, severe communication disorder and/or an adaptive behavior component which requires specific, specialized instruction in the area of independence. Student progress will be measured using the alternate performance indicators in the New York State Guide to Students with Severe Disabilities.

Special Classes 15:1, 15:1:1

Students placed in this full day program have academic, social and/or management needs that require a modified curriculum and specialized instruction throughout the day. The focus of this program is to provide direct access to the general curriculum. Class size is capped at the ratio listed on the IEP.

Integrated Co-Teaching

Co-teaching services means the provision of specially designed instruction and academic instruction provided in a classroom setting that includes both disabled and nondisabled students. School personnel assigned to each class shall minimally include a special education teacher and a general education teacher.

Consultant Teacher

Consultant Teacher services are defined as direct and/or indirect services provided to a school-age student with a disability in the student's general education classes, and to such student's general education teachers.

Direct Consultant Teacher services mean specially designed instruction provided to an individual student with a disability or to a group of students with disabilities by a certified special education teacher to aid the student(s) to benefit from the general education class instruction. Direct Consultant Teacher services are specially designed instruction recommended for an individual student with a disability in his or her general education class, the purpose being to adapt, as appropriate to the needs of the student, the content, methodology, or delivery of instruction to support the student to successfully participate and progress in the general curriculum during regular instruction.

Indirect Consultant Teacher services mean consultation provided by a certified special education teacher to a general education teacher to assist the general education teacher in adjusting the learning environment and/or modifying his/her instructional methods to meet the individual needs of a student with a disability who attends the general education class.

Resource Room

Students are given resource services for a minimum of 180 minutes per week. Dependent upon the IEP, services may be delivered in a special location or within the classroom. Group size is regulated at no more than five students with disabilities. Through collaboration within the general classroom teacher and other specialists, an individualized program is designed to assist the student's learning within the general education setting.

Related Services

Related services means developmental, corrective, and other supportive services as are required to assist a student with a disability and includes speech-language pathology, audiology services, interpreting services, psychological services, physical therapy, occupational therapy, counseling services, including rehabilitation counseling services, orientation and mobility services, medical services, behavior consultation, parent counseling and training, school health services, school social work, assistive technology services in which all special education students will have equal access to technology that all general education students have, appropriate access to recreation, including therapeutic recreation, other appropriate developmental or corrective support services and other appropriate support services.

School Psychological Services

The following major areas of responsibility are assigned to school psychologists: assessment; observation; test administration and interpretation; participation in the Committee on Special Education (CSE) as well as sub-committee of Special Education, referral, evaluation and placement; monitoring of student progress; consultation with teachers; student and parent counseling; and liaison activities with community agencies and other professionals. Additional functions relating to special education classes include: assisting teachers in the development of interventions to help students in the development of Individualized Education Programs (IEPs); monitoring the delivery of services to special education students; coordinating CSE annual review meetings; conducting re-evaluations; and exploring out-of-district educational alternatives when necessary.

Counseling as a Related Service

Counseling as a related service will be recommended by the CSE under the following circumstances:

- An emotional or management difficulty interferes with a student's ability to make appropriate educational gains;
- The difficulty is one which, in the clinical judgment of the evaluation team, can be addressed through school-related counseling with a qualified professional; and
- The student does not appear at the present time to require medical intervention or a therapeutic setting in order to make educational gains.

Social Worker

Within the Department of Special Education, the social worker provides the following services: group counseling; monitoring student progress; providing parent education; intervening during crisis (i.e. child abuse, PINS petitions); and serving as general liaison between school and home.

Speech Language and Hearing Services

Specialists in speech and language assist school staff with the identification and instruction of students with speech, language and hearing disorders. They provide diagnostic and remedial services for students with expressive and receptive language problems, hearing deficits, and cerebral dysfunction that impact the students' functioning in the educational environment. The speech/language therapists are also involved in observations, individual evaluations, and conferences with parents and consultations with teachers regarding instructional methods.

Physical Therapy

Physical therapy is provided in order for a student with a physical disability to benefit from education or to be maintained in the least restrictive environment. The following services may be provided: coordination between medical agencies and professionals serving the student; evaluation of strength, function, motor development and adaptive needs of the student; program planning and treatment program when indicated; consultation with general education teachers in the mainstreaming process; and instruction of nonprofessional personnel in dealing with the physical needs of the students. The West Islip School District uses a contracted agency for this service.

Occupational Therapy

The occupational therapist serves children whose disabilities prevent them from functioning normally within the school environment. The duties of the occupational therapist include individual assessment, increasing strength and quality of movement of the upper extremities necessary for handwriting and other classroom fine motor tasks, modulating a student's sensory responses that interfere with everyday activities, developing the activities of daily living and providing adaptive equipment as necessary. The goal of the occupational therapist is to provide appropriate treatment to increase the student's ability to function independently in the school environment. The West Islip School District uses a contracted agency for this service.

School Age Students
Least Restrictive Environment (LRE) Setting Report October
2021 Snapshot

Line Number	Disability (As of Snapshot Date)	Age as of October 6, 2021					Grand Total for 2021-22
		Total Ages 4-5	Total Ages 6- 11	Total Ages 12-13	Total Ages 14-17	Total Ages 18-21	
01	Autism	7	31	9	22	8	77
02	Emotional Disturbance	0	1	0	10	0	11
03	Learning Disability	0	62	34	134	0	236
04	Intellectual Disability	0	1	3	1	2	7
05	Deafness	0	1	0	0	0	1
06	Hearing Impairment	0	0	0	0	0	0
07	Speech or Language Impairment	46	122	5	4	1	178
08	Visual Impairment (Includes Blindness)	1	0	0	0	0	1
09	Orthopedic Impairment	0	1	0	1	0	2
10	Other Health Impairment	10	61	30	111	3	215
11	Multiple Disabilities	1	3	0	3	1	8
12	Deaf-Blindness	0	0	0	0	0	0
13	Traumatic Brain Injury	0	0	0	0	0	0
14	<i>Total (Lines 1-13)</i>	65	283	81	286	21	736

Recommended Settings

Report 14B

All School-Aged Children with Disabilities Receiving Services on October 6, 2021
Ages 5 who are in Kindergarten through 21, as of October 6, 2021

Table 1: In regular school-based programs in buildings attended by disabled and nondisabled students

		A	B	C	D	E	F
Line Number	Time INSIDE Regular Classroom	Age Group				Total (10/6/2021)	Total (10/7/2020)
		5-11	12-13	14-17	18-21		
01	80% or more	227	55	150	4	436	433
02	40% to 79%	12	17	35	1	65	76
03	Less than 40%	74	3	7	0	84	75
04	Total	313	75	192	5	585	584

Table 2: In Separate Settings Outside of regular school facilities, in buildings that are attended by students with disabilities only. Line 4 includes students who are placed on home instruction by the CSE. Students who are home-schooled by parent choice are reported in Table 3.

		A	B	C	D	E	F
Line Number	Type of Setting	Age Group				Total (10/6/2021)	Total (10/7/2020)
		5-11	12-13	14-17	18-21		
01	Separate School	12	3	8	10	33	33
02	Residential Facility	0	0	0	1	1	1
03	Hospital (In-patient)	0	0	0	0	0	0
04	Home Placement by CSE	0	0	2	0	2	0
05	Total	12	3	10	11	36	34

Table 3: In Other Specific Settings. School districts do not place students in these settings. Instead, students are in these settings because of court decisions or parental choice.

		A	B	C	D	E	F
Line Number	Type of Setting	Age Group				Total (10/6/2021)	Total (10/7/2020)
		5-11	12-13	14-17	18-21		
01	Incarcerated in County Correctional Facilities *	0	0	0	0	0	0
02	Home Schooled at Parental Choice	2	1	1	0	4	3
03	Parentally Placed in Nonpublic School-Receiving Special Education	10	2	82	5	99	106
04	Parentally Placed in Nonpublic School-Not Receiving Special Education Services	0	0	1	0	1	0
05	Total	12	3	84	5	104	109

Verification Report 4 <u>Preschool LRE Setting Report October 2021</u> <u>Snapshot</u> Educational Environment		A	B	C
		Age 3	Age 4	Total # of Students Ages 3-4 (October 6, 2021)
Attending a regular early childhood program for 10 or more hours a week	and receiving the majority of hours of special education and related services in the regular early childhood program	<u>2</u>	<u>6</u>	<u>8</u>
	and receiving the majority of hours of special education and related services in some other location.	<u>2</u>	<u>8</u>	<u>10</u>
Attending a regular early childhood program for less than 10 hours a week	and receiving the majority of hours of special education and related services in the regular early childhood program	<u>1</u>	<u>4</u>	<u>5</u>
	and receiving the majority of hours of special education and related services in some other location	<u>5</u>	<u>5</u>	<u>10</u>
Separate Class		<u>9</u>	<u>13</u>	<u>22</u>
Separate School		<u>0</u>	<u>0</u>	<u>0</u>
Residential Facility		<u>0</u>	<u>0</u>	<u>0</u>
Home		<u>13</u>	<u>4</u>	<u>17</u>
Service Providers Location		<u>5</u>	<u>1</u>	<u>6</u>
(3.0) Total		<u>37</u>	<u>41</u>	<u>78</u>

EVALUATION OF PROGRAMS

METHODS USED TO DETERMINE THE DEGREE TO WHICH SPECIAL EDUCATION OBJECTIVES ARE ACHIEVED

Comparing students' educational performances after special education services are provided to their prior progress is difficult, if not scientifically unsound. The curriculum becomes increasingly demanding on all children as they move through grade levels. Therefore, comparing the past rate of progress with the present rate would not adequately account for this acceleration in amount or depth of learning which needs to take place in order to maintain stationary academic standing.

However, the IEP provides a reference point to determine reasonable progress. The IEP explicitly describes each student's learning strengths and weaknesses and contains the stated goals and objectives for each child. These goals were unachieved in regular education even with the utilization of remedial teaching programs, test and instructional modifications and other adaptive technology or strategies. Therefore, the IEP becomes a reasonable source of data or measurement which helps to determine the efficacy of present special educational offerings and the need to decrease, maintain, increase or otherwise amend these services.

Another source of data to determine the ability of special education to meet its objectives is the extensive system of student evaluations conducted. These evaluations take place every three years as full scale individually administered standard tests for all our special education students. This provides a reference point for progress and site of growth for each child. Additionally, the data for progress monitoring and benchmarking is being used to drive instruction and measure growth.

Finally, it is critical to recognize that special education services are not always a destination point for special needs students. The clinical expertise of the staff provides consultation, diagnostic clarification and insight, and instructional recommendations for many students who are determined to be non-disabled by the CSE/CPSE or who are never brought to the CSE because of successful RTI implementation. This is the priority approach of the special education staff, to increasingly provide pre-emptive consult and services in the early school years or in the early stages of academic or social struggles for children. Further assessment is done by comparing the number of building level Response to Intervention meetings and the percentage of these students referred for further CSE evaluation.

ALLOCATION OF SPACE FOR SPECIAL EDUCATION PROGRAMS

The West Islip Board of Education has adopted policy and procedures to ensure appropriate space within the district for all necessary programs. It is the policy and practice of the Board of Education of the district to ensure, to the fullest extent possible, that students with disabilities residing in the district shall be educated within the school district. It is the policy and practice of the Board of Education to ensure, to the fullest extent possible, the allocation of appropriate space within the district for special education programs that meet the needs of school-age students with disabilities. Special education services shall not be denied simply because of a lack of appropriate space.

The West Islip Board of Education supports a system of services offered in the least restrictive environment and will continue to offer space as needed for students with disabilities.

Special Education Budget

Projected 2022-2023 School Year

Salaries	\$ 8,271,717.00
Tuition	\$ 1,955,000.00
Professional and Technical	\$ 1,351,200.00
Service Contracts	\$ 2,500.00
BOCES	\$ 3,263,981.00
Supplies	\$ 59,710.00
	<hr/>
Total	\$ 14,904,108.00
NYS IDEA Grant 611 (**2021-2022)	\$ 1,222,235.00
NYS IDEA Grant 619 (**2021-2022)	\$ 56,938.00
	<hr/>
Total projected 2022-2023 Budget (*estimated)	\$ 16,183,281.00

APPENDICES

APPENDIX A

BOARD OF EDUCATION POLICY 7610

2016 7610

Students

SUBJECT: SPECIAL EDUCATION: DISTRICT PLAN

A District plan shall be developed and updated every two years describing the Special Education program in the West Islip Union Free School District. The District plan shall include the following:

- a) A description of the nature and scope of special education programs and services currently available to students residing in the District, including but not limited to descriptions of the District's resource room programs and each special class program provided by the District in terms of group size and composition.
- b) Identification of the number and age span of students (school age and preschool) to be served by type of disability and recommended setting.
- c) The method to be used to evaluate the extent to which the objectives of the program have been achieved.
- d) A description of the policies and practices of the Board of Education to ensure the allocation of appropriate space within the District for special education programs that meet the need of students and preschool children with disabilities.
- e) The estimated budget to support such plan.
- f) The date on which such plan was adopted by the Board of Education.

The District plan, with personally identifiable student information deleted, shall be filed and available for public inspection and review by the Commissioner.

8 New York Code of Rules and Regulations
(NYCRR) Section 200.2(c)

APPENDIX B

INDEPENDENT EDUCATIONAL EVALUATIONS

At the time of CSE initial or reevaluation, the Office of Special Education will inform parents regarding their right to an independent educational evaluation by providing them with a copy of the Procedural Safeguards Notice. When they disagree with the evaluation conducted by the CSE, parents may request an independent educational evaluation at district expense. A parent is entitled to only one independent educational evaluation at public expense each time the school conducts an evaluation with which the parent disagrees. The District will consider evaluations conducted within a 50-mile radius of the District. The District is not responsible for mileage to and from the evaluation site. The school district has a right to initiate an impartial hearing to demonstrate that its evaluation is appropriate or that the evaluation obtained by the parent does not meet school district criteria. If a hearing officer determines that the district's evaluation was appropriate or the evaluation obtained by the parent did not meet school district criteria, the parent is not entitled to reimbursement at district expense. Any independent educational evaluation, whether paid for by the parent or by the school district, will be reviewed by the CSE and taken into consideration in its final placement determination. If parents intend to seek funding for the cost of the evaluation, they must adhere to the following criteria:

- The qualifications of the evaluator and the location of the evaluation shall be the same as the criteria which the district uses when it initiates an evaluation.
- Psychologists must be licensed by the State of New York as clinical psychologists or certified as school psychologists. If certified as a school psychologist, the evaluator must conduct the evaluation in a school setting.
- Other evaluators should be appropriately certified in the area of their specialty by the New York State Education Department.
- The tests performed must be norm referenced for individual evaluations appropriate for the age and educational level of the student, and measure the same cognitive, motor, and affective skills as district tests.
- The cost of the independent evaluation requested by a hearing officer shall be at district expense.
- Reimbursement will not be in excess of the reasonable cost of such evaluations, less the portion of such costs paid through insurance or Medicaid payments. In the absence of unusual circumstances, costs will be deemed reasonable and allowable in accordance with the following fee schedule:

Psychoeducational Evaluation \$2500
Educational Evaluation \$600
Speech/Language Evaluation \$500
Occupational Therapy Evaluation \$175
Physical Therapy Evaluation \$175
Psychiatric Evaluation \$1000
Neuropsychological Evaluation \$4000
Audiological Evaluation \$350
Assistive Technology Evaluation \$1500
Functional Behavior Assessment \$700

PROVIDERS FOR INDEPENDENT EDUCATIONAL EVALUATIONS:

ACCESS-7 SERVICES
6080 Jericho Turnpike, Suite 200
Commack, New York 11725

ACHIEVE BEYOND
538 Broadhollow Road, Suite 202
Melville, New York 11747

BROOKVILLE CENTER FOR CHILDREN'S SERVICES
189 Wheatley Road
Brookville, New York 11545

COHEN'S CHILDREN'S MEDICAL CENTER
Developmental and Behavioral Pediatrics
1983 Marcus Avenue, Suite 130
Lake Success, New York 11042

DAVINCI EDUCATIONAL RESEARCH
550 North Country Road
St. James, New York 11780

FAMILY OF KIDZ
300 Garden City Plaza
Suite 350
Garden City, New York 11530

HOFSTRA UNIVERSITY SALTZMAN COMMUNITY SERVICES CENTER
Psychology Evaluation, Research and Counseling Clinic
Hofstra University
Hempstead Turnpike
Hempstead, New York 11549

HOFSTRA UNIVERSITY SALTZMAN SPEECH LANGUAGE HEARING CENTER
Hofstra University
Hempstead Turnpike
Hempstead, New York 11549

LIDC (LONG ISLAND DEVELOPMENTAL CONSULTING)
1355 Stony Brook Road
Stony Brook, New York 11790

LITTLE ANGELS CENTER, INC.
235 Blue Point Avenue
Blue Point, NY 11715

METRO THERAPY
1363 Veteran Memorial Highway #8
Hauppauge, New York 11788

NEW YORK THERAPY
5225 Nesconset Highway #30
Port Jefferson Station, New York 11776

NORTHWELL HEALTH CENTER FOR NEUROPSYCHOLOGICAL SERVICES
Zucker Hillside Hospital
Ambulatory Care Pavilion
265-16 74th Avenue
Glen Oaks, New York 11004

APPENDIX C

PROVISION OF SERVICES TO SCHOOL AGE STUDENTS WITH DISABILITIES NOT SUBJECT TO COMPULSORY ATTENDANCE REQUIREMENTS AND NOT ENROLLED IN SCHOOL

The Committee on Special Education (CSE) is responsible to provide special education services to a child with a disability under the age of seven who is eligible for school-age services, not subject to compulsory attendance requirements, and not on a regular school attendance register for school-age children. These are children with disabilities determined by the CSE to be eligible for school-age special education services who are no longer eligible for preschool special education services (CPSE), are not parentally placed in a nonpublic elementary school, and are not being home schooled.

If a parent of a child who meets the above criteria elects not to enroll his/her child with a disability in the public school until the child is of compulsory school age, the CSE of the child's school district of residence is responsible to develop an individualized education program and offer special education services to the child. The site where the services are to be provided has been determined by the Board of Education to be the elementary school where the child is registered. For the purpose of claiming State Aid for the provision of special education, these children are deemed enrolled.

APPENDIX D

GUIDANCE ON PARENTALLY PLACED NONPUBLIC ELEMENTARY AND SECONDARY SCHOOL STUDENTS WITH DISABILITIES PURSUANT TO THE INDIVIDUALS WITH DISABILITIES EDUCATION ACT (IDEA) 2004 AND NEW YORK STATE (NYS) EDUCATION LAW SECTION 3602-c

Education Law section 3602-c, as amended by Chapter 378 of the Laws of 2007, establishes New York State's (NYS) requirements relating to the provision of special education to students with disabilities enrolled in nonpublic elementary and secondary schools by their parents. Under the provisions of section 3602-c, students with disabilities, placed by their parents in nonpublic schools, are entitled to receive special education services in accordance with an Individualized Education Services Program (IESP) from the public school district in which the nonpublic school is located, while they receive general education from the nonpublic school where their parents enrolled them.

Federal regulation (34 Code of Federal Regulations (DFR) section 300.130) defines parentally placed private (or nonpublic) school children with disabilities as "children with disabilities enrolled by their parents in private, including religious, schools or facilities that meet the definition of elementary or secondary school, other than children with disabilities covered under 34 CFR 300.145-147 – "Placement of children by parents if free appropriate public education (FAPE) is at issue."

District of location means the school district within whose boundaries a nonpublic elementary or secondary school is located.

District of residence means the school district where the student legally resides.

Elementary or secondary school means a school providing an education program to students in grades kindergarten through grade 12.

CONSULTATION REQUIREMENTS

The **school district of location** must consult with nonpublic school representatives and representatives of parents of parentally placed nonpublic school students with disabilities enrolled in nonpublic elementary and secondary schools located within the boundaries of the school district during the design and development of special education and related services for students with disabilities and throughout the school year to ensure that parentally placed nonpublic school students identified through the child find process can meaningfully participate in the special education and related services. The school district must engage in consultation regarding the child find process, provision of special education services, and use of federal funds. Consultation is not specific to individual students. Individual services are determined by the Committee on Special Education (CSE). The consultation process must be timely and meaningful and include discussion of the following:

1. Child Find

- The child find process and how parentally placed nonpublic school students suspected of having a disability can participate equitably, including how parents, teachers and nonpublic school officials will be informed of the process.

- How the consultation process will operate throughout the school year to ensure that parentally placed nonpublic school students with disabilities identified through the child find process can meaningfully participate in special education and related services.

2. Provision of Special Education Services

- How, where and by whom special education and related services will be provided to such students, including a discussion of types of services, such as direct services and alternate service delivery mechanisms. For example:
 - the scheduling for resource room services;
 - whether services would be provided onsite and offsite of the nonpublic school or the factors that would be considered in the determination of where services would be provided;
 - whether services will be provided by the public school district directly or provided through contract with another agency.
- For students who reside out-of-state but are parentally placed in nonpublic schools located in the geographic boundaries of the public school, how a proportionate share of federal IDEA Part B funds will be spent on special education services to such students.
- How, if the school district disagrees with the views of the nonpublic school officials in the provision of services or the types of services, whether provided directly or through a contract, the school district shall provide to the nonpublic school officials a written explanation of the reasons why the school district chose not to provide services directly or through a contract.

3. Use of Federal Funds

- The determination of the proportionate amount of federal funds available to serve parentally placed nonpublic school students with disabilities, including the determination of how the amount was calculated.
- How such services will be apportioned if funds are insufficient to serve all parentally placed out-of-state resident students with disabilities and how and when these decisions will be made.

(Note: For all NYS students, the school district must provide services pursuant to the student's IESP, regardless of the apportionment of federal funds. For students who are not New York residents who are parentally placed in NYS nonpublic schools, the school district would need to consult on how such students can participate equitably consistent with the federal proportionate share of IDEA funds.)

CHILD FIND REQUIREMENT

The school district of location is responsible for child find for students who are parentally placed in nonpublic schools located in their geographic boundaries. Child find is the practical method the public school district will develop and implement to identify, locate and ensure the evaluation and identification of students with disabilities who are parentally placed in nonpublic schools.

- The child find activities must be similar to activities undertaken for students with disabilities in its public schools and must be completed in a time period comparable to that for other students attending public schools in the school district.

- Each public school district must consult with the nonpublic schools where students are parentally placed to determine an accurate count of students with disabilities attending such schools and receiving special education services.
- The district of location must have procedures for conducting evaluations and reevaluations of students enrolled in nonpublic schools located within their district within required timeframes and at no cost to parents.
- Unless the parent and district agree otherwise, the district of location must conduct a reevaluation at least once every three years of each parentally placed nonpublic school student with a disability, even if the student is not currently receiving special education services. It is important that required reevaluations are conducted because they provide current data needed to determine the total number of eligible students which is used in calculating the proportionate share of funds that must be used on services.

PARENT CONSENT:

Federal regulation (34 CFR Section 300.300) establishes specific parent consent requirements for parentally placed nonpublic school students, as follows:

Consent for sharing personally identifiable information regarding special education:

- If a student with a disability is parentally placed, or is going to be parentally placed in a nonpublic school that is not located in the school district where the student legally resides, parental consent must be obtained before any personally identifiable information about the student relating to special education is shared between officials in the public school district of location and officials in the public school district of residence. Therefore, parental consent is required before sharing individual evaluations, individualized education programs (IEPs), IESPs or Service Plans and other special education records between the district of location and the district of residence.

Consent for initial evaluations and reevaluations:

- If a parent who has placed a student with a disability in a nonpublic school at his/her expense does not provide consent for the initial evaluation or the reevaluation, or the parent fails to respond to a request to provide consent, the school district may not use the consent override procedures described in 34 CFR sections 300.300 (a)(3) and (c)(1) and the school district is not required to consider the student as eligible for special education services under 34 CFR Sections 300.132 through 300.144.

FOR STUDENTS WHO ARE RESIDENTS OF NYS, THE FOLLOWING REQUIREMENTS APPLY:

Development of the IESP

- The CSE of the district of location must develop an IESP for students with disabilities who are NYS residents and who are enrolled by their parents in nonpublic elementary and secondary schools located in geographic boundaries of the public school.
- The IESP must be developed in the same manner and with the same contents as an IEP is developed.
- The CSE must ensure that a representative of the nonpublic school where the student attends is included in the meeting where the IESP is developed. If the representative cannot attend, the school district must use other methods to ensure participation by the nonpublic school, including individual or conference telephone calls.

- The IESP must be reviewed periodically, but not less than annually.

Parent Request for Special Education Services

- The parent must request special education services in writing to the school district of location by June 1 preceding the school year for which the request for services is made, except that when a student is first identified as a student with a disability after the first day of June preceding the school year for which the request is made and prior to the first day in April of such current school year, the parent must submit the written request for services within 30 days after a student was first identified.

Provision of Special Education Services

- The school district of location is responsible to provide special education services pursuant to the IESP developed for each eligible student. Services must be provided on an equitable basis as compared to other students with disabilities attending public or nonpublic schools located within the school district.
- The manner (how, where and by whom) in which special education and related services will be provided to students is determined by the district of location based on the consultation process and in consideration of the individual needs of the student. The final decision with respect to services provided to individual students is made by the CSE of the district of location. Services provided to parentally placed students may be provided on the site of the private school or at another location.

Due Process Complaints

A parent of a student who is a NYS resident who disagrees with the individual evaluation, eligibility determination, recommendations of the CSE on the IESP and/or the provision of special education services may submit a Due Process Complaint Notice to the school district of location.

Process for the School District of Location to Recover its Costs from the School District of Residence for NYS Resident Students

The actual cost for CSE administration, evaluations and special education services provided to a student with a disability who is a resident of NYS but a nonresident to the district of location may be recovered from the student's school district of residence as follows:

- If the district of location has parent consent to share personally identifiable special education information about the student with the district of residence, the district of location is entitled to bill the district of residence for the costs of evaluation, CSE administration and providing services. The amount charged by the district of location cannot exceed the actual cost of the school district of location, after deducting any costs paid with Federal or State funds.

OR

- In the event the parent has not provided consent to release personally identifiable information concerning their child, the school district of location must submit to the Commissioner, in a form prescribed by the Commissioner (under development), a claim for costs of services, evaluation costs, and CSE administrative costs.
- Parental consent must be obtained before any personally identifiable information about the student relating to special education is shared between officials in the public school district of location and officials in the public school district of residence. Therefore, parent consent to share special education information between the two public school districts is required before billing a district of residence for the cost of special education services provided to the student by the district of location.

FOR OUT-OF-STATE STUDENTS WITH DISABILITIES, PARENTALLY PLACED IN NONPUBLIC SCHOOLS LOCATED WITHIN NYS, THE FOLLOWING REQUIREMENTS APPLY:

Child Find

A school district in which nonpublic elementary schools and secondary schools are located must, in carrying out its child find requirements, include parentally placed nonpublic school children who reside in a state other than the state in which the nonpublic schools that they attend are located (34 CR Section 300.131 (f)).

The school district of location must evaluate an out-of-state parentally placed student suspected of having a disability. Pursuant to federal requirements, the cost of the evaluation cannot be billed to the district of residence or the state where the student legally resides, nor can the federal Part B proportionate share of dollars be used for child find, including evaluations.

Parent Request for Services

The June 1 date to request services does not apply to residents of another state who are parentally placed in a nonpublic school located in NYS.

Services Plan

The school district of location is obligated to provide special education services to an eligible student who legally resides in another state and is parentally placed in a nonpublic school located in NYS **only** to the extent that such services provide the student equitable participation in the services funded with federal IDEA funds. A description of these services is to be provided to the CSE of the district of location. The Services Plan is the written plan that describes the specific special education and related services that the district of location will provide to the student, consistent with the services that the school district of location has determined through the consultation process to be provided to such students **in relation to the proportionate share of federal IDEA Part B dollars.**

The Services Plan must, to the extent appropriate, be developed, reviewed and revised by the CSE of school district of location consistent with the requirements for development of an IEP. The parent(s) of the student must be invited to the meeting and the district of location must also ensure that a representative of the nonpublic school where the student attends be included in the meeting where the service plan is developed. If the nonpublic school representative cannot attend, the school district must use other methods to ensure participation by the nonpublic school, including individual or conference telephone calls. The Services Plan must be reviewed periodically, but not less than annually.

Due Process

A parent of an out-of-state student suspected of having a disability has the right to mediation or an impartial hearing for disputes regarding evaluations and an eligibility determination. Since out-of-state resident students have no individual right to services, there is no right to mediation or an impartial hearing for disputes regarding services.

Costs for Services

The provision of services to out-of-state students is limited to services based on a proportionate share of federal IDEA funds. Federal law provides no mechanism for interstate billing.

West Islip Union Free School District (WIUFSD)

100 Sherman Ave, West Islip, NY 11795

RESOLUTION OF BOARD OF EDUCATION

WHEREAS, It is the plan of a number of public school districts in Nassau/Suffolk Counties, New York to bid jointly on selected Food Service Commodities, Food and Food Service Supplies for the 2022-23 school year.

WHEREAS, WIUFSD, is desirous of participating with other districts in Nassau/Suffolk Counties in the joint bidding of the commodities mentioned above as authorized by General Municipal Law, Section 119-0 and,

WHEREAS, WIUFSD, wishes to appoint a committee to assume the responsibility for drafting of specification, advertising for bids, accepting and opening bids, reporting the results to the boards of education and making recommendations thereon; therefore,

BE IT RESOLVED, that the BOARD OF EDUCATION of WIUFSD, hereby appoints Long Island School Nutrition Directors Association Cooperative Bid Committee to represent it in all matters related above, and,

BE IT FURTHER RESOLVED, that WIUFSD's Board of Education authorized the above-mentioned committee to represent it in all matters leading up to the entering into a contract for the purchase of the above-mentioned commodities, and,

BE IT FURTHER RESOLVED, that WIUFSD's Board of Education agrees to assume its equitable share of the costs of the cooperative bidding, and

BE IT FURTHER RESOLVED, that WIUFSD's Board of Education agrees (1) to abide by majority decisions of the participating districts on quality standards; (2) that unless all bids are rejected, it will award contracts according to the recommendations of the committee; (3) that after award of contract(s), it will conduct all negotiations directly with the successful bidder(s).

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____ President of the Board of Education

SCHOOL DISTRICT: West Islip Union Free School District

JAMES E. DANOWSKI, CPA
JILL S. SANDERS, CPA
DONALD J. HOFFMANN, CPA
MICHAEL J. LEONE, CPA
CHRISTOPHER V. REINO, CPA
ALAN YU, CPA

**CULLEN &
DANOWSKI, LLP**
CERTIFIED PUBLIC ACCOUNTANTS

AGENDA ITEM XII. G)
PRESIDENT'S REPORT
RM 6/9/2022

(1950 - 2013)

PETER F. RODRIGUEZ, CPA
(RET.)

July 1, 2022

Board of Education and Audit Committee
West Islip Union Free School District
Administrative Office
100 Sherman Street
West Islip, New York 11795

Dear Members of the Board of Education and Audit Committee

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the West Islip Union Free School District (District) for the year ending June 30, 2023. We will perform a risk assessment update and provide services for the District as follows:

Risk Assessment Update

We will perform a risk assessment update of the District's business operations for the fiscal year ending June 30, 2023. Our risk assessment update will be in accordance with the consulting standards of the American Institute of Certified Public Accountants and guidelines promulgated by the Department of Audit and Control and Education Department of the State of New York. Our risk assessment update will include identification of the District's audit areas together with its policies and procedures, the internal controls currently in effect, as well as those that might otherwise be required or recommended. We will assess the District's current control environment that includes a comparison to the prior year and we will determine the status of the recommendations from the previous audit reports.

We plan to begin our procedures during August 2022, and unless unforeseeable problems are encountered, the engagement should be completed by November 30, 2022.

Report

We will communicate the results of our risk assessment update in a formal report. We will identify risks and related controls. We will also suggest ways in which the District might improve its risk management system regarding financial reporting and management controls including the internal controls currently in effect, as well as those that might otherwise be required or recommended. These reports are intended for internal use only and should not be used for any other purpose.

The purpose of these reports is to assist the Audit Committee in improving the process by which the District monitors and manages its risk. However, it is ultimately the District's responsibility to assess the adequacy of its risk management system and any of our suggestions.

West Islip Union Free School District

For the year ending June 30, 2023

Page 2 of 3

Fee

Our fee for the risk assessment update and report thereon will be a fixed price of \$10,000 which is in accordance with our proposal dated March 3, 2020.

At the conclusion of the engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the operations of the departments reviewed during this engagement in accordance with District policies and procedures.

Testing and Assessment of Selected System(s)

The testing and assessment of selected systems is variable and dependent upon the results of the risk assessment update that we will perform in the initial phase of our engagement. The results of the risk assessment update will be discussed and reviewed with the Audit Committee so as to arrive at a consensus as to the higher-risk areas that should be subject to testing and further risk assessment procedures. We will determine the extent and timing of these procedures in consultation with the Audit Committee.

Report

We will communicate the results of our internal audit (i.e., testing) in a formal report. As a result, we will suggest ways in which the District might improve its internal controls currently in effect, as well as those that might otherwise be required or recommended. These reports are intended for internal use only and should not be used for any other purpose.

Fees

Estimated time for internal audits and fees will be refined after the preparation of a comprehensive risk analysis, and when the District's Audit Committee decides on the detailed nature and scope of the assignment. Other factors to be considered include the desired level of coverage of individual school buildings, functions, departments, level of assurance desired (i.e., nature and extent of tests performed), and other discretionary factors.

We will come to an agreement of an estimate with the Audit Committee prior to commencement of the work. Based upon its review of the risk assessment update, the Audit Committee will be responsible for the areas to be included in the audit plan. The fee will be based upon the estimated time and the following hourly rate schedule (in effect through June 30, 2024):

Partner	\$ 230
Director / Manager	180
Supervisor	165
Senior	150
All Staff	130

Our fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices will be rendered as work progresses based on hours of work completed and are payable on presentation. If for any reason we are unable to complete our engagement, we will not issue a report as a result of this engagement.

West Islip Union Free School District

For the year ending June 30, 2023

Page 3 of 3

This agreement may be cancelled by the Board of Education at any time, for any reason. In the event of such cancellation, the Board shall be required to pay for all services provided prior to the date of cancellation.

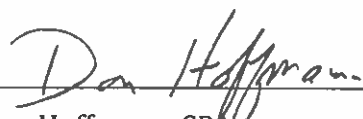
Don Hoffmann, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We appreciate the opportunity to be of service to the West Islip Union Free School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Cullen & Danowski, LLP

For the Firm:



Don Hoffmann, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the West Islip Union Free School District.

By: _____

Signature: _____

Title: _____

Date: _____

6/2/22

MEMORANDUM OF AGREEMENT

WHEREAS, the West Islip Union Free School District (the "District") and Teamsters Local 237 (the "Union") are parties to a collective bargaining agreement for the period July 1, 2016 through June 30, 2020 which continues in full force and effect by virtue of the Triborough Law ("CBA") and which provides at Article VI for holidays; and

WHEREAS, the District has agreed to grant Juneteenth (June 20, 2022) as an additional paid holiday for Union personnel;

WHEREAS, the parties to this Agreement wish to memorialize the granting of Juneteenth as a paid holiday for the 2021-22 school year.

NOW, THEREFORE, it is hereby agreed as follows:

1. Juneteenth (June 20, 2022) shall be granted as seventeenth (17th) paid holiday to full-time custodial personnel. This shall only be applicable for the 2021-22 school year.
2. Full-time bus drivers and cafeteria employees are entitled to Juneteenth (June 20, 2022) as a paid holiday pursuant to the existing terms of Article VI which reflects the provision of holidays which fall between September 1 in June 30 for those employees.
3. Juneteenth (June 20, 2022) shall be granted as fifth (5th) paid holiday to part-time cafeteria workers. This shall only be applicable for the 2021-22 school year.
4. This Agreement shall not be precedent setting and shall not be utilized by any party to this Agreement in any grievance or claim of any kind except as necessary to enforce its terms.
5. Except as specifically set forth herein, this Agreement shall not be construed as modifying any of the terms of the CBA as between the District and the Union, or any practices which may exist as between them.
6. This Agreement shall sunset June 30, 2022 at which point it shall be of no further force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates set forth below.

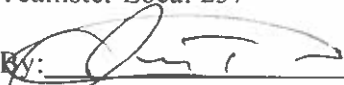
West Islip Union Free School District

By: _____
Anthony Tussie
President

Dated: _____

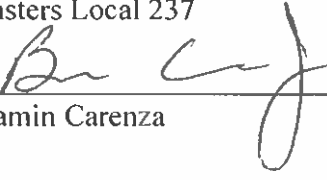
6/2/22

Teamster Local 237

By: 
Jaime Triail
President

Dated: 6/2/22

Teamsters Local 237

By: 
Benjamin Carena

Dated: 6-2-22