

AGENDA



BOARD OF EDUCATION

March 13, 2024

7:30 p.m.

Beach Street Middle School
17 Beach Street

Submitted by:
Dr. Paul Romanelli
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
March 13, 2024

Beach Street Middle School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
 - A. Student Representative Report
- 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 February 27, 2024 Planning Session and the February 29, 2024 Special Meeting.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) Buildings and Grounds Committee (2/27/2024)
 - B) Health and Wellness Committee (3/5/2024)
 - C) Education Committee (3/12/2024)
 - D) Finance Committee (3/12/2024)
 - E) Policy Committee (3/12/2024)
 1. First Reading - Revision No. 7218 Class Ranking/Weighting of Grades
 2. First Reading - New No. 7572 Timeout and Physical Restraint (All Students)
 3. Administration Series - 3000 Administration
 - F) Special Education Committee (3/13/2024)
- IX. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Contracts
 1. Deer Park UFSD 2023-2024 Health Services \$1,029.18
 2. Smithtown Central School District 2023-2024 Health Services \$5,188.96
 3. Smithtown Central School District 2023-2024 Special Education Services
 - C) Approval of Surplus
 1. Vision Screener ~ Manetuck
 2. Miscellaneous IT equipment ~ Districtwide
- X. **PRESIDENT'S REPORT**
 - A) Approval of Resolution re: receipt of the Single Audit Report for the year ended June 30, 2023 from R.S. Abrams & Co., LLP
 - B) Approval of resolution re: Bond Resolution authorizing the expansion of the District's swimming pool
 - C) Approval of resolution re: Notice of Public Hearing, Budget Vote and Election of the West Islip UFSD Suffolk County, New York
 - D) Approval of resolution re: the 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
- XI. **SUPERINTENDENT'S REPORT**

XII. NOTICES/REMINDERS

XIII. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

XIV. 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.*

XV. 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.*

XVI. CLOSING - Adjournment

**PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
February 27, 2024 – Beach Street Auditorium**

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

ABSENT: None

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

ABSENT: None

ATTORNEY: None

Meeting called to order at 7:48 p.m. followed by the Pledge.

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 February 6, 2024 Special Meeting and the February 8, 2024 Regular Meeting.

PERSONNEL:

TEACHING ASSISTANTS

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

TA-1

RESIGNATION

Kaitlin Graff, Special Education
Effective February 16, 2024
(Udall)

TA-2

TERMINATION

Ryan Perry, Technology and Special Education
Effective March 28, 2024
(Beach)

**CIVIL
SERVICE**

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

CL-1

LEAVE OF ABSENCE FMLA

Daniel Trupia, Custodial Worker I
Effective March 4, 2024 through May 26, 2024
(Udall)

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

CL-2

PROBATIONARY APPOINTMENT

Khaleda Gousuzzaman, Part-Time Food Service Worker
Effective February 28, 2024
(Udall; \$16.22/hr; replacing Angelina Archer {reassigned})

Jodi Pacifico, Part-Time Office Assistant
Effective March 4, 2024
(ALT School; Step 1; replacing Lisa Baynon {resigned})

Tangerine Schmitt, Bus Attendant
Effective February 28, 2024
(Transportation; Step 2; replacing Robert Cacace {resigned})

CL-3

SUBSTITUTE CUSTODIAN (\$16/hr)

Anthony Paladino, effective February 28, 2024

OTHER

PERMANENT SUBSTITUTE TEACHER RESIGNATION

Morgan Dosch, Paul J. Bellew
Effective February 17, 2024

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve Adult Education Spring 2024 as listed below:

ADULT EDUCATION SPRING 2024

Marilyn Balkam (Beginner Line Dancing) \$40/hr
Diane Sharkey (Beginners Line Dancing) \$40/hr
Lenny Butler (Community CPR/First Aid) \$35/hr
Kim Crichton (Yoga, Stretch, Body Sculpt) \$45/hr
Matthew Hatzinger (Volleyball) \$45/hr
Phyllis Hintze (Ballroom Dancing) \$35/hr
Evan Levy (Social Security Planning) no cost to West Islip
Bruce Sieberman (Defensive Driving) no cost to West Islip
Jake Caramico (How Money Works) no cost to West Islip
Jane Loehle (Aquacise) \$45/hr
Kaitlin Murphy (Lifeguard) \$25/hr
Kori Sasone (Lifeguard) \$25/hr
Michael Johnson (Lifeguard) \$25/hr
Kathryn Mushorn (Lifeguard) \$25/hr
Matt Triglia (Lifeguard) \$25/hr
James Grover (Basketball) \$45/hr
Nizza Tasayco (Volleyball) \$45/hr
Richard Tesoro (About Boat Safety) no cost to West Islip
Robert Watts (Introduction to Guitar/Piano) \$40/hr

APPROVAL:

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve the 2024-2025 Student Teacher Calendar - Option B.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve the Superintendent's Contract.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve 2023-2024 Health Services Contract: Sayville UFSD ~ \$3,287.28.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to table Resolution re: Real Property Tax Exemption Section 459-c for persons with disabilities and limited income and Resolution re: Real Property Tax Exemption Section 467 for persons aged 65 and over with limited income.

**RESOLUTION
REAL PROPERTY TAX EXEMPTION FOR PERSONS
WITH DISABILITIES AND LIMITED INCOME**

WHEREAS, Section 459-c of the New York State Real Property Tax Law (RPTL) provides that a public school district may grant a partial exemption from taxation for real property which is owned by certain persons with limited income who are disabled meeting the requirements set forth in Section 459-c of the RPTL, and

WHEREAS, the Board of Education has previously authorized this partial exemption; and

WHEREAS, RPTL 459-c provides for a new definition of income for exemption purposes for qualifying Persons with Disabilities and Limited Income; and

WHEREAS, RPTL 459-c defines income, in relevant parts as the federal adjusted gross income (FAGI), less any distributions received from an individual retirement account or individual retirement annuity that were included in FAGI, plus any social security benefits that were excluded from FAGI; and any tax-exempt interest or dividends that were excluded from the FAGI; and

WHEREAS, FAGI includes the federal taxable amount of any pensions, annuities and IRA distributions; and

WHEREAS, RPTL 459-c allows school districts the option of adjusting the income definition further via adoption of a resolution after a public hearing; and

WHEREAS, the Board of Education held a Public Hearing on February 27, 2024 regarding the possible adjustments to income for purposes of the exemption under RPTL 459-c; and

WHEREAS, the Board of Education desires to make adjustments to the definition of income under RPTL 459-c, which already encompasses pensions included in FAGI, to also consist of any distributions received from an individual retirement account or individual retirement annuity that were included in FAGI

NOW THEREFORE BE IT RESOLVED, with respect to the calculation of income for the purposes of the tax exemption for Persons with Disabilities and Limited Income, income which already encompasses pensions contained in FAGI, shall also include any distributions received from an individual retirement account or individual retirement annuity that were included in FAGI.

**RESOLUTION
REAL PROPERTY TAX EXEMPTION FOR PERSONS
AGED 65 & OVER WITH LIMITED INCOME**

WHEREAS, Section 467 of the New York State Real Property Tax Law (RPTL) provides that a public school district may grant a partial exemption from taxation for real property which is owned by certain persons with limited income who are aged 65 and over meeting the requirements set forth in Section 467 of the RPTL, and

WHEREAS, the Board of Education has previously authorized this partial exemption; and

WHEREAS, RPTL 467 provides for a new definition of income for exemption purposes for qualifying Persons with aged 65 and over;
and;

WHEREAS, RPIL 467 defines income, in relevant part, as the federal adjusted gross income (FAGI), less any distributions received from an individual retirement account or individual retirement annuity that were included in FAGI, plus: any social security benefits that were excluded from FAGI; and any tax-exempt interest or dividends that were excluded from the FAGI; and

WHEREAS, FAGI includes the federally taxable amount of any pensions, annuities and IRA distributions; and

WHEREAS, RPIL 467 allows school districts the option of adjusting the income definition further via adoption of a resolution after a public hearing; and

WHEREAS, the Board of Education held a Public Hearing on February 27, 2024 regarding the possible income adjustments for purposes of the exemption under RPIL 467; and

WHEREAS, the Board of Education desires to make adjustments to the definition of income under RPIL 467, which already encompasses pensions included in FAGI, to also consist of any distributions received from an individual retirement account or individual retirement annuity that were included in FAGI.

NOW THEREFORE BE IT RESOLVED, with respect to the calculation of income for the purposes of the tax exemption for Persons Aged 65 and Over with Limited Income, income, which already encompasses pensions included in FAGI, shall also consist of any distributions received from an individual retirement account or individual retirement annuity that were included in FAGI.

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 8:00 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:36 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 approve resolution re: 2% increase for the 2024-2025 non-represented employee's salary increases.

Resolution

Be it Resolved, that the Board of Education approves a 2% salary increase for the 2024-2025 non-represented employee's salary increases.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve resolution re: 2% increase for the 2024-2025 Smartweb, Inc. Consulting Services Contract.

Resolution

Be it Resolved, that the Board of Education approves a 2% increase for the 2024-2025 Smartweb, Inc. Consulting Services Contract.

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

Resolution

Be it resolved, that the Board of Education approves allowing network systems and microcomputer technicians the ability to donate ten sick days to another employee.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve resolution re: School Safety officers will receive two personal days beginning in the 2024-2025 school year.

Resolution

Be it resolved, that the Board of Education approves two personal days be given to School Safety Officers beginning in the 2024-2025 school year.

Meeting adjourned 8:38 p.m. on motion by Peter McCann, seconded by Richard Antonello 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.

DRAFT

**SPECIAL MEETING OF THE BOARD OF EDUCATION
February 29, 2024 – West Islip High School Library**

PRESENT: Mr. Tussie, Mr. Bedell, Mrs. Brown, Mrs. Marks
ABSENT: Mr. Antoniello, Mrs. Kelly, Mr. McCann
ADMINISTRATORS: Dr. Romanelli, Mrs. Pellati, Mrs. Morrison, Mr. Cameron
ATTORNEY: None

Meeting was called to order at 6:30 p.m.

Speaker:

Mr. Daniel Bryant spoke about how he is disappointed by the Board's decision to pass the resolutions listed on the agenda. Mr. Bryant spoke at length about the exemptions and the Town/County and how this is the most regressive decision he has heard of.

Motion was made by Christina Marks, seconded by Debbie Brown and carried when all Board members present voted in favor to approve Resolution re: Real Property Tax Exemption Section 459-c for persons with disabilities and limited income.

**RESOLUTION
REAL PROPERTY TAX EXEMPTION FOR PERSONS
WITH DISABILITIES AND LIMITED INCOME**

WHEREAS, Section 459-c of the New York State Real Property Tax Law (RPTL) provides that a public school district may grant a partial exemption from taxation for real property which is owned by certain persons with limited income who are disabled meeting the requirements set forth in Section 459-c of the RPTL; and

WHEREAS, the Board of Education has previously authorized this partial exemption; and

WHEREAS, RPTL 459-c provides for a new definition of income for exemption purposes for qualifying Persons with Disabilities and Limited Income; and

WHEREAS, RPTL 459-c defines income, in relevant part, as the federal adjusted gross income (FAGI), less any distributions received from an individual retirement account or individual retirement annuity that were included in FAGI, plus:
any social security benefits that were excluded from FAGI; and
any tax-exempt interest or dividends that were excluded from the FAGI; and

WHEREAS, FAGI includes the federally taxable amount of any pensions, annuities and IRA distributions; and

WHEREAS, RPTL 459-c allows school districts the option of adjusting the income definition further via adoption of a resolution after a public hearing; and

WHEREAS, the Board of Education held a Public Hearing on February 27, 2024 regarding the possible adjustments to income for purposes of the exemption under RPTL 459-c; and

WHEREAS, the Board of Education desires to make adjustments to the definition of income under RPTL 459-c, which already encompasses pensions included in FAGI, to also consist of any distributions received from an individual retirement account or individual retirement annuity that were included in FAGI.

NOW THEREFORE BE IT RESOLVED, with respect to the calculation of income for the purposes of the tax exemption for Persons with Disabilities and Limited Income, income, which already encompasses pensions contained in FAGI, shall also include any distributions received from an individual retirement account or individual retirement annuity that were included in FAGI.

Motion was made by Christina Marks, seconded by Debbie Brown and carried when all Board members present voted in favor to approve Resolution re: Real Property Tax Exemption Section 467 for persons aged 65 and over with limited income.

**RESOLUTION
REAL PROPERTY TAX EXEMPTION FOR PERSONS
AGED 65 & OVER WITH LIMITED INCOME**

WHEREAS, Section 467 of the New York State Real Property Tax Law (RPTL) provides that a public school district may grant a partial exemption from taxation for real property which is owned by certain persons with limited income who are aged 65 and over meeting the requirements set forth in Section 467 of the RPTL, and

WHEREAS, the Board of Education has previously authorized this partial exemption; and

WHEREAS, RPTL 467 provides for a new definition of income for exemption purposes for qualifying Persons with aged 65 and over; and;

WHEREAS, RPTL 467 defines income, in relevant part, as the federal adjusted gross income (FAGI), less any distributions received from an individual retirement account or individual retirement annuity that were included in FAGI, plus any social security benefits that were excluded from FAGI; and any tax-exempt interest or dividends that were excluded from the FAGI; and

WHEREAS, FAGI includes the federally taxable amount of any pensions, annuities and IRA distributions; and

WHEREAS, RPTL 467 allows school districts the option of adjusting the income definition further via adoption of a resolution after a public hearing; and

WHEREAS, the Board of Education held a Public Hearing on February 27, 2024 regarding the possible income adjustments for purposes of the exemption under RPTL 467; and

WHEREAS, the Board of Education desires to make adjustments to the definition of income under RPTL 467, which already encompasses pensions included in FAGI, to also consist of any distributions received from an individual retirement account or individual retirement annuity that were included in FAGI.

NOW THEREFORE BE IT RESOLVED, with respect to the calculation of income for the purposes of the tax exemption for Persons Aged 65 and Over with Limited Income, income, which already encompasses pensions included in FAGI, shall also consist of any distributions received from an individual retirement account or individual retirement annuity that were included in FAGI.

Motion was made by Christina Marks, seconded by Debbie Brown and carried when all Board members present voted in favor to adjourn meeting at 6:53 p.m.

Respectfully submitted by,



Mary Hock

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

PERSONNEL:

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

TEACHERS

T-1

RETIREMENT

Jill Culver, Art
Effective July 1, 2024
(25 years)

Kristen Finnegan, Elementary
Effective July 1, 2024
(32 years)

Maria Lucie, Elementary
Effective July 1, 2024
(25 years)

James McManus, Jr., Physical Education
Effective July 1, 2024
(38.5 years)

Carrie Beth Russo, Social Worker
Effective July 1, 2024
(20 years)

Kelly Sepe, Science
Effective July 1, 2024
(26 years)

Karen Testa, World Languages
Effective July 1, 2024
(18 years)

Mary Claire Yoder, English
Effective July 1, 2024
(29 years)

T-2

REGULAR SUBSTITUTE (AMENDED)

Alessia Tocco, Family and Consumer Science
Effective September 1, 2023 through April 16, 2024
(Beach & High School; change in date from September 1, 2023
through March 13, 2024)

Catherine Seale, Social Worker
Effective January 24, 2024 through June 26, 2024
(Oquenock; change in date from January 24, 2024 through March 13, 2024)

CIVIL SERVICE

CL-1

RETIREMENT

Mary Hock, Administrative Assistant & District Clerk
Effective May 31, 2024
(22 years)

CL-2

SUBSTITUTE CUSTODIAN (\$16/hr)

Landen Smith, effective March 14, 2024

CL-3

SUBSTITUTE FOOD SERVICE WORKER (\$16/hr)

Theresa Clark, effective March 14, 2024

OTHER

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Kaylee Martin, High School
Effective March 14, 2024 through June 26, 2024

SUBSTITUTE TEACHER (\$130 per diem)

- *Matthew Calhoun, effective March 14, 2024
- *Jack Classen, effective March 14, 2024
- *Genna Johnson, effective March 14, 2024
- *Erin MacFadden, effective March 14, 2024
- *Olessia Sabadakh, effective March 14, 2024
- *Jenna Vallinoto, effective March 14, 2024

SPRING 2024 HIGH SCHOOL COACHES

GIRLS TRACK (AMENDED)

Vincent Melia, Varsity Coach, *effective March 11, 2024*
(Replacement for Nicholas Grieco)

Sierra Koehler, Assistant Varsity Coach, *effective March 11, 2024*
(Replacement for Vincent Melia)

BOYS TRACK

Matthew Sullivan, Per Diem Assistant Varsity Coach

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

Lifeguard
Abigail Richardelli

**Conditional pending fingerprinting clearance*

SUBJECT: CLASS RANKING/WEIGHTING OF GRADES

The Board of Education wishes to recognize outstanding academic achievement and shall use a system of computing grade average to inform graduating students of their class standing.

Class Rank Computation

Courses applicable to class rank are those that are within the five major academic areas (English, social studies, math, science, and foreign language.) Effective with the 2007-2008 school year, all additional college level, honors and advanced placement courses in any discipline are also counted.

~~**Unweighted Average**~~

~~A student's unweighted average is the numerical average of those courses included in the ranking process. No weight factor is applied.~~

Transcripts

All courses taken, including summer school or repeated courses, will be listed on a student's transcript. For courses taken more than once, only the highest grade received will be used for ranking purposes.

Rank for College Application

Rank for college application purposes is calculated at the conclusion of the junior year.

Rank for Academic Leaders (Valedictorian/Salutatorian/Other Honors)

Rank is calculated once again after the third quarter of senior year to determine the Academics Leaders, as well as for any other honors that may be based on rank.

Transfer Students

To be considered for Academic Leader and the privilege of speaking at graduation, a graduating senior must have spent at least four (4) semesters at West Islip High School. A grade conversion chart will be applied to grades of students who transfer from a school which uses an alternate grading method.

Dissemination/Notification

The policy on Class Rank will be disseminated to appropriate school officials and will also be published in the student handbook. This policy will become effective with the high school class of 2002 and all subsequent classes.

CLASS RANKING

~~All courses will be weighted equally to promote a learning environment focused on substantive outcomes, mastering of new skills, and exploring new ideas.~~

Commencing with the 2024-2025 school year, all International Baccalaureate (IB) and Advanced Placement (AP) courses will be weighted as follows:

International Baccalaureate (IB)	1.10
Advanced Placement (AP)	1.08

At the end of seven semesters, the grade point averages for seniors will be calculated. Ten students will be chosen based upon their academic performance from which two Academic Leaders will be selected by the Academic Leader/Honored Speaker Selection Committee.

- Academic record
- Extra-curricular activities
- Honor Society standing
- Community Service
- Disciplinary Record
- Attendance Record
- Enrollment History

Regulations will be developed to guide the committee and Academic Leader selection process.

*Revised and approved by the Board of Education 3/13/2021-
~~5/12/2022~~*

TIMEOUT AND PHYSICAL RESTRAINT (ALL STUDENTS)

This policy applies to all students, whether or not they are students with disabilities. The Board of Education recognizes that sometimes students exhibit challenging behaviors that impede learning and pose concern for the physical safety of themselves or others. The Board is required by state law and state regulations to adopt a policy that establishes administrative practices and procedures on the use of timeout and physical restraint to address such challenging behaviors.

As required by state regulations, the district will utilize positive, proactive, evidence- and researched-based strategies through a multi-tiered system of supports, to reduce the occurrence of challenging behaviors, eliminate the need to the use of timeout and physical restraint, and improve school climate and the safety of all students. Such strategies will include intervention and prevention procedures and de-escalation techniques. However, these strategies may not always be effective in keeping the school environment safe.

Pursuant to state regulations 8 NYCRR §19.5, timeout and physical restraint will not be used as discipline or punishment, retaliation, or as a substitute for positive, proactive intervention strategies that are designed to change, replace, modify, or eliminate a targeted behavior. Timeout and physical restraint may only be used when:

1. Other less restrictive and intrusive interventions and de-escalation techniques would not prevent imminent danger of serious physical harm to the student or others;
2. There is no known medical contraindication to its use on the student; and
3. School staff using such interventions have been trained in its safe and appropriate application, as required by state regulations.

For purposes of this policy and regulation, the term “parent” refers to parents and persons in parental relation.

The Superintendent is directed to establish administrative regulations to implement this policy.

I. Precipitating Factors and Time Limitations

Generally, timeout and physical restraint will be used when students exhibit behavior that puts themselves or others at risk of physical injury. Timeout and physical restraint will be used for the least amount of time necessary, generally only until the student has de-escalated, can return to their educational program, and no longer poses a risk of injury to themselves or others.

II. Timeout for Students with Disabilities Pursuant to a Behavioral Intervention Plan

In addition to situations posing an immediate concern for the physical safety of a student or others as described in this policy and administrative regulation, timeout may be used for students with disabilities in conjunction with a behavioral intervention plan (BIP), as part of the student’s individualized education program (IEP), as permitted by state regulations 8 NYCRR §200.22.

III. Staff training

The district will provide annual training to staff on the use of timeout and physical restraint as required by state regulations and outlined further in the accompanying policy 7572.12-R.[MGV1]

IV. Information Provided to Parents

As required by state regulations, the district will provide this policy and accompanying administrative regulation to the parents of students for whom timeout and physical restraint has been used within three days of the use of timeout or a physical restraint.

V. Parent Notification of Timeout or Restraint

The Building Principal or designee will notify parents on the same day that timeout or physical restraint is used on a student, including a timeout used in conjunction with a student's BIP. The notification will offer the parent the opportunity to meet regarding the incident. Parents will also be provided with a copy of the documentation of the incident within three school days of the use of timeout or physical restraint.

The Principal or designee will record the attempts made to contact the parent. In the case of students with disabilities, the Principal or designee will report such attempts to the student's committee on preschool special education or committee on special education.

VI. Data Collection to Monitor Patterns

As required by state regulations, the district will document each incident of the use of timeout (including those used in conjunction with a BIP) and physical restraint. A school administrator or designee shall meet with school staff who participated in the use of timeout and/or physical restraint following each incident and review its documentation to monitor patterns of timeout and physical restraint.

VII. Prohibited Actions

Students may not be placed in a locked room or space in a room where the student cannot be continuously observed and supervised by school staff. Students may not be placed in a prone restraint (a physical or mechanical restraint while the student is in a face down position).

Additionally, district teachers, administrators, officers, employees, or agent may not use corporal punishment, mechanical restraint and other aversive interventions, or seclusion (which differs from timeout) against a student, as defined in state regulations. State regulations include school resource officers in the term "agent" except when a student is under arrest and handcuffs are necessary for the safety of the student and others.

VIII. Annual Reporting

Effective with the 2024-2025 school year, District staff must report all allegations of corporal punishment, mechanical restraint and other aversive interventions, prone physical restraint, or seclusion to the Superintendent. The Superintendent or designee will investigate the allegations, and determine whether they are substantiated or unsubstantiated, and will compile the reports annually.

The district will submit a report to the State Education Department, on a form and at a time prescribed by the Commissioner of Education, on the use of timeout and physical restraint, as well as substantiated and unsubstantiated allegations of the use of corporal punishment, mechanical restraint and other aversive interventions, prone physical restraint and seclusion.

IX. Public Availability and Posting of Policy

This policy and accompanying administrative regulation will be made publicly available for review at the district administrative offices, at each school building, and posted on the district's website.

Ref: Education Law §4402(9)

8 NYCRR §§19.5; 200.22

Adoption date:

TIMEOUT AND PHYSICAL RESTRAINT (ALL STUDENTS) REGULATION

This regulation contains administrative procedures addressing the use of timeout and physical restraint, as required by state regulations. Timeout and physical restraints will not be used as discipline or punishment, retaliation, or as a substitute for positive, proactive intervention strategies that are designed to replace, modify, or eliminate a targeted behavior.

I. Timeout

Timeout is defined in state regulations as a behavior management technique that involves the monitored separation of a student in a non-locked setting, implemented for the purpose of de-escalating, regaining control, and preparing the student to meet expectations to return to their education program.

Timeout does not include:

1. a student-initiated or student-requested break to utilize coping skills, sensory input, or self-regulation strategies;
2. use of a room or space containing coping tools or activities to assist a student to calm and self-regulate, or the use of such intervention strategies consistent with a student with a disability's behavioral intervention plan; or
3. a teacher removal, in-school suspension; or any other appropriate disciplinary action.

A. Use of Timeout

Timeout may only be used in situations that pose an immediate concern for the physical safety of the student or others. Staff must return students to their educational program as soon as they have safely de-escalated, regained control and are prepared to meet expectations.

B. Physical Requirements for Rooms or Spaces Used for Timeout

The room or physical space ("space") used for purposes of timeout may be located within a classroom or outside of the classroom and any room or space shall comply with the following requirements:

- Must be unlocked, and any door must be able to be opened from the inside. The use of locked rooms or physical spaces is prohibited.
- Must provide continuous visual and auditory monitoring of the student;
- Must be of adequate width, length, and height to allow the student to move about and recline comfortably;
- Must be clean and free of objects and fixtures that could be potentially dangerous to a student; and
- Must meet all local fire and safety codes;
- The temperature of the room/space shall be within the normal comfort range and consistent with the rest of the building;
- If wall and floor coverings are used, they should be designed to prevent injury to the student; and;
- There must be adequate lighting and ventilation.

Staff must continue to monitor the student in a timeout room or space. Any staff serving as timeout monitors shall receive training as set forth in this policy.

C. Additional Requirements for the Use of Timeout with Students with Disabilities

Except for situations posing an immediate concern for physical safety, the use of timeout shall only be used in connection with a behavioral intervention plan that is designed to teach and reinforce appropriate behaviors.

The IEP should include the maximum amount of time they will need to be in timeout as a behavioral consequence, as determined on an individual basis, in consideration of the student's age and individual needs. The behavioral intervention plan will be designed to teach and reinforce alternative appropriate behaviors.

The district will inform parents of students with disabilities prior to the initiation of a BIP that incorporates the use of timeout, give the parent an opportunity to see the room or physical space that will be used, and provide the parent with a copy of this policy and regulation.

D. Factors Precipitating the Use of Timeout

The factors which may trigger the use of timeout can depend on the particular student. Generally, timeout may be used when a student needs to de-escalate, regain control of their actions and emotions, and prepare to meet expectations to return to the education program. Such students may be unable to control (or exhibit difficulty controlling) their actions or emotions, feel overwhelmed or overstimulated, exhibit violent actions, or pose a danger to themselves or others. Such students generally would not have responded favorably to initial intervention and de-escalation actions by staff, or when positive, proactive intervention strategies used by staff were unsuccessful.

E. Time Limitations for Timeout

The amount of time a student may spend in timeout will vary depending on the student's age, grade, and development level, individual needs, behavioral intervention plan (for students with disabilities), and the specific circumstances. Students will spend only as much time in timeout as is necessary for them to deescalate, regain control, return to their educational programs, or no longer pose a concern for the physical safety of themselves or others.

Timeout for students with disabilities that are utilized pursuant to their BIP will not be more than the maximum amount of time specified in the BIP.

II. Use of Physical Restraint

Physical restraint immobilizes or reduces the ability of a student to move their arms, legs, body, or head freely. Physical restraint does not include a physical escort or brief physical contact and/or redirection to promote student safety, calm or comfort a student, prompt or guide a student when teaching a skill or assisting a student in completing a task, or for other similar purposes.

A. Requirements for use of Physical Restraint

Physical restraint will only be used in situations where immediate intervention involving the use of reasonable physical force is necessary to prevent imminent danger of serious physical harm to the student or others.

1. The type of physical restraint used shall be the least restrictive technique necessary and will stop as soon as the imminent danger of serious physical harm is over.
2. Physical restraint will never restrict the student's ability to breathe or communicate or harm the student.
3. Students will not be restrained in a prone (face-down) position.
4. Physical restraint will not be used as a planned intervention on a student's individualized education program, Section 504 accommodation plan, behavioral intervention plan, or other plan developed for a student by the school.
5. Physical restraint will not be used to prevent property damage, except in situations where there is imminent danger of serious physical harm to the student or others, and the student has not responded to positive, proactive intervention strategies.

6. Physical restraint will be administered only by staff who have received training in accordance with state regulations and this policy and regulation.

7. Following a physical restraint, if the student is or is believed to be injured, the school nurse or other medical personnel (i.e., physician, physician assistant, or a nurse practitioner) will evaluate the student to determine and document if any injuries were sustained during the incident.

B. Factors Precipitating the Use of Physical Restraint

A physical restraint may only be used when other less restrictive and intrusive interventions and de-escalation techniques would not prevent imminent danger of serious physical harm to the student or others; there is no known medical contradiction to its use on the student; and school staff using such interventions have been trained in its safe and appropriate application. Physical restraints will not be used as discipline or punishment, retaliation, or as a substitute for positive, proactive intervention strategies that are designed to change, replace, modify, or eliminate a targeted behavior.

The factors which may trigger the use of physical restraint can depend on the particular student, but there must be imminent danger of serious physical harm to the student or others. Generally, physical restraint may be used when a student needs to de-escalate, regain control of their actions and emotions, and prepare to meet expectations to return to the education program. Such students may be unable to control (or exhibit difficulty controlling) their actions or emotions, feel overwhelmed or overstimulated, exhibit violent actions, or pose a danger to themselves or others. Such students generally would not have responded favorably to initial intervention and de-escalation actions by staff, or when positive, proactive intervention strategies used by staff were unsuccessful.

C. Time Limitations for Physical Restraint

Students will remain in physical restraint only while the imminent danger of serious physical harm to the student or others persists.

III. General Requirements for Timeout and Physical Restraint

A. Staff Training

All staff will receive training annually which shall include training on the school's policies and procedures related to the use of timeout and physical restraint; evidence-based positive, proactive strategies; crisis intervention and prevention procedures and de-escalation techniques. Staff who may be called upon to implement a timeout or physical restraint shall receive annual, evidence-based training in safe and effective developmentally appropriate timeout and physical restraint procedures.

Only trained staff authorized by the school principal may implement timeout or physical restraint. Staff who are not authorized to implement timeout or physical restraint will receive training on what to do and who to contact if a student is exhibiting behaviors indicating a need for timeout or physical restraint, where the student has not responded to positive and proactive strategies and less restrictive and intrusive interventions and de-escalation techniques.

B. Prohibitions

Students are prohibited from being placed in seclusion, a locked room or space for timeout, or in a prone restraint (face-down position). In addition, the following actions are prohibited by state regulations:

1. Aversive Interventions

Aversive intervention is an intervention that is intended to induce pain or discomfort for the purpose of eliminating or reducing student behavior including the contingent application of noxious, painful, intrusive stimuli or activities, strangling, shoving, deep muscle squeezes or similar actions; noxious, painful or intrusive spray; inhalant or tastes;

denying or delaying food, or altering food or drink to make it distasteful; limiting movement as a punishment, including helmets or mechanical restraints. A mechanical restraint is the use of any device or equipment to restrict a student's freedom of movement; this does not include devices implemented by trained school personnel, or utilized by a student, which have been proscribed by an appropriate medical or related services professional.

Aversive interventions do not include voice control, limited to loud, firm comments; time-limited ignoring of a specific behavior, token fines as part of a token economy system, brief physical prompts to interrupt or prevent a specific behavior, interventions medically necessary to treat or protect the student.

2. Corporal Punishment

Corporal punishment is any act of physical force upon a student for the purpose of punishing that student. The term does not include the use of physical restraint as defined in state regulations to protect the student, another student, teacher or any other person from physical injury when alternative procedures and methods not involving the use physical restraint cannot reasonably be employed to achieve these purposes.

3. Seclusion

Seclusion is defined in state regulations as the involuntary confinement of a student alone in a room or space that they are physically prevented from leaving or they may perceive that they cannot leave at will. Seclusion does not include timeout as defined in this policy and state regulations.

C. Data Collection to Monitor Patterns of Use

1. Documentation

The district will document each incident of timeout (including those pursuant to a BIP) and physical restraint. Documentation will include:

- a. The student's name and birth date;
- b. The setting and location of the incident;
- c. The names of staff members and any person who participated in the implementation, monitoring and supervision of the use of timeout/physical restraint;
- d. A description of the incident, including the duration and for physical restraint, the type of restraint used;
- e. Whether the student has an IEP, Section 504 plan, BIP, or other plan developed by the school for the student;
- f. The positive, proactive intervention strategies utilized prior to the use of timeout/physical restraint (for students with disabilities, include whether those strategies were consistent with the BIP, if applicable);
- g. The details of any injuries sustained by the student or staff during the incident and whether the student was evaluated by the school nurse or other medical personnel;
- h. The date and method of parent notification and whether a meeting was held; and
- i. The date the debriefing was held.

The District will maintain this documentation. This documentation will be reviewed by supervisory personnel and the school nurse or other medical personnel as necessary. This documentation will be made available to the State Education Department upon request.

2. Debriefing

As soon as is practicable, and after every incident in which timeout and/or a physical restraint is used on a student, a school administrator or designee will:

- a. Meet with the school staff who participated in the use of timeout and/or physical restraint to discuss:
 - i. the circumstances leading to the use of timeout and/or physical restraint;
 - ii. the positive, proactive intervention strategies that were utilized prior to the use of timeout and/or physical restraint; and
 - iii. planning for the prevention and reduction of the future need for timeout and/or physical restraint with the student including, if applicable, whether a referral should be made for special education programs and/or other support services or, for a student with a disability, whether a referral for review of the student's individualized education program and/or behavioral intervention plan is needed.
- b. Direct a school staff member to debrief the incident with the student in a manner appropriate to the student's age and developmental ability and to discuss the behavior(s), if any, that precipitated the use of timeout and/or physical restraint.

3. Review of Documentation

The school administrator or designee will regularly review documentation on the use of timeout and physical restraint to ensure compliance with school's policy and procedures.

If there are multiple incidents within the same classroom or involving the same staff, the school administrator or designee will take appropriate steps to address the frequency and pattern of use.

D. Parent Notification

The District will ensure a parent(s) or person(s) in parental relation to the student will receive same day notification following the use of timeout, including the use of a timeout in connection with a BIP, or use of a physical restraint. Same-day parent notification will be via methods reasonably expected to reach the parent (e.g., email, text, phone, apps or portals, etc.), and may take into account parent preference.

When a parent or person in parental relation cannot be contacted, after reasonable attempts are made, the [insert school administrator] or school principal will record such attempts. For students with disabilities, the school principal or building administrator will report the attempts to the CSE or CPSE. The notification must provide parents the opportunity to meet regarding the incident. The parents or person(s) in parental relation to the student shall be provided with a copy of the documentation of the incident within three school days of the use of timeout and/or physical restraint.

Adoption date:

7572.1-E

TIMEOUT AND PHYSICAL RESTRAINT (ALL STUDENTS) EXHIBIT

(Date)

(Name of Parent/ Person in Parental Relation)

(Address of Parent/ Person in Parental Relation)

Dear *(Parent/ Person in Parental Relation Name)*:

As we notified you on *(date)* via *(method of communication)*, *(student's name)* engaged in the following behavior: *(description of behavior precipitating use of timeout or physical/mechanical restraint)* on *(date)*.

We attempted the following behavior support strategies: *(description of positive, proactive strategies, less restrictive and intrusive interventions, and de-escalation techniques used prior to timeout or restraint use)*.

When these attempts did not succeed, we *(select one)*: (A) sent *(student's name)* to the space used for timeout *(or insert name used by the school)* (B) physically restrained *(student's name)* for a period of *(number)* minutes.

We invite you to meet with us to discuss this incident. Please contact me at *(contact information)* to schedule a time. We have also included a copy of the documentation of the incident, as well as the district's policy and regulation on timeout and restraint.

Please contact *(name and contact information)* if you have any questions or need any additional information.

Sincerely,

(Name, Title)

Adoption date:

ESSENTIAL POLICY MANUAL

TABLE OF CONTENTS

- **PHILOSOPHY, GOALS & OBJECTIVES (Series--0000)**
- **COMMUNITY RELATIONS (Series--1000)**
- **SCHOOL BOARD GOVERNANCE & OPERATIONS (Series--2000)**
- **ADMINISTRATION (Series--3000)**
- **INSTRUCTION (Series 4000)**
- **STUDENT POLICIES (SERIES--5000)**
- **FISCAL MANAGEMENT (SERIES--6000)**
- **FACILITIES DEVELOPMENT (SERIES--7000)**
- **SUPPORT SERVICES (SERIES--8000)**
- **PERSONNEL POLICIES (SERIES--9000)**



Key: **Red Text are required policies**
Bold text - Included in drafts – considered Essential
Regular text – Can be included from previous materials, upon request

ADMINISTRATION (Series--3000)

3000 Goals and Objectives for the Administration

3100 Superintendent of Schools

3110 Recruitment of the Superintendent

3120 Duties of the Superintendent

3200 Administrative Organization

3210 Administrative Team

3230 Organization Chart

- Required
- Local
- Notice

ADMINISTRATION GOALS

Proper administration of the schools is vital to a successful educational program. The general purpose of the District’s administration will be to coordinate and supervise, under the policies of the Board, the creation and operation of an environment in which students learn effectively. Administrative duties and functions will be appraised in terms of the contribution made to improving instruction and learning. The Board will rely on its chief executive officer, the Superintendent of Schools, to provide at the District level the professional administrative leadership demanded by such a far-reaching goal.

The District’s administrative organization will be designed so that all divisions and departments of the central office and all schools are part of a single system guided by Board policies, which are implemented through the Superintendent. Principals and central office administrators are expected to administer their units in accordance with Board policy and District regulations.

The Superintendent, each principal, and all other administrators will have the authority and responsibility necessary for his specific administrative assignment. Each will likewise be accountable for the effectiveness with which the administrative assignment is carried out. The Board will be responsible for clearly specifying requirements and expectations of the Superintendent, then holding the Superintendent accountable by evaluating how well those requirements and expectations have been met. In turn, the Superintendent will be responsible for clearly specifying requirements and expectations for all other administrators, then for holding each accountable by evaluating how well requirements and expectations have been met.

Major goals of administration in the District will be:

1. To manage the District’s various departments, units, and programs effectively.
2. To provide professional advice and counsel to the Board and to advisory groups established by Board action. This will be done by reviewing alternatives, analyzing the advantages and disadvantages of each, and recommending a selection from among the alternatives.
3. To implement the management function so as to assure the best and most effective learning programs, through achieving other subgoals such as:
 - a. Providing leadership in keeping abreast of current educational developments.
 - b. Arranging for the staff development necessary to the establishment and operation of learning programs that better meet learner needs.
 - c. Coordinating cooperative efforts at improvement of learning programs, facilities, equipment, and materials.
 - d. Providing channels for the receipt of suggestions and ideas of staff, students, parents, and others.

Ref: Education Law §§1604; 1711; 2507; 2508
Adoption date:

- () Required
- (X) Local
- (X) Notice

SUPERINTENDENT OF SCHOOLS

The Board of Education will by a majority vote appoint a Superintendent of Schools for a term of three to five years. This contract shall be reviewed in accordance with the provisions agreed upon by the parties and made part of the contract. The Superintendent shall serve as the chief executive officer of the Board and as such shall carry out the policies established by the Board.

The Superintendent is the executive officer for the Board of Education and the unitary leader of the school district. In harmony with the policies of the Board, the Laws of New York State, and the Commissioner's Regulations, the Superintendent has executive authority over the school system and the sole responsibility for its effective functioning.

The Superintendent attends all meetings of the Board and participates in all of its deliberations. The Superintendent advises the Board in policy development and general planning and assumes initiative in presenting associated issues to the Board for consideration.

The Superintendent provides data and information to the Board concerning progress and problems of the district. The Board depends upon the Superintendent for educational leadership and professional counsel in its deliberations.

In emergency matters, the Superintendent is authorized by the Board to act at his/her discretion subject to subsequent approval by the Board.

The Superintendent shall be accountable at all times to the Board.

Ref: Education Law §§1604; 1711; 2507; 2508; 2565; 3003(4)

Adoption date:

() Required
 (X) Local
 (X) Notice

DUTIES OF THE SUPERINTENDENT

The Superintendent of Schools, as chief executive officer of the Board of Education, will have the following specific powers and duties:

Relationship with the Board

1. to serve as the executive officer for the Board and be charged with the responsibility for implementing the policies of the Board. He/She shall work with the Board President in planning the agenda for each meeting, shall attend all meetings and participate in all regular and special meetings of the Board and executive meetings of the Board at the Board's request;
2. to develop a harmonious and close working relationship with the Board. He/She shall treat all Board members impartially and alike, refraining from criticism of individual or group members of the Board. He/She shall go to the Board when serious differences of opinion arise in an earnest effort to resolve such differences immediately;
3. to serve as a resource person and advisor to the Board. He/She shall keep the Board informed on issues, needs, and operation of the school system. He/She shall offer advice to the Board, based on thorough study and analysis, on items requiring Board action;
4. to provide a continuous appraisal of all school policies originating with the Board. He/She shall advise the Board on the need for new and/or revised policies and suggest draft policies to satisfy those needs;

Educational Direction and Leadership

5. to develop administrative principles and procedures for implementing Board policy. He/She shall ensure the enforcement of all provisions of law, rules and regulations, and Board policy relating to the management of the schools and other educational, social and recreational activities. He/She shall interpret for the staff all Board policies and applicable laws, rules and regulations;
6. to understand and keep informed on all aspects of the instructional program at all levels. He/She shall have responsibility for the supervision of instruction and shall bring to the school, in a leadership capacity, the best in educational thought and practice. He/She shall, on a continuing basis, review and update the educational program of the school, and keep the Board informed of all changes in curriculum;
7. to recommend to the Board for its adoption all courses of study, curriculum guides and textbooks to be used in the schools;
8. to encourage a positive approach to student behavior and discipline;

Personnel

9. to develop and implement sound personnel practices, consistent with law, Board policy and collective bargaining agreements, including recruitment, hiring, assignment, supervision, evaluation, promotion, and discipline of all personnel. He/She shall develop procedures for the selection of staff members. He/She shall establish standards for teacher selection, and shall provide a framework for continuing in-service training of all professional staff members;

10. to recruit qualified professional, civil service, and non-certified personnel. He/She may authorize the payment of part or all of the expenses of candidates for teaching positions if the candidates are asked to come to the district for visits or interviews;
11. to nominate employees for appointment, promotion, transfer or dismissal in accordance with the policies of the Board and the procedures outlined by the law. He/She shall make recommendations to the Board regarding salary and tenure of all employees. He/She may temporarily suspend any employee for cause and shall promptly report such suspension to the members of the Board. Unless otherwise determined by the Board, he/she is authorized to reemploy all employees upon the adoption by the Board of the budget for the following year;
12. to supervise and evaluate all staff members. He/She shall work for good morale and be impartial, firm and fair in dealing with staff;
13. to encourage in-service education and the professional growth of staff through conferences, workshops, group discussions, committee/individual studies and use of consultants;
14. to advise the Board, in conjunction with the Board-designated negotiator(s), in all collective bargaining matters;

Financial Management

15. to prepare and present to the Board a preliminary annual budget in accordance with a schedule established with the Board. He/She is responsible for ensuring that the budget, as adopted by the Board and approved at the annual meeting, is properly administered. He/She shall ensure that regular reports are made to the Board on the status of the budget;
16. to establish efficient procedures to maximize income, safeguard investments and provide effective controls for all expenditures of school funds in accordance with the adopted budget. He/She shall ensure that all necessary bookkeeping and accounting records are maintained by the district;

Facilities Management

17. to supervise operations, maintenance, alterations and repair to buildings and grounds, insisting on competent and efficient performance;
18. to evaluate plant needs and recommend to the Board improvements, alterations and changes in the buildings and equipment of the district;

Community Relations

19. to supervise the public relations activities of the district. He/She shall keep the public informed about the policies, practices, and problems in the district's schools, and provide leadership in changing attitudes and practices for the future. He/She shall develop friendly and cooperative relationships with the news media;
20. to establish and maintain an effective working relationship with all segments of the community: parent-teacher organizations, local and state government, other school systems, institutions, agencies, civic organizations, and the general public. He/She shall solicit and give attention to problems and opinions of all groups and individuals;

Personal Qualities and Growth

- 21. to demonstrate outstanding qualities of leadership with ability to delegate authority and responsibility effectively and to hold subordinates accountable;
- 22. to exhibit good judgment, common sense and perception;
- 23. to exhibit the ability to face controversy, remain true to convictions and to live with a high-pressure job;
- 24. to speak well before large and small groups, expressing ideas in a logical and forthright manner;
- 25. to maintain professional development by reading and course work, attending conferences, working on professional committees, visiting other districts, and meeting with other Superintendents;

Management Functions

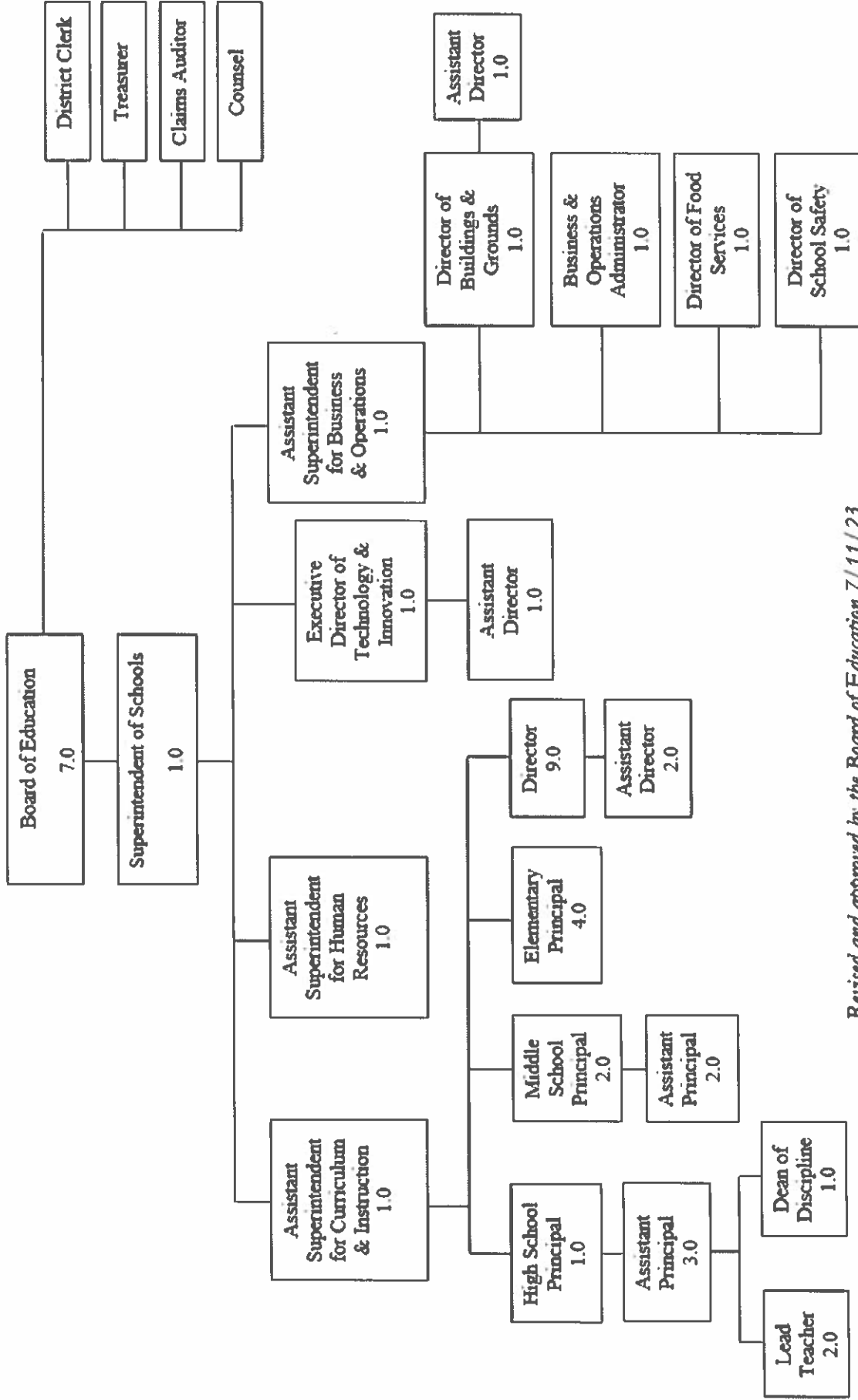
- 26. to coordinate and manage the district so that the school organization operates smoothly and efficiently. He/She must be able to coordinate the processes essential to achieving a smooth operation in all areas of the school district organization:
 - o Planning: determining needs, objectives and goals;
 - o Organization: assigning roles, responsibilities and establishing lines of communication;
 - o Control: ensuring that progress is being made toward priorities, disciplining, making necessary staff reallocations and changes and evaluations;
 - o Decision-making: data-collecting, analyzing data and choosing appropriately from a variety of decision-making techniques;
 - o Problem-solving: sensitivity to problems, formulating problem statements, and using a variety of problem solving techniques;
 - o Communication: giving and receiving information effectively both orally and in writing, facilitating the exchange of information, views and opinions; and
- 27. to perform such other duties as the majority of the Board may determine.

Ref: Education Law §§1604(8); 1711; 1804

Adoption date:

ORGANIZATION CHART

Table of Organization



Revised and approved by the Board of Education 7/11/23

WEST ISLIP UFSD
2023-2024 Budget Transfers - Capital Fund
School Board Meeting - March 13, 2024

AGENDA ITEM IX. A)
 BUSINESS ITEMS
 RM 3/13/2024

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4349	02/01/2024	<i>To reclass for Bond Ph 6 PJB new site work</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	56,081.00	
		H 1620.297-05-027	SITE - 50M BOND - PHASE 6 - PJ BELLEW		56,081.00
4350	02/01/2024	<i>To reclass for Bond Ph 6 Udall - Emerald</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	44,470.12	
		H 1620.293-07-021	GEN CONST - 50M BOND - PHASE 6 - UDALL		44,470.12
4353	02/08/2024	<i>\$50M Bond - Ph 6 Udall - Island Industrial Boilers</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	21,400.00	
		H 1620.293-07-021	GEN CONST - 50M BOND - PHASE 6 - UDALL		21,400.00
4354	02/08/2024	<i>\$50M Bond - Ph 6 - Beach - P&M Doors</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	47,440.93	
		H 1620.293-10-030	GEN CONST- 50M BOND - PHASE 6 -BEACH		47,440.93
4359	02/28/2024	<i>\$50M Bond - Ph 6 -Beach & Bayview - McCloskey</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	12,014.16	
		H 1620.293-10-029	GEN CONST- 50M BOND - PHASE 6 - BEACH		4,790.25
		H 1620.293-11-023	GEN CONST- 50M BOND - PHASE 6 - BAYVIEW		7,223.91
4361	03/06/2024	<i>Transfer funds to pay Fire alarm replcmt BS for Cap Res 2022 (22-23)</i>			
		H 1620.293-17-2223	GEN CONST - CAPITAL RESERVE 22-23 - PJ BELLEW	19,517.75	
		H 1620.245-35-2223	ARCHITECT - CAPITAL RESERVE 22-23 - HS		19,517.75
DEBIT/CREDIT TOTALS				\$ 200,923.96	\$ 200,923.96
NET AMOUNT					-

Approved: Paul Romanelli Date: 3/6/24
 Dr. Paul Romanelli, Superintendent of Schools

WEST ISLIP UFSD
2023-2024 Budget Transfers - General Fund
School Board Meeting - March 13, 2024

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4348	01/21/2024	<i>Transfinder PO 240438</i>			
		A 5540.406-999-4675	TRANSPORTATION FOR EDUCATIONAL TRIPS - ATHLETI	4,200.00	
		A 5510.425-999-5099	SERVICE CONTRACTS - TRANSPORTATION		4,200.00
4351	02/06/2024	<i>To cover additional cost of buses</i>			
		A 2110.408-359-5418	EQUIPMENT REPAIR - HS F&CS	1,500.00	
		A 5540.406-999-5413	TRANSPORTATION FOR EDUCATIONAL TRIPS - BUSINESS ED		1,500.00
4352	02/08/2024	<i>Reclass for RS Abrams amended engagement letter PO 240149</i>			
		A 9010.860-999-4499	HEALTH INSURANCE	7,500.00	
		A 1320.405-109-4499	AUDITING FEES		7,500.00
4355	02/12/2024	<i>To purchase necessary Foundations materials - Wilson elementary curriculum program</i>			
		A 2010.423-109-4199	PROF & TECHNICAL SERVICES		58,000.00
		A 9010.830-999-4499	SOCIAL SECURITY/MEDICARE	58,000.00	
4356	02/14/2024	<i>Allegiance Trucks</i>			
		A 5540.406-999-4675	TRANSPORTATION FOR EDUCATIONAL TRIPS - ATHLETI	2,000.00	
		A 5510.425-999-5099	SERVICE CONTRACTS - TRANSPORTATION		2,000.00
4357	02/15/2024	<i>Bond & Budget vote workers</i>			
		A 1310.523-109-4499	SUPPLIES, OTHER	2,500.00	
		A 1060.423-109-4499	PROF & TECHNICAL SERVICES		2,500.00
4358	02/28/2024	<i>Outstanding Invoices for Herff Jones</i>			
		A 9010.830-999-4499	SOCIAL SECURITY/MEDICARE	3,500.00	
		A 2110.402-359-9910	COMMENCEMENT		3,500.00
4360	02/29/2024	<i>Tools for Transportation vehicles</i>			
		A 5540.406-999-4675	TRANSPORTATION FOR EDUCATIONAL TRIPS - ATHLETI	4,000.00	
		A 5510.523-999-5099	SUPPLIES, OTHER		4,000.00
DEBIT/CREDIT TOTALS				\$ 83,200.00	\$ 83,200.00
NET AMOUNT					-

Approved:  Date: 3/6/24
 Dr. Paul Romanelli, Superintendent of Schools

**DEER PARK UNION FREE SCHOOL DISTRICT
DEER PARK, NY 11729**

CONTRACT FOR HEALTH SERVICES

THIS AGREEMENT made in duplicate this 30th day of January 2024 by and between the Board of Education of West Islip UFSD party of the first part, and the Board of Education, Deer Park UFSD, County of Suffolk, NY, party of the second part.

WITNESSETH, that whereas party of the first part has been duly empowered by the provisions of Section 912 of the Education Law to enter into a contract for the purpose of providing Health Services for children residing in said school district and attending nonpublic school (Our Lady of Guadalupe Catholic School, West Campus) in Deer Park UFSD, County of Suffolk, New York and to begin on September 1, 2023 and to the end of June 30, 2024.

NOW THEREFORE, the said party of the first part hereby agrees to pay to the party of the second part the sum of \$1,029.18 per pupil for Health Services to be provided to students residing in said and West Islip UFSD attending nonpublic schools in said Deer Park UFSD, County of Suffolk, New York.

And the party of the second part hereby agrees with the party of the first part as follows:

- 1. That the health and welfare services provided under Section 912 shall consist of the following: Nurse Services, Physician Services, School Speech Services, School Psychological Services and School Social Work Services.*

Such services may include, but are not limited to, all services performed by a physician, nurse, school psychologist, school social worker or a school speech services and may also include vision and hearing tests, the taking of medical histories and the administration of emergency care programs for ill or injured pupils.

- 2. The part of the second party will also furnish equipment to be used in providing such services if requested by the authorities in charge of the nonpublic school, which include:*

Supplies and equipment for use by physicians, school nurse, psychologist, social worker and speech (i.e. health record forms, first aid supplies and all other readily transportable equipment and supplies pertaining to delivery of services).

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the Superintendent of Schools.

In Witness Whereof, the parties have hereunto set their hands the day and year above written.

*Trustee/President of
Board of Education*

PARTY OF THE FIRST PART

*Trustee or Clerk of
Board of Education*

Post Office Address

Norma Marie Elliott

*Trustee/President of
Board of Education*

PARTY OF THE SECOND PART

**Deer Park Union Free School District
1881 Deer Park Avenue
Deer Park, NY 11729**

Ann Brennan

*Trustee or Clerk of
Board of Education*

[Signature]

APPROVAL OF SUPERINTENDENT

INVOICE

67476

Invoice Date 02/08/2024

Customer No. 390

Customer / Bill To:
West Islip UFSD Corner of Beach Street & Sherman Avenue West Islip, NY 11795

Remit To:
Deer Park Union Free School District 1881 Deer Park Avenue Deer Park, New York 11729 ATTN: Business Office

Phone	Fax	E-Mail Address	Terms	Invoice Amount
			Due Upon Receipt	1,029.18

Items / Services	Cost Basis	Quantity	Unit Price	Amount
Health Services HEALTH SERVICES FOR 1 STUDENT ATTENDING OUR LADY OF GUADALUPE, WEST CAMPUS, IN DEER PARK, NY 2023-2024 SCHOOL YEAR	Yr.	1.00	1,029.180	1,029.18

If you have any questions, please contact Linda Dockery, dockery.l@deerparkschools.org **TOTAL: 1,029.18**

DETACH HERE AND SEND WITH PAYMENT

West Islip UFSD
Corner of Beach Street
& Sherman Avenue
West Islip, NY 11795

Invoice No. 67476
Invoice Date 02/08/2024
Customer No. 390

Total Due: \$1,029.18

Mail Payments To:

Deer Park Union Free School District
1881 Deer Park Avenue
Deer Park, New York 11729
ATTN: Business Office

Payment Terms: Due Upon Receipt

Amount Enclosed:

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 24TH day of January, 2024 by and between the Board of Education of the SMITHTOWN CENTRAL SCHOOL DISTRICT (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 26 NEW YORK AVENUE, SMITHTOWN, NEW YORK 11787, and the Board of Education of the WEST ISLIP UNION FREE SCHOOL DISTRICT (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK 11795.

WITNESSETH

WHEREAS, SENDER is authorized pursuant to Section 912 of the Education Law, to enter into a contract with PROVIDER for the purpose of having PROVIDER provide health and welfare services to children residing in SENDER and attending a non-public school located in PROVIDER,

WHEREAS, certain students who are residents of SENDER are attending non-public schools located in PROVIDER,

WHEREAS, PROVIDER has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby mutually agree as follows.

1. The term of this Agreement shall be from September 1, 2023 through June 30, 2024 inclusive.
2. PROVIDER warrants that the health and welfare services will be provided by licensed health care providers. PROVIDER further warrants that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. PROVIDER further warrants that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. PROVIDER shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. PROVIDER understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules, and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by PROVIDER shall be consistent with the services available to students attending public schools within the PROVIDER School District; and may include, but are not limited to:

- a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist;
- b. dental prophylaxis;
- c. vision and hearing screening examinations;
- d. the taking of medical histories and the administration of health screening tests;
- e. the maintenance of cumulative health records; and
- f. the administration of emergency care programs for ill or injured students.

It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.

5. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay PROVIDER the sum of \$1,297.24 per eligible pupil for the 2023-2024 school year.
6. SENDER shall pay PROVIDER within thirty (30) days of SENDER's receipt of a detailed written invoice from PROVIDER. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, PROVIDER shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, PROVIDER shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. PROVIDER shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either PROVIDER's or SENDER's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
11. 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 FERPA, to the extent applicable.

12. 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).
13. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.
14. 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:

 SENDER: Superintendent of Schools
 WEST ISLIP UNION FREE SCHOOL DISTRICT
 100 SHERMAN AVENUE
 WEST ISLIP, NY 11795

 PROVIDER: Superintendent of Schools
 SMITHTOWN CENTRAL SCHOOL DISTRICT
 26 NEW YORK AVENUE
 SMITHTOWN, NEW YORK 11787
15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party. Any purported assignment made without consent shall be deemed void.
16. 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.

17. 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.
18. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Suffolk, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
19. 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.
20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the SENDER School District.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

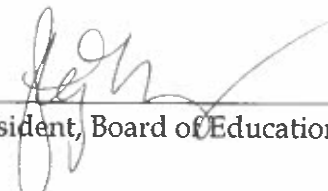
WEST ISLIP UNION FREE SCHOOL DISTRICT

Superintendent of Schools

WEST ISLIP UF SCHOOL DISTRICT,

President, Board of Education

SMITHTOWN CENTRAL SCHOOL DISTRICT,



President, Board of Education

Issue Date
02/05/2024

Smithtown Central School District
26 New York Ave, Unit 1
Smithtown, NY 11787

Invoice Number
173-24A



INVOICE

Issued To:
WEST ISLIP SD ATTN: BUSINESS OFFICE 100 SHERMAN AVE WEST ISLIP, NY 11795
617110

Item Number	Item Description	Amount
	2023/2024 HEALTH AND WELFARE SERVICES	
	0 Student(s) attending Harbor Country Day School 0 Student(s) attending Sts. Philip & James School 0 Student(s) attending St. Patrick's School 3 Student(s) attending Smithtown Christian School 1 Student(s) attending The Knox School (as per attached). Total = 4 4.0000 @ 1,297.2400 per STUDENT	5,188.96
	Invoice Total	5,188.96

Please indicate INVOICE NUMBER on your check.
Checks should be made payable to SMITHTOWN CENTRAL SCHOOL DISTRICT and forwarded to:
Smithtown Central School District; Attn: Accounts Receivable
26 New York Avenue; Smithtown, NY 11787

AGREEMENT

This Agreement is entered into this 1st day of July, 2023 by and between WEST ISLIP UNION FREE SCHOOL DISTRICT (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795 and SMITHTOWN CENTRAL SCHOOL DISTRICT (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 26 New York Avenue, Smithtown, New York 11787.

W I T N E S S E T H

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

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

NOW, THEREFORE, the parties mutually agree as follows:

- A. **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. DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP. If an IEP for any of the students covered by this Agreement was developed by DISTRICT OF RESIDENCE, and DISTRICT OF RESIDENCE obtains written parental consent, DISTRICT OF RESIDENCE shall forward the IEP to the Committee on Special Education of DISTRICT OF LOCATION. DISTRICT OF LOCATION shall provide the services recommended in such IEP, unless and until the IEP is amended by DISTRICT OF LOCATION's own Committee on Special Education.
 - a. A student(s) may be added or deleted from the attached Schedule "A" at any time. In such an event, the payment amount owed by DISTRICT OF RESIDENCE shall be adjusted accordingly.

 2. The services provided by DISTRICT OF LOCATION to students under this Agreement shall be in accordance with each student's IESP, as it may be modified from time to time.

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

render such additional reports as may be required by DISTRICT OF RESIDENCE. At a minimum, all reports shall be furnished at the end of each semester, i.e. January 31st and June 30th. Any and all reports shall be furnished upon termination of this Agreement. DISTRICT OF LOCATION shall provide such additional information concerning the pupil's progress as may be required by DISTRICT OF RESIDENCE.

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

C. COMPENSATION:

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

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

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

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

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

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

D. INDEMNIFICATION:

1. To the fullest extent permitted by law, DISTRICT OF LOCATION agrees to defend, indemnify and hold harmless DISTRICT OF RESIDENCE, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of DISTRICT OF LOCATION, its

officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

2. To the fullest extent permitted by law, DISTRICT OF RESIDENCE agrees to defend, indemnify and hold harmless 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 act, omission, error, recklessness or negligence of 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, DISTRICT OF LOCATION will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. DISTRICT OF RESIDENCE, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
2. All employees of DISTRICT OF RESIDENCE shall be deemed employees of DISTRICT OF RESIDENCE for all purposes and DISTRICT OF RESIDENCE alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF RESIDENCE acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF LOCATION. DISTRICT OF RESIDENCE shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, DISTRICT OF RESIDENCE will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. DISTRICT OF LOCATION, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
3. Neither DISTRICT OF LOCATION nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement including, but not limited to, Social Security, New York State Workers 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 Avenue
West Islip, New York 11795

To DISTRICT OF LOCATION:
Smithtown Central School District
26 New York Avenue
Smithtown, New York 11787

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, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

I. AUTHORIZATION TO ENTER INTO AGREEMENT

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

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

**WEST ISLIP UNION FREE
SCHOOL DISTRICT**

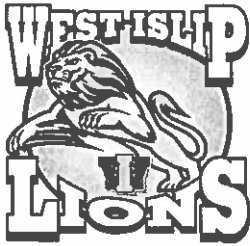
**SMITHTOWN CENTRAL
SCHOOL DISTRICT**

By: _____

By: _____

Date: _____

Date: _____



WI

West Islip Public Schools
The Michael and Christine Freyer Administration Building
100 Sherman Avenue, West Islip, New York 11795
TEL: (631) 930-1540 FAX: (631) 893-3245

AGENDA ITEM IX. C)
BUSINESS ITEMS
RM 3/13/2024



Dr. Paul Romanelli
Superintendent of Schools

Tim Horan, CAA
Director of Physical Education, Health
Athletics & Recreation

MEMO TO: Elisa Pellati

FROM: T. Horan, Director of Physical Education, Health, Athletics & Recreation

RE: Surplus

DATE: 3/4/24

I would like to request permission to surplus the following item from the district inventory:

1. Manetuck Elementary School- Vision Screener (broken and beyond repair as per technician)

West Islip Public Schools

Interoffice Memorandum

To: Elisa Pellati
From: Kim Hujik
Date: March
Re: Surplus from IT

Items for surplus:

1. Chromebooks	15
2. Laptops	73
3. PC	4
4. Printers	5
5. Monitors	4
6. Apple	1
7. Access Point	1
8. Cisco phone	1
9. Smartboard	1
10. Barcode scanner	1
11. Scholarship	4
12. Photosmart	1

Thank you for your assistance in this matter.

I. RESOLUTIONS

BE IT RESOLVED, that the Board of Education of the West Islip School District acknowledge receipt of the Single Audit Report for the year ended June 30, 2023 from R.S. Abrams & Co., LLP.

**WEST ISLIP UNION FREE SCHOOL DISTRICT
SINGLE AUDIT REPORT
FOR THE FISCAL YEAR ENDED
JUNE 30, 2023**

**WEST ISLIP UNION FREE SCHOOL DISTRICT
SINGLE AUDIT REPORT
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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Education
West Islip Union Free School District

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited West Islip Union Free School District's (the "District") compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the fiscal year ended June 30, 2023. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control

over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, each major fund, and the fiduciary fund of the District as of and for the fiscal year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements. We issued our report thereon dated October 13, 2023, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

R.S. Abrams & Co., LLP

R.S. Abrams & Co., LLP

Islandia, NY

February 12, 2024

(except for our report on the schedule of expenditures of federal awards, for which the date is October 13, 2023)

**WEST ISLIP UNION FREE SCHOOL DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

Federal Grantor/Pass-through Grantor Program Title	Assistance Listing Number (ALN)	Agency or Pass-through Number	Program Expenditures	Total Expenditures by ALN
<u>U.S. Department of Education</u>				
<u>Passed-through NYS Education Department:</u>				
Special Education Grants to States (IDEA, Part B)	84.027	0032-23-0926	\$ 1,417,289	
COVID-19-Special Education Grants to States (IDEA, Part B)	84.027X	5532-22-0926	138,831	\$ 1,556,120
Special Education Preschool Grants (IDEA Preschool)	84.173	0033-23-0926	\$ 54,369	
COVID-19-Special Education Preschool Grants (IDEA Preschool)	84.173X	5533-22-0926	15,885	70,254
Total Special Education Cluster			<u>\$ 1,626,374</u>	
Title I Grants to Local Educational Agencies (LEAs)	84.010	0021-23-3145	\$ 145,377	145,377
English Language Acquisition Grants	84.365	0149-22-3145	\$ 31,753	31,753
Supporting Effective Instruction State Grants	84.367	0147-22-3145	\$ 1,719	
Supporting Effective Instruction State Grants	84.367	0147-23-3145	72,382	74,101
Student Support and Academic Enrichment Program	84.424	0204-23-3145	\$ 13,399	13,399
Education Stabilization Fund				
COVID-19-Governor's Emergency Education Relief (GEER) Fund	84.425C	5896-21-3145	\$ 332,467	332,467
COVID-19-Elementary and Secondary School Emergency Relief (ESSER) Fund	84.425D	5891-21-3145	\$ 1,140,223	1,140,223
COVID-19-American Rescue Plan Elementary and Secondary School Emergency Relief (ARP ESSER) Fund	84.425U	5870-23-9309	\$ 340,200	
COVID-19-American Rescue Plan Elementary and Secondary School Emergency Relief (ARP ESSER) Fund	84.425U	5880-21-3145	616,993	957,193
Total Education Stabilization Fund			<u>\$ 2,429,883</u>	
Total U.S. Department of Education				<u>\$ 4,320,887</u>
<u>U.S. Department of Homeland Security</u>				
<u>Passed-through NYS Division of Homeland Security and Emergency Services:</u>				
Disaster Grants Public Assistance (Presidentially Declared Disasters)	97.036	N/A	\$ 5,190	\$ 5,190
Total U.S. Department of Homeland Security				<u>\$ 5,190</u>
<u>U.S. Department of Agriculture</u>				
<u>Passed-through NYS Education Department:</u>				
School Breakfast Program (Cash Assistance)	10.553	N/A	\$ 12,367	\$ 12,367
National School Lunch Program (Cash Assistance)	10.555	N/A	\$ 551,405	
National School Lunch Program (Non-Cash Food Distribution)	10.555	N/A	163,197	714,602
Total Child Nutrition Cluster			<u>\$ 726,969</u>	
State Pandemic Electronic Benefit Transfer (P-EBT) Administrative Costs Grants	10.649	N/A	\$ 4,396	4,396
Total U.S. Department of Agriculture				<u>\$ 731,365</u>
Total Federal Awards Expended				<u><u>\$ 5,057,442</u></u>

**WEST ISLIP UNION FREE SCHOOL DISTRICT
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

1. BASIS OF PRESENTATION:

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of West Islip Union Free School District (the "District") under programs of the federal government for the fiscal year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the District, it is not intended to and does not present the financial position, changes in net position or cash flows of the District.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

The value of food commodities was calculated using the U.S. Department of Agriculture's Food and Nutrition Service commodity price lists. Federal awards that are included in the Schedule may be received directly from federal agencies, as well as federal awards that are passed through from other government agencies. Pass-through entity identifying numbers are presented where available.

Indirect costs may be included in the reported expenditures, to the extent that they are included in the federal financial reports used as the source for the data presented. Matching costs (the District's share of certain program costs) are not included in the reported expenditures.

3. INDIRECT COST RATE:

The District has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

4. SUBRECIPIENTS:

No amounts were provided to subrecipients.

5. OTHER DISCLOSURES:

No insurance is carried specifically to cover equipment purchased with federal funds. Any equipment purchased with federal funds is covered by the District's casualty insurance policies.

There were no loans or loan guarantees outstanding at year end.

**WEST ISLIP UNION FREE SCHOOL DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

PART II FINANCIAL STATEMENT FINDINGS

There are no financial statement findings to be reported.

PART III FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There are no federal award findings or questioned costs to be reported.

**WEST ISLIP UNION FREE SCHOOL DISTRICT
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

FINDING # 2022-001:

According to 2 CFR section 200.313(d)(1), detailed property records must be maintained for equipment acquired under a federal grant award. During our prior year audit, we noted the District's fixed asset records were incomplete for some of the assets acquired with federal grant funding. We recommended that the District update their fixed asset records to include required information for assets purchased with federal awards and that a system of communication and a review process be implemented to ensure completeness and timing of fixed asset records.

STATUS:

Implemented.

**WEST ISLIP UNION FREE SCHOOL DISTRICT
CORRECTIVE ACTION PLAN
FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

A corrective action plan for the fiscal year ended June 30, 2023 is not required.

BOND RESOLUTION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT, NEW YORK, ADOPTED MARCH 13, 2024, AUTHORIZING THE EXPANSION OF THE DISTRICT'S SWIMMING POOL, INCLUDING WORK REQUIRED IN CONNECTION THERWITH; STATING THE ESTIMATED TOTAL COST THEREOF IS NOT TO EXCEED \$13,850,574; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$13,850,574 SERIAL BONDS OF SAID DISTRICT TO FINANCE SAID APPROPRIATION.

Recital

WHEREAS, at the Special District Meeting duly called and held on January 23, 2024, in the West Islip Union Free School District, in the County of Suffolk, New York (the "District"), a majority of the qualified voters present and voting approved a Bond Proposition authorizing the expansion of the District's swimming pool, including all mechanical, electrical, plumbing and construction requirements, at the West Islip High School, substantially as described in a report prepared for the District by BBS Architects, Landscape Architects & Engineers, P.C., at the estimated total cost of not to exceed \$13,850,574; and further authorized the Board of Education to levy and collect a tax to be collected in annual installments to pay the principal of and interest on the not to exceed \$13,850,574 serial bonds authorized to be issued;

Now, therefore,

THE BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Board of Education) AS FOLLOWS:

Section 1. The West Islip Union Free School District, in the County of Suffolk, New York, is hereby authorized to expand the existing 5-lane indoor pool to a new 6-lane pool, including all mechanical, electrical, plumbing, and construction requirements, at the West Islip High School, substantially as described in a report prepared for the District by BBS Architects, Landscape

Architects & Engineers, P.C., which report is on file and available for public inspection at the office of the District Clerk, the foregoing is to include the original furnishings, equipment, machinery, apparatus and ancillary or related site, demolition and other work required in connection therewith; and to expend therefor, including preliminary costs and costs incidental thereto and to the financing thereof, an amount not to exceed the estimated maximum cost of \$13,850,574 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of not to exceed \$13,850,574 serial bonds of the District, and the levy and collection of taxes on all the taxable real property in the District to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Serial bonds of the District in the amount of \$13,850,574 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law") to finance said appropriation.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the purpose for which serial bonds are authorized to be issued pursuant to this resolution, within the limitations of Section 11.00 a. 97 of the Law, is thirty (30) years.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the District for expenditures made for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the District, payable as to both principal and interest by general tax upon all the taxable real property within the District without limitation of rate or amount. The faith and credit of the District are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the District by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 of the Law, the powers and duties of the Board of Education relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of all bonds herein and heretofore authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the President of the Board of Education, the chief fiscal officer of the District.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the District is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary hereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution shall take effect immediately, and the District Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in the "*Islip Bulletin*," an official newspaper of the District having a general circulation within the District.

* * *

NOTICE OF PUBLIC HEARING, BUDGET VOTE AND ELECTION OF THE WEST ISLIP
UNION FREE SCHOOL DISTRICT SUFFOLK COUNTY, NEW YORK

NOTICE IS HEREBY GIVEN, that a Public Hearing of the qualified voters of the West Islip Union Free School District, Town of Islip, Suffolk County, New York, will be held in the Beach Street Middle School, in said district on May 7, 2024 at 7:00 PM, prevailing time, for the transaction of business as authorized by the Education Law, including the following items:

1. To present to the voters a detailed statement (proposed budget) of the amount of money which will be required for the 2024-2025 fiscal year.
2. To discuss all the items hereinafter set forth to be voted upon by voting machines at the Budget Vote and Election to be held on Tuesday, May 21, 2024.
3. To transact such other business as may properly come before the meeting pursuant to Education Law of the State of New York and acts amendatory thereto.

AND FURTHER NOTICE IS HEREBY GIVEN that a copy of the statement of the amount of money which will be required to fund the School District's budget for 2024-2025, exclusive of public moneys, may be obtained by any resident of the District beginning Monday, April 30, 2024 between the hours of 8:00 AM – 4:00 PM, prevailing time, except Saturday, Sunday or holidays at the Office of the District Clerk, 100 Sherman Avenue, West Islip, NY 11795, at the West Islip Public Library and on the District's internet website.

AND FURTHER NOTICE IS HEREBY GIVEN, that said Budget Vote and Election will be held on Tuesday, May 21, 2024, in the West Islip High School, between the hours of 7:00 AM – 9:00 PM, prevailing time, at which time the polls will be opened to vote by voting machine upon the following items:

1. Budget Vote

To adopt the annual budget of the School District for the fiscal year 2024-2025 and to authorize the requisite portion thereof to be raised by taxation on the taxable property of the District.

2. Use of General Capital Reserve Fund and General Capital Reserve Fund II

To authorize the West Islip Union Free School District to undertake certain capital improvements consisting of (i) installing boiler burner replacements districtwide and (ii) upgrading the Udall Road Middle School orchestra room, which includes HVAC, a floor renovation and installation of acoustical tiles, all at an estimated maximum aggregate cost of \$860,000 and to appropriate and expend up to \$400,000 from the General Capital Reserve Fund and up to \$460,000 from the General Capital Reserve Fund II.

3. Election of Board Members

To elect two (2) members of the Board of Education for a three-year term commencing July 1, 2024, and expiring on June 30, 2027 to succeed Richard Antonello and Debbie Brown, whose terms expires on June 30, 2024.

AND FURTHER NOTICE IS HEREBY GIVEN, that pursuant to Section 495 of the Real Property Tax Law, the School District is required to attach to its proposed budget an exemption report. Said exemption report, which will also become part of the final budget, will show how the total assessed value of the final assessment roll used in the budgetary process is exempt from taxation, list every type of exemption granted by the statutory authority, and show the cumulative impact of each type of exemption, the cumulative amount expected to be received as payments in lieu of taxes (PILOT) and the cumulative impact of all exemptions granted. In addition, said exemption report shall be posted on any bulletin board maintained by the District for public notices and on any website maintained by the District.

AND FURTHER NOTICE IS HEREBY GIVEN, that petitions nominating candidates for the office of member of the Board of Education shall be filed with the Clerk of said School District at her office in the Administrative Office at 100 Sherman Avenue, West Islip, NY 11795, not later than April 22, 2024, between 9:00 AM and 5:00 PM, prevailing time. Each petition shall be directed to the Clerk of the District; must be signed by at least 53 qualified voters of the District (representing 2% of the number of voters who voted in the 2023 annual election); Vacancies on the Board of Education are not considered separate, specific offices; candidates run at large. Nominating petitions shall not describe any specific vacancy upon the Board for which the candidate is nominated.

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

AND FURTHER NOTICE IS HEREBY GIVEN, the voters may register with the Clerk of said School District at her office in the District Administration Office, 100 Sherman Avenue, West Islip, NY 11795, between the hours of 8:00 a.m. to 4:00 p.m. when school is in session at any day on or before May 16, 2024 to add any additional names to the Register to be used at the aforesaid election, at which time any person will be entitled to have his or her name placed on such Register provided that at such meeting with the Clerk of said School District he or she is known or proven to the satisfaction of the Clerk of said School District to be then or thereafter entitled to vote at such election for which the Register is prepared. The Register so prepared pursuant to Section 2014 of the Education Law will be filed in the Office of the District Clerk, at her office in the District Administration Office, 100 Sherman Avenue, West Islip, NY 11795, and will be open for inspection by any qualified voter of the District beginning on and after Thursday, May 16, 2024, between the hours of 8:00 AM – 4:00 PM, prevailing time, on Saturday, May 18, 2024 by prearranged appointment only between the hours of 10:00 AM and 1:30 PM, and on May 21, 2024,

the day set for the election except Sunday, and at the polling place(s) on the day of the vote.

AND FURTHER NOTICE IS HEREBY GIVEN, that pursuant to Section 2014 of the Education Law of the State of New York, the Board of Registration will meet on Tuesday, May 21, 2024, between the hours of 7:00 AM – 9:00 PM, prevailing time, at the West Islip High School, to prepare the Register of the School District to be used at the Budget Vote and Election to be held in 2024 and any special district meeting that may be held after the preparation of said Register, at which time any person will be entitled to have his or her name placed on such Register provided that at such meeting of said Board of Registration he or she is known or proven to the satisfaction of such Board of Registration to be then or thereafter entitled to vote at the school election for which said Register is prepared, or any special district meeting held after May 21, 2024.

AND FURTHER NOTICE IS HEREBY GIVEN, that applications for early mail ballots and absentee ballots are obtainable online at: www.wi.k12.ny.us and will be obtainable during school business hours from the District Clerk beginning Monday, April 22, 2024; completed applications must be received by the District Clerk no earlier than April 22, 2024 and at least seven (7) days before the election, May 14, 2024, if the ballot is to be mailed to the voter, or the day before the election, May 20, 2024, if the ballot is to be delivered personally to the voter. Early mail ballots and absentee ballots must be received by the District Clerk not later than 5:00 p.m., prevailing time, on Tuesday, May 21, 2024.

A list of persons to whom early mail ballots and absentee ballots are issued will be available for inspection to qualified voters of the District in the Office of the District Clerk on and after Thursday, May 16, 2024, on each day prior to the day set for the election, except Sunday, on Mondays through Fridays between the hours of 8:00 AM – 4:00 PM, prevailing time, on Saturday, May 18, 2024 by prearranged appointment only between the hours of 10:00 AM and 1:30 PM, and on May 21, 2024, the day set for the election. Any qualified voter then present in the polling place may object to the voting of the ballot upon appropriate grounds by making his or her challenge and the reasons therefore known to the Inspector of Election before the close of the polls. A challenge to an absentee ballot may not be made on the basis that the voter should have applied for an early mail ballot.

FURTHER NOTICE IS HEREBY GIVEN, that military voters who are not currently registered may apply to register as a qualified voter of the school district. An application for registration as a military voter can be requested from Mary Hock, District Clerk, West Islip UFSD, 100 Sherman Avenue, West Islip, New York 11795 by mail or e-mail m.hock@wi.k12.ny.us Monday through Friday when school is in session from 8:00 a.m. to 4:00 p.m. the application for registration must be received in the office of the clerk no later than 5:00 pm on April 25, 2024, which is the day before the last day for the transmission of military ballots. In the request for an application for registration, the military voter is permitted to designate his/her preference for receiving the application for registration by mail, facsimile transmission or electronic mail.

AND FURTHER NOTICE IS HEREBY GIVEN, that military voters who are qualified voters of the district may submit an application for a military ballot from Mary Hock, District Clerk, West Islip UFSD, 100 Sherman Avenue, West Islip, New York 11795 by mail or e-mail m.hock@wi.k12.ny.us Monday through Friday when school is in session from 8:00 a.m. to 4:00

p.m.; in order to receive a military ballot, the military ballot application must be received no later than 5:00 pm on April 25, 2024, which is the day preceding the last day for transmission of military ballots. In the request for an application for a military ballot, the military voter is permitted to designate his/her preference for receiving the application for a military ballot, and the military ballot, by mail, facsimile transmission or electronic mail. All qualified military voters' ballot application and military ballot must be returned by mail or in person. Ballots for military voters shall be distributed to qualified military voters no later than April 26, 2024. Military ballots must be received by the District Clerk (1) before the close of the polls, on Tuesday, May 21, 2024, and must show a cancellation mark of the United States postal service or a foreign country's postal service, or must show a dated endorsement of receipt by another agency of the United States Government; or (2) not later than 5:00 pm on the day of the election and be signed and dated by the military voter and one witness, with a date ascertained to be not later than the day before the election.

A list of persons to whom military ballots are issued will be available for inspection to qualified voters of the District in the Office of the District Clerk on and after Thursday, May 16, 2024, on each day prior to the day set for the election, except Sunday, on Mondays through Fridays between the hours of 8:00 AM – 4:00 PM, prevailing time, on Saturday, May 18, 2024 by prearranged appointment only between the hours of 10:00 AM and 1:30 PM, and on May 21, 2024, the day set for the election. Any qualified voter then present in the polling place may object to the voting of the ballot upon appropriate grounds by making his or her challenge and the reasons therefore known to the Inspector of Election before the close of the polls.

AND FURTHER NOTICE IS HEREBY GIVEN, that pursuant to a rule adopted by the Board of Education in accordance with Section 2035 of the Education Law, any referenda or propositions to amend the budget, or otherwise to be submitted for voting at said election, must be filed with the Clerk of the Board of Education at the District Office, 100 Sherman Avenue, West Islip, NY 11795, in sufficient time to permit notice of the proposition to be included with the Notice of the Public Hearing, Budget Vote and Election required by Section 2004 of the Education Law or on or before Friday, March 22, 2024, at 4:00 PM, prevailing time; must be typed or printed in the English language; must be directed to the Clerk of the School District; must be signed by at least 263 qualified voters of the District (representing 10 percent of the number of voters who voted in the previous annual election); and must legibly state the name of each signer. However, the School Board will not entertain any petition to place before the voters any proposition the purpose of which is not within the powers of the voters to determine, which is unlawful, or any proposition which fails to include a specific appropriation where the expenditure of monies is required by the proposition, or where other valid reason exists for excluding the proposition from the ballot.

Dated: West Islip, New York March 13, 2024

By Order of the

BOARD OF EDUCATION OF THE

West Islip Union Free School District

West Islip, NY 11795

Mary Hock, District Clerk