

AGENDA



PLANNING SESSION OF THE BOARD OF EDUCATION

January 23, 2024

West Islip High School
One Lions Path
7:30 p.m.

Submitted by:
Dr. Paul Romanelli
Superintendent of Schools

A G E N D A
PLANNING SESSION OF THE BOARD OF EDUCATION
January 23, 2024

West Islip High School Library

West Islip, New York

- I. CALL TO ORDER
- II. QUORUM COUNT
- III. MINUTES: A motion is needed to approve the minutes of the January 3, 2024 Regular Meeting.
- IV. ANNOUNCEMENTS
- V. DISCUSSION
- VI. PERSONNEL
- VII. APPROVAL
 - A. Contracts
 1. Reach for the Stars Tutoring, Inc. Consultant Services ~ January 1, 2024 – June 30, 2024
 2. South Huntington UFSD Special Education Contract ~ July 1, 2023 – June 30, 2024
 - B. Lease Agreements
 1. Masera Learning Center – Eastern Suffolk BOCES
 - C. Be it resolved that the Board of Education of the West Islip UFSD hereby suspends Policy #1410 for the January 23, 2024 meeting only and hereby approves Policy #6180 Workplace Violence after the First Reading in order to comply with Labor Law §27-b and its implementing Regulations.
- IX. EXECUTIVE SESSION: *The Board will adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will reconvene/act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.*
- X. CLOSING – Adjournment

REGULAR MEETING OF THE BOARD OF EDUCATION
January 3, 2024 – Beach Street Middle School

PRESENT: Mr. Tussie, Mr. McCann, Mr. Antonello, Mr. Bedell, Mrs. Brown, Mrs. Marks

ABSENT: Mrs. Kelly

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

ABSENT: None

ATTORNEY: Mr. Vigliotta

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

ANNOUNCEMENTS:

Student Representative Report

The West Islip Robotics Team under the direction of Team Coach, Dan Varney, did an impressive Robotics demonstration. Mr. Varney spoke about the incredible impact the Robotics Team has had on the students and how each member brings their own experiences to the team and has grown in incredible ways.

The team spoke about what it takes to build a Robot and how they work from 6:00 p.m. - 9:00 p.m. every night and from 9:00 a.m. – 4:00 p.m. every Saturday. The kickoff event for the 2024 season is January 6, and the competition will be in March. The Robotics Team thanked the Board for all their support.

Mr. Tussie thanked the team for their demonstration, congratulated them on all their hard work, and wished them well in the competition. Mr. McCann spoke about the Robotics Competition at Hofstra last year and how the teamwork was amazing and how proud he is of the team. He highly recommended that everyone go and see the upcoming competition at Hofstra.

Student Senate

Taylor Riley and Ashlyn Murphy spoke about the annual Christmas party for special needs children. Santa made an appearance and handed out books and presents to all the children and the party was a success. They also spoke about PS I Love You Day that will take place on February 9, 2024. T-Shirts are on sale and can be pre-ordered and the PS I Love You Club will be putting all their focus into the celebration and will be putting flags up all around West Islip again this year.

Mr. Tussie thanked both the Robotics Team and Student Senate.

DISCUSSION

Mrs. Pellati gave a slide show presentation on the High School Pool Bond and explained each of the slides. The Bond vote will take place on Tuesday, January 23, 2024 from 7:00 a.m. to 9:00 p.m. A video presentation of the high school pool also took place dating back to 1957.

Mr. Tussie thanked everyone who put the video together and spoke about how the pool is 67 years old and is the most used facility in the district seven days a week and 365 days a year. He spoke about the positive impact the district can have with this project.

Mr. Thomas Loudon a teacher and a boys' varsity swim coach, spoke about how the problems with the pool shown in the video are real and how happy he is that the pool problems are being addressed.

Dr. Romanelli advised that a Pool Newsletter would be sent out and will be posted on the district website. There will also be presentations at PTA meetings this month regarding the pool bond vote and a postcard to all residents will be mailed out as well.

APPROVAL OF MINUTES:

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the minutes of the December 7, 2023 Regular Meeting.

RECOGNITION

Director of Athletics, Tim Horan, spoke about Robotics and Athletics opportunities and how the pool is a once in a lifetime opportunity. He thanked the Board and administrators for finding a way to get the project to the point where residents will vote on it later this month.

Mr. McCann commented on the sad passing of former Athletic Director, Jack Braddish. Mr. Braddish leaves a great legacy for West Islip.

Athletic

Girls Varsity Gymnastics All County ~ *Emily Ball, Victoria Mueller, Cameron Gioianni*

Girls Varsity Tennis All County ~ *Abigail Lam, Amy McCann, Julia Evangelio*

Girls Varsity Soccer All County ~ *Erin Palmeri, Ava Obloj, Carley Squeglia*

Boys Varsity Soccer All County ~ *Jack Stefanak*

Boys Varsity Soccer All County Academic ~ *Daniel VonThaden*

Girls Varsity Cross Country ~ *Madison Howley*

Boys Varsity Cross Country ~ *James Moore, Gavin DeVito*

Boys Varsity Volleyball All County ~ *Erick Burciaga, Seamus Smith, Zachary Thomas, Dean Miller, Sean Cantwell*

Boys Varsity Volleyball All County Tournament Team ~ *Erick Burciaga, Seamus Smith, Christopher Thomas, Zachary Thomas*

Girls Varsity Volleyball All County Tournament Team ~ *Julia Kalinowski*

Varsity Football All County ~ *Christopher Pirogato, Rocco Carpinello, Shaun Boyle, Jordan Fileti*

Varsity Field Hockey All County ~ *Olivia Genovese*

Varsity Field Hockey All County Honorable Mention ~ *Cadence Catalano, Damiana Beige*

Game Day Cheer All County ~ *Jenna Tyler, Allyson Sesto*

Game Day Cheer Academic All County ~ *Emerson Ammirata*

PERSONNEL

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Memorandum of Agreement between Teamsters, West Islip UFSD and Employee A.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the personnel consent agenda T-1, T-2, TA-1, TA-2, CL-1, CL-2, CL-3, CL-4 as listed below:

TEACHERS

T-1

PROBATIONARY APPOINTMENT (AMENDED)

Jessica Phillips, Psychologist
Effective January 11, 2024 through January 10, 2028
(St. John the Baptist; change in date from January 3, 2024 through January 2, 2028)

T-2

REGULAR SUBSTITUTE (AMENDED)

Alessia Tocco, Family and Consumer Science
Effective September 1, 2023 through February 8, 2024
(Beach & High School; change in date from September 1, 2023 through January 5, 2024)

Catherine Seale, Social Worker
Effective September 1, 2023 through January 23, 2024
(Paul J Bellew; change in date from September 1, 2023 through March 13, 2024)

TEACHING ASSISTANTS

TA-1

RESIGNATION

Kierstin Bacchi, Pre-K
Effective December 29, 2023
(Bayview)

TA-2

PROBATIONARY APPOINTMENT

Nicole Bruckner, Pre-K
Effective January 2, 2024 to January 1, 2028
(Bayview; Step 5; replacing Kierstin Bacchi {resigned})

**CIVIL
SERVICE**

CL-1

CHANGE IN TITLE

Keith Beecher, Custodial Worker III
Effective January 4, 2024
(High School; Step 12; change from Custodial Worker I; replacing William Delaney
(reassigned))

CL-2

PROBATIONARY APPOINTMENT (AMENDED)

Michelle Colletti, Cafeteria Aide
Effective December 18, 2023
(Oquenock; change from December 8, 2023)

**CIVIL
SERVICE**

CL-3 PROBATIONARY APPOINTMENT

Kelly Delluniversita, Cafeteria Aide
Effective January 2, 2024
(Bayview; Step 1; replacing Johanna Amantia {resigned})

Eric DelOrfano, Cafeteria Aide
Effective January 2, 2024
(Oquenock; Step 1; replacing Michelle Lecchi {resigned})

CL-4 RESIGNATION

Employee J, Provisional School Security Guard
Effective January 4, 2024
(District Wide)

RETIREMENT

Donald Lettieri, Lead Guard
Effective January 9, 2024
(District Wide)

Employee K, Provisional School Security Guard
Effective January 26, 2024
(District Wide)

CL-5 On behalf of the Board, Mr. Tussie congratulated Mr. Lettieri for his 22.5 years of services to the district and for keeping students, staff and families of West Islip safe. Mr. Lettieri was a Suffolk County Police Officer and was conscientious about the safety of the students.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: Donald Lettieri, Lead Guard effective January 9, 2024 (District Wide).

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: Employee K, Provisional School Security Guard, effective January 26, 2024 (District Wide).

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE LEAD GUARD: Donald Lettieri, as needed.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the personnel consent agenda: CL-6, CL-7, CL-8, CL-9, CL-10, CL-11, CL-12 and Other as listed below.

- CL-6** **SUBSTITUTE CUSTODIAN** (\$16/hr)
- Raymond Conroy, IV, effective January 5, 2024
Jess Rice, effective January 5, 2024
- CL-7** **SUBSTITUTE GUARD** (\$23.73 hr)
- Craig Capobianco, effective January 4, 2024
Employee J, effective January 8, 2024
Employee K, effective date February 26, 2024
- CL-8** **SUBSTITUTE LEAD GUARD** (\$25.95/hr)
- Donald Lettieri, effective March 4, 2024
- CL-9** **SUBSTITUTE MAINTENANCE** (\$30/hr)
- Vincent Galasso, effective January 5, 2024
- CL-10** **SUBSTITUTE NURSE** (\$150 per diem)
- Cathleen Cahill, effective January 4, 2024
- CL-11** **SUBSTITUTE PARAPROFESSIONAL** (\$15/hr)
- Gabriella Guadagno, effective December 8, 2023
- CL-12** **SUBSTITUTE SCHOOL SECURITY GUARD** (\$33.75/hr)
- Employee J, effective January 8, 2024
Employee K, effective date February 26, 2024
- OTHER**
- PERMANENT SUBSTITUTE TEACHER** (\$150 per diem)
- Morgan Dosch, Paul J. Bellew
Effective January 2, 2024 – June 26, 2024
- SUBSTITUTE TEACHER** (\$130 per diem)
- *Noemi Almazo, effective April 1, 2024, *student teacher*
*Peter Altieri, effective January 4, 2024
*Tyler Avelli, effective January 4, 2024

OTHER
continued

Lauren Calabretta, effective January 4, 2024
Emily Garabrant, effective January 4, 2024
Maya Hassett, effective January 4, 2024
Madison Horan, effective January 4, 2024
*Samantha Hughes, effective January 4, 2024, *student teacher*
John Kennedy, effective January 4, 2024
Danielle Magnani, effective January 4, 2024
*Alisa Ozturk, effective January 4, 2024, *student teacher*
Olivia Ramcke, effective January 4, 2024
Brynn Scharf, effective January 4, 2024
*Grace Simone, effective January 22, 2024, *student teacher*
*Ally Sullivan, effective January 22, 2024, *student teacher*

**Conditional pending fingerprinting clearance*

SUBSTITUTE TEACHING ASSISTANT (\$105 per diem)

Nickole Aponte, effective January 4, 2024

CLUBS/ADVISORS 2023-2024

HIGH SCHOOL

New York Business & Marketing Honor Society, Frank Franzone & Patricia Stack (shared)

HIGH SCHOOL (AMENDED)

Pit Director, Musical Eric Albinder
(change in Advisor from David Kaufman)

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

Lifeguards

Matthew Corbett
Nick Dituri

Alexandra Gangloff
Michael Harbord

SPRING 2024 HIGH SCHOOL COACHES

BASEBALL

Shawn Rush, Varsity Coach
Richard Zeitler, Assistant Varsity Coach
Michael LaCova, J.V. Coach
Joseph LaCova, J.V. and Varsity Volunteer
Dominick LaFerrera, J.V. and Varsity Volunteer

SOFTBALL

Colleen Reilly, Varsity Coach
John T. Denninger, Assistant Varsity Coach
Steve Fasciani, J.V. Coach

BOYS TRACK

Jeremy Robertson, Varsity Coach
John Lavery, Assistant Varsity Coach

GIRLS TRACK

Nicholas Grieco, Varsity Coach
Vincent Melia, Assistant Varsity Coach

BOYS LACROSSE

Thomas Corcoran, Varsity Coach
Scott Mattera, Assistant Varsity Coach
Michael Delgado, Varsity Volunteer
Kyle Kerrigan, Varsity Volunteer
Anthony Pellati, J.V. and Varsity Volunteer
Sean McAleavey, J.V. Coach
Greg Schmalenberger, Assistant J.V. Coach

GIRLS LACROSSE

Joseph Nicolosi, Varsity Coach
Brian Cameron, Assistant Varsity Coach
Thomas Powers, J.V. Coach
Jordan Ilchert, Assistant J.V. Coach

BOYS TENNIS

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

GIRLS GOLF

Thomas Loudon, Varsity Coach

GIRLS FLAG FOOTBALL

Greg Ziems, Varsity Coach
Jake Rossi, Assistant Varsity Coach

UNIFIED BASKETBALL

Ryan Foley, Coordinator
Noreen Matthews, Assistant Coordinator

SPRING 2024 MIDDLE SCHOOL COACHES

BASEBALL

Charles (Kevin) Osburn, 7-8 Udall Coach
Frank Valentino, 7-8 Beach Coach

SOFTBALL

Tara Annunziata, 7-8 Udall Coach

BOYS TRACK

Kevin Murphy, 7-8 Udall Coach
Christopher Salerno, 7-8 Beach Coach

GIRLS TRACK

Kristen Caulfield, 7-8 Udall Coach
Tara Probert, 7-8 Beach Coach

BOYS LACROSSE

Dennis J. Coleman, 7-8 Udall Coach
Louis Riley, 7-8 Beach Coach
Michael Murray, Assistant Beach Coach

GIRLS LACROSSE

Cara Douglas-Stern, 7-8 Udall Coach
Jesse Donnarumma, Assistant Udall Coach
Kristen Doherty, 7-8 Beach Coach
Emily Gillen, Assistant Beach Coach

BOYS & GIRLS SWIMMING

Thomas Bruder, 7-8 Udall/Beach B & G Coach
Gabrielle Zollo, Assistant Udall/Beach B & G Coach

CURRICULUM REPORT

Mrs. Morrison informed the audience that Pre K and K registration would take place Tuesday, January 16, 2024 to Friday, February 16, 2024. Letters and postcards were sent out and the information is posted on the district home page under announcements.

Mrs. Morrison advised that the Elementary Parent Academy would take place on January 11, 2024 regarding foundational literacy skills, science of reading and hands on with programs utilized such as Foundations and Heggerty.

Mrs. Morrison thanked the parents, students and staff who participated in providing feedback related to the impact that cell phones have on the classroom and school environment. The committee will meet on 1/4/2024 to review feedback and determine the next steps.

REPORT OF COMMITTEES:

Safety Committee: Quinn Bedell reported on the meeting held on 11/14/23. Items reviewed included ID card printers; new cameras; new software for RAVE that calls 911; two new staff guards hired for weekends; elementary school gyms have curtains that can be let down; traffic signs at Paul J. Bellew and Oquenock.

Education Committee: Richard Antonello reported on the meeting held 1/2/2024. Items reviewed included weighted/unweighted classes and it was decided to go back to weighted grades. Other items reviewed were review of data on 8th grade Living Environment and Algebra and a discussion regarding the value of how math and science are set up in 9th grade.

Finance Committee: Christina Marks reported on the meeting held 1/2/2024. Items reviewed included the November treasurer's report; November extra-curricular report; November payroll summary; November financial statements; November/December claims audit report; December system manager audit trail; payroll certifications; budget transfers; surplus items; and bid.

Buildings and Grounds: Peter McCann reported on the meeting that took place on 1/2/2024. Mr. McCann gave an update on the Masera School and advised that BOCES will be going forward with a draft of a lease with a potential September 1, 2024 start date.

Special Education Committee: Debbie Brown reported on the meeting held 1/2/2024. Items discussed included approval of IEPs based on CSE/CPSE recommendations being approved this evening. Other items discussed were special education aides received professional development on 12/1/23 and social workers supported 76 families in need for the holidays. The next Special Education Committee will be on 2/7/2024 at 9:00 a.m. The President of SEPTA joined the meeting, Melissa Swailes, items discussed were ESY Summer 2024 and Pre K process for students transitioning from out of district to district. There will be an event at Dave & Busters - \$35 per person from 6 pm – 9 pm open to all students, April 13 is the SEPTA Bowl and SEPTA is seeking donations for raffles. The next SEPTA meeting will take place on 1/24/24 at 7:00 p.m.

Policy Committee:

A second reading took place on Policy No. 6140 - Health Examinations. This policy requires food service staff to have a physical examination within thirty (30) days of the start of employment and skin testing for tuberculosis will be required as part of the pre-employment physical.

Mr. Cameron asked for a motion to approve Policy No. 6140

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve Policy No. 6140 Health Examinations.

FINANCIAL MATTERS:

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve 2023-2024 General Fund budget transfers 4337-4340.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve 2023-2024 Bid #2401 - Allendale Machinery Systems - HAAS Super Minimill - \$57,933.90.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve 2023-2024: Deer Park UFSD Special Education Contract.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Surplus Items: School Bus Van #53 (1996) - Transportation Department; Ford E250 Van #505 (2008) - Transportation Department; Various technology items - Information Technology Department; Library Books - Paul J. Bellew Library.

PRESIDENT'S REPORT

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve resolution re: Receipt of the Independent Accountant's Reports on Staff Attendance and System to Track and Account for Children (STAC) and automated Verification Listing (AVL) Forms Detailed Testing and the Risk Assessment Update Report dated December 7, 2023 from Cullen & Danowski, LLP.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve resolution re: Recommendations that the Board of Education approve the Corrective Action Plans in response to the internal auditors' reports dated December 7, 2023, submitted by Assistant Superintendent for Business & Operations.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve personnel for Special District Meeting – January 23, 2024.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve resolution re: Board of Education approves the recommendations of the Special Education Committee of students as listed in the District's backup and authorizes the District to arrange for appropriate services.

Resolution

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

SUPERINTENDENT'S REPORT:

Dr. Romanelli thanked Mrs. Pellati for all her work on the pool bond presentation.

Dr. Romanelli spoke about about the changing face of education and the New York State recommendations for graduation. He talked about how many of these recommendations capture the work already taking place in the district and how West Islip is also focused on the Science of Reading that is being rolled out by New York State.

Dr. Romanelli spoke about meeting with several students at each of the buildings and student advisory groups will start in a few weeks. Students are brainstorming some great goals to make the district better. Budget planning is also taking place for next school year, and there are many good conversations going on regarding the budget and seeing what can be done to create a realistic financial picture.

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

Kerry Washington – Mrs. Washington spoke about how the district offers many opportunities for students but feels they have fallen short regarding special education programs. She feels that the district needs to prioritize special education and offer as many programs and services as possible to best fit the needs of students and afford them the opportunity to thrive. Mrs. Washington advised that parents are feeling it is difficult to advocate for their children and would like to see parents be equal members at special education committee meetings. Mr. Tussie thanked Mrs. Washington for speaking on this topic and that he is confident that the district is taking the necessary steps to make the special education program better.

Brian Washington – Mr. Washington followed up on his wife’s comments and spoke about some of his concerns. Mr. Washington was asked to advocate at an elementary CSE meeting and feels strongly that parents need to be listened to. Mr. Washington shared concerns about the adversarial nature of meetings and that they should be clearly focused on student needs. Mr. Washington also had concerns regarding 504 Accommodation plans at the high school and would like to see work done regarding these concerns.

Mr. Tussie thanked Mr. Washington for sharing his concerns. Mr. McCann assured Mr. Washington that the district is invested in putting in the time, effort and resources to make sure every child receives the services they need to succeed and that Dr. Romanelli and the administration is working towards this continuously.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to adjourn to Executive Session at 8:56 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:50 p.m. on motion by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to adjourn to Super-Executive Session at 9:51 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

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

Resolution

BE IT RESOLVED that the Board of Education hereby denies the appeal concerning Confidential Student A and authorizes the Board President to execute the response letter.

Meeting adjourned at 10:14 p.m. on motion by Christina Marks, seconded by Quinn Bedell and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock
District Clerk

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

PERSONNEL:

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

ADMINISTRATIVE

A-1 PROBATIONARY APPOINTMENT (AMENDED)

Dana Musso, Director of Foundational Literacy and MTSS
Effective December 4, 2023 through December 3, 2026
(Districtwide; change in date from December 4, 2023 through December 3, 2027)

TEACHERS

T-1 REGULAR SUBSTITUTE

Scott Mattera, Physical Education
Effective January 24, 2024 through June 30, 2024
(Paul J Bellew; Step 1A¹; reassigned)

Catherine Seale, Social Worker
Effective January 24, 2024 through March 13, 2024
(Oquenock; Step 1A⁴; Replacing Erin Harris {LoA})

TEACHING ASSISTANTS

TA-1 PROBATIONARY APPOINTMENT

Michael Mistretta, Technology
Effective January 24, 2024 to January 23, 2028
(Manetuck; Step 1; replacing Caroline Conte {resigned})

CIVIL SERVICE

CL-1 LEAVE OF ABSENCE, unpaid

Nicole Jones, Special Education Aide
Effective November 10, 2023 – November 9, 2024
(Paul J. Bellew)

CL-2 PROBATIONARY APPOINTMENT

*MaryAnn Bernstein, Part-Time Food Service Worker
Effective February 9, 2024
(High School; \$16.22/hr; replacing Kimberlee Koehler {resigned})

Kayla DiMino, Special Education Aide
Effective January 16, 2024
(Beach Street; Step 1; replacing Kathrine Martino {resigned})

*Vivian Naja, Float Nurse
Effective February 5, 2024
(District Wide; Step 1; replacing Angelica Ruden {resigned})

**Conditional pending fingerprinting clearance*

CIVIL SERVICE, continued

CL-2 PROBATIONARY APPOINTMENT, continued

Melissa Schafer, Special Education Aide
Effective January 24, 2024
(Paul J. Bellew; Step 1; new position)

CL-3 RESIGNATION

Lisa Baynon, Part-Time Office Assistant
Effective March 1, 2024
(Alternative School)

CL-4 SUBSTITUTE CUSTODIAN (\$16/hr)

Noreen Armstrong, effective January 24, 2024
Tammy Kossmann, effective January 24, 2024

CL-5 SUBSTITUTE NURSE (\$150 per diem)

Bridget Rooney, effective January 24, 2024

OTHER

ALTERNATIVE SCHOOL INSTRUCTORS 2023-2024 (AMENDED)

Michael Fusaro, Science 2 sections, effective January 29, 2024
(Replacement for Ashley Smar, Science)

SUBSTITUTE TEACHER (\$130 per diem)

Selena Bello, effective January 24, 2024
Thomas Conza, effective January 24, 2024
Jamic Doherty, effective January 24, 2024, *student teacher*
Crista Kane, effective January 24, 2024
Shannon Keenan, effective January 24, 2024
Jake LaRocca, effective January 24, 2024
Abigail Marquardt, effective January 24, 2024
Kaylee Martin, effective January 24, 2024
Grace Minco, effective January 24, 2024
*Kathryn O'Farrell, effective January 24, 2024
Juliette Rogler, effective January 24, 2024
*Matthew Sandoval, effective January 24, 2024
Brianna Siclari, effective January 24, 2024
Tracy Sirc-Chandler, effective January 24, 2024
Isaiah Witherspoon, effective January 24, 2024
Evan Wolff, effective January 24, 2024

**Conditional pending fingerprinting clearance*

CIVIL SERVICE, continued

SUBSTITUTE TEACHER RESIGNATION

James Miraval, effective December 21, 2023
(District Wide)

CLUBS/ADVISORS 2023-2024

DISTRICTWIDE (AMENDED)

Combined Elementary Chorus, Sharon Quinlan
(change in Advisor from Melissa Senatore)

This Agreement is entered into this **1st** day of **January, 2024**, 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 Reach for the Stars Tutoring, Inc. (hereinafter the “CONSULTANT”), having a principal mailing address of 12 Winside Lane, Coram, NY 11727.

A. TERM

1. The term of this Agreement shall be from **January 1, 2024** through **June 30, 2024**, 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:

SEE ATTACHED SERVICES AND 2023-2024 RATE SHEET

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be **as per attached 2023-2024 rate sheet.**

E. INSURANCE

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

2. 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).
3. CONSULTANT shall provide the DISTRICT will a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

G. SUCCESSORS AND ASSIGNS

It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

H. WAIVER OF RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

I. SEVERABILITY

Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

J. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

K. ENTIRE AGREEMENT


1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

Reach for the Stars Tutoring, Inc.

West Islip Union Free School District

BY:



~~Executive Director~~
President

BY:

President, Board of Education



Reach for the Stars Tutoring, Inc.

"Helping People Achieve Their Goals and Realize Their Dreams"

Rate Sheet for West Islip Public Schools for the 2023-24 School Year

Provider: Reach for the Stars Tutoring, Inc.
Contact Name & Title: Melanie Rasmussen, President
Number: 631.804.3623, fax 631.828.6412
Address: 12 Winside Lane, Coram, NY 11727
Website: www.reachforthestarstutoring.com
Email: Melanie@reachforthestarstutoring.com

Type of Related Service	Teachers	Proposed Hourly Rate
Home Tutoring – General Education	NYS teachers certified at the elementary and secondary levels	\$70 virtual / \$90 in-person
Home Tutoring - Special Education	NYS certified Special Education Teachers	\$70 virtual / \$90 in-person
Parent Training	NYS certified Special Education Teachers	\$70 virtual / \$90 in-person
Resource Room (one-on-one)	NYS certified Special Education Teachers	\$70 virtual / \$90 in-person
CSE Meetings	NYS certified Special Education Teachers	\$70 virtual / \$90 in-person
No Show or Last-Minute Cancellation on Part of Parent/Student/District*	NYS certified teachers	Flat rate \$70 for missed virtual session / \$90 for missed in-person session
Home Tutor Generating Their Own Work	NYS certified teachers	30 minutes prep time for each hour of home instruction per week at \$70 per hour
Picking up work, exams, materials from District	NYS certified teachers	\$45 to pick up
Returning/ dropping off work, exams, materials, from District	NYS certified teachers	\$45 to drop off
Proctoring/ Testing	NYS certified teachers	\$70 virtual / \$90 in-person

*No Show / Last Minute Cancellation defined as less than 24 hours' notice.

**Supplemental Agreement between the
West Islip Union Free School District
and**

Supplemental Agreement dated this 1st day of January, 2024 between the West Islip Union Free School District (the “District”), located at 100 Sherman Avenue, West Islip, New York Reach for the Stars Tutoring, Inc.

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 New York Reach for the Stars Tutoring, Inc.

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

c. “Student Data” means Personally Identifiable Information of a “Student.”

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

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

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

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

or a copy may be obtained by writing to:

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, 2024. 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.]*

*Data is stored on Reach for the Stars Tutoring, Inc's computers.
Please see enclosed Data Security and Privacy Plan for additional
details and information.*

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.

Reach for the Stars Tutoring, Inc.

West Islip Union Free School District

By: Melanie J. Rasmussen

By: _____

Print Name: Melanie J Rasmussen

Print Name: _____

Title: President

Title: _____

Date: 1/4/2024

Date: _____

AGREEMENT

This Agreement is entered into this 1st day of July, 2023 by and between the West Islip Union Free School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at West Islip Union Free School District 100 Sherman Ave. West Islip, NY 11795 and the South Huntington Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 60 Weston Street, Huntington Station, New York 11746.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

- A. **TERM**: The term of this Agreement shall be from July 1, 2023 through June 30, 2024 inclusive, unless terminated earlier as provided for in this Agreement.
- B. **SERVICES AND RESPONSIBILITIES**:
 1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP. If an IEP for any of the students covered by this Agreement was developed by the DISTRICT OF RESIDENCE, and the DISTRICT OF RESIDENCE obtains written parental consent, the DISTRICT OF RESIDENCE shall forward the IEP to the Committee on Special Education of the DISTRICT OF LOCATION. The DISTRICT OF LOCATION shall provide the services recommended in such IEP, unless and until the IEP is amended by the DISTRICT OF LOCATION's own Committee on Special Education.
 - a. A student(s) may be added or deleted from the attached Schedule "A" at any time. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.
 2. The services provided by the DISTRICT OF LOCATION to students under this Agreement shall be in accordance with each student's IESP, as it may be modified from time to time.

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

31st and June 30th. Any and all reports shall be furnished upon termination of this Agreement. The DISTRICT OF LOCATION shall provide such additional information concerning the pupil's progress as may be required by the DISTRICT OF RESIDENCE.

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

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

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

E. CONFIDENTIALITY:

1. DISTRICT OF LOCATION, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF LOCATION, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. DISTRICT OF LOCATION further agrees that any information received by DISTRICT OF LOCATION, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF RESIDENCE, its employees, agents, clients, and/or students will be treated by DISTRICT OF LOCATION, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
2. DISTRICT OF RESIDENCE, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF RESIDENCE, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. DISTRICT OF RESIDENCE further agrees that any information received by DISTRICT OF RESIDENCE, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF LOCATION, its employees, agents, clients, and/or students will be treated by DISTRICT OF RESIDENCE, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
3. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

4. Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

F. REPRESENTATIONS:

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

G. INSURANCE:

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

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

H. MISCELLANEOUS

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

To DISTRICT OF RESIDENCE:
West Islip Union Free School District
100 Sherman Ave.
West Islip, NY 11795

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

2. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
3. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
8. No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.
9. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.

1. AUTHORIZATION TO ENTER INTO AGREEMENT

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

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


DISTRICT OF RESIDENCE

DISTRICT OF LOCATION

By:

West Islip Union Free School District

Date: _____



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

Date: 12/18/23

SUBJECT: POLICY

The Board of Education shall reserve to itself the function of providing guides for the discretionary action of those to whom it delegates authority. The Superintendent shall act as an advisor to the Board in the adoption and approval of written Board policies. The Board shall seek input from the staff and community where appropriate. These guides for discretionary action shall constitute the policies governing the operation of the School System.

The formulation and adoption of these written policies shall constitute the basic method by which the Board of Education shall exercise its leadership in the operation of the School System. The study and evaluation of reports concerning the execution of its written policies shall constitute the basic method by which the Board of Education shall exercise its control over the operation of the School System.

The adoption of a written policy shall occur only after the proposal has been moved, discussed and voted on affirmatively at two successive meetings of the Board of Education (i.e., the "first reading" and the "second reading"). The policy draft may be amended at the second meeting. By a majority vote, the Board may waive the "second reading" and complete the adoption of the proposed policy at its "first reading".

The formal adoption of written Board policy shall be recorded in the official minutes of the Board. Such written Board policy shall govern the conduct and affairs of the District and shall be binding upon the members of the educational community in the District.

A copy of the Board Policy Manual shall be provided to each Board member upon request. A current copy of the Board Policy Manual shall also be provided to the administrative office of each school and to the District Office for the use and guidance of administrative personnel.

It shall be the Board's responsibility to keep its written policies up-to-date so that they may be used consistently as a basis for Board action and administrative decision.

The Superintendent is given the continuing commission of calling to the Board's attention all policies that are out-of-date or for other reasons appear to need revision.

Education Law Sections 1604(9)
and 1709(1) and (2)

WORKPLACE VIOLENCE PREVENTION POLICY

The West Islip Union Free School District is committed to the safety and security of our employees. Workplace violence presents a serious Occupational Safety hazard to our agency and staff.

Workplace Violence is defined as any physical assault or act of aggressive behavior occurring where a public employee performs any work-related duty in the course of his or her employment including but not limited to an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm; intentional and wrongful physical contact with the person without his or her consent that entails some injury; or stalking an employee with the intent of causing fear or material harm to the visible safety and health of such employee when such stocking has arisen through and in the course of employment.

Acts of violence against any of our employees where any work-related duty is performed will be thoroughly investigated and appropriate action will be taken, including involving law enforcement authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as visitors; following all policies, procedures and practices; and assisting in maintaining a safe and secure work environment.

This policy is designed to meet the requirements of New York State Labor Law Art. §27-b and highlight some of the elements that are found within our Workplace Violence Prevention Program. The process involved in complying with this law includes a workplace evaluation that is designed to identify the risks of workplace violence to which our employees could be exposed. Authorized employee representatives will, at a minimum, be involved in:

- evaluating the physical environment;
- developing the Workplace Violence Prevention Program;
- reviewing workplace violence incident reports at least annually to identify trends in the types of incidents reported, if any, and reviewing the effectiveness of the mitigating actions taken; and
- annually reviewing and updating, as needed, the Workplace Violence Prevention Program.

All employees will participate in the annual Workplace Violence Prevention Training Program. The goal of this policy is to promote the safety and well-being of all people in our workplace. All incidents of violence or threatening behavior will be responded to immediately upon notification. All personnel are responsible for notifying the Director of School Safety of any violent incidents, threatening behavior, including threats they have witnessed, received, or have been told that another person has witnessed or received.

An employee is not required to provide written notice to the Director of School Safety if a workplace violence imminent danger exists to the safety of a specific employee or to the general

health of a specific person and the employee reasonably believes in good faith that reporting this information would not result in corrective action.

The District shall not take any retaliatory action against any employee because they make reports of workplace violence; request an inspection by the Commissioner of the premises; or accompany the Commissioner during an inspection.

If an employee chooses to file a criminal complaint, the employee must contact the District Attorney and/or the Suffolk County Police Department. The District will not infringe upon the right of an employee to pursue or file a criminal complaint.

Suffolk County Police Department – Call 911 (Non-emergency: 631-852- COPS)

Suffolk County District Attorney’s Office: 631-852-3185

Adopted: January 23, 2024

Workplace Violence Incident Report

1. Date of Incident:

2. Time of day/shift when the incident occurred:

3. Workplace location where incident occurred:

4. Provide a detailed description of the incident below.

Description (include the following):

Name of employee reporting the incident (unless a “privacy concern case”);

Names and job titles of involved employees;

Name or other identifier of other individuals involved;

Nature and extent of injuries arising from the incident;

Names of witnesses; and

Events leading up to the incident and how the incident ended.

Note: Employees who are victims of workplace violence can independently and voluntarily request that their name not be entered on the report. If the form must be shared with anyone, other than the District or Commissioner of Labor and the District deems the case a “privacy concern case,” the District will remove the name of the employee who was the victim and enter “PRIVACY CONCERN CASE” in the space normally used for the employee’s name. Privacy concern cases include cases involving:

- Injury or illness to an intimate body part or the reproductive system;
- Injury or illness resulting from a sexual assault;
- Mental illness;
- HIV infection;
- Needle stick injuries and cuts from sharp objects that are or may be contaminated with another person’s blood or potentially infectious material; and
- Other injuries or illnesses, if the employee independently and voluntarily requests that the employee’s name not be entered on the report.