

AGENDA



PLANNING SESSION OF THE BOARD OF EDUCATION

June 18, 2024

Beach Street Middle School
7:30 p.m.

Submitted by:
Dr. Paul Romanelli
Superintendent of Schools

A G E N D A
PLANNING SESSION OF THE BOARD OF EDUCATION
June 18, 2024
REVISED

Beach Street Middle School

West Islip, New York

-
- I. CALL TO ORDER
 - II. QUORUM COUNT
 - III. MINUTES
 - A) A motion is needed to approve the minutes of the June 6, 2024 Regular Meeting
 - IV. ANNOUNCEMENTS
 - A) Eagle Scout Project
 - V. DISCUSSION
 - VI. PERSONNEL
 - A) Memorandum of Agreement between WITA, West Islip UFSD and Employee A
 - B) Personnel Agenda
 - VII. APPROVAL
 - A) Approval of Surplus
 - 1. Piano ~ Oquenock
 - 2. Textbooks ~ West Islip High School
 - 3. Refrigerator ~ West Islip High School
 - B) Policy Committee (6/4/2024)
 - 1. First Reading Series 0000 Philosophy, Goals & Objectives
 - 2. Second Reading Series 1000 Community Relations
 - C) Approval of Volz & Vigliotta PLLC General Counsel Services Agreement July 1, 2024 – June 30, 2025
 - D) Approval of More Roofing re: Agreement ~ Roof Replacement at Masera Learning Center
 - E) Approval of Resolution re: 2024-2025 School Breakfast Program Exemption
 - F) Approval of District Plan for Special Education 2024 - 2026
 - G) Approval of Long Island School Nutrition Directors Association Cooperative Agreement 2024 - 2025
 - H) Approval of R.S. Abrams & Co., LLP Engagement Letter 2024 - 2025
 - I) Approval of U.S. OMNI & TSACG Compliance Services, Inc. Agreement 2024 - 2025
 - J) Approval
 - 1. Updated Terms of Employment for Assistant Superintendent of Business & Operations
 - 2. Updated Terms of Employment for Assistant Superintendent of Curriculum & Instruction
 - 3. Updated Terms of Employment for Assistant Superintendent of Human Resources
 - K) Approval of Memorandum of Agreement between WIASA and West Islip UFSD
 - L) Approval of Memorandum of Agreement between Teamsters Local 237, West Islip UFSD and Employee A
 - M) Approval of Budget Transfers
 - VIII. EXECUTIVE SESSION: *The Board will adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will reconvene/act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.*
 - IX. CLOSING – Adjournment

DRAFT
REGULAR MEETING OF THE BOARD OF EDUCATION
June 6, 2024 West Islip High School

AGENDA ITEM III. A)
MINUTES
SM 6/18/2024

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

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Volz

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

ANNOUNCEMENTS

Mr. Tussie welcomed Ms. Beth Davis as the new District Clerk.

Student Representative Report

Thomas Kerrigan spoke about NYSSMA and the West Islip Music Department. The department has had a positive impact on all students involved and has created a sense of teamwork .

Mr. Tussie thanked Mr. Kerrigan for sharing and congratulated all the members.

Unified Basketball Team

Mr. Brandon Cohen spoke about how the program combines athletes with and without intellectual disabilities to participate together on the same team. It is part of the Special Olympics Unified Sports initiative, which aims to promote social inclusion through shared sports experiences.

Courtney Rindos spoke about being on the team for two seasons and the friendships and bonds with teammates that they created on and off the court. They have shared many fun times on the bus for away games and the dance parties at halftime with the home and away team.

Matthew Daley spoke about being on the team for two years and how he enjoyed being on the team and meeting new people. He loves when people cheer for him. It makes him feel good about himself. He thanked Ms. Matthews, Mr. Cohen and his team for helping him and making sure he had a great time playing on the team and is looking forward to being on the team again next year.

Samantha LiVecchi spoke about how joining the team is a good opportunity for kids with disabilities to participate and was a highlight of her senior year. She enjoyed meeting new people and learning good sportsmanship. She was extremely proud to represent West Islip in the All-Star game.

Caitlin McNamee spoke about how welcoming the coaches and teammates were and going to practices was the highlight of her day. She thought that she would be teaching her teammates about the sport that she loved and in the end it was each of her teammates who taught her life lessons like patience, empathy and resilience.

Ms. Noreen Matthews presented a video presentation created by Mr. Ron Weber's video production class to the audience.

Mr. Tussie thanked the coaches and the team for a remarkable program and said it was a great way to represent West Islip Athletics.

Partnership with Submarine Industrial Base

Mrs. Morrison spoke about the West Islip Science Engineering Technology Department being the best in its field and the benchmark to which other districts aspire. The program provides real world, hands on learning experiences and career preparation to students across a variety of fields. In the upcoming 2024-2025 school year the district is partnering with the US Navy in collaboration with submarine industrial based workforce development to provide our High School welding and machinery students the opportunity to manufacture submarine parts that will be utilized for Navy nuclear submarines. This field is in need of workers and along with the Navy we are hopeful this experience will result in some of our students pursuing a pathway to this type of work in the future. This will be an amazing experience for the students knowing that parts manufactured at West Islip High School will be aboard working Navy nuclear submarines. Mrs. Morrison extended a heartfelt thank you to the science engineering technology teachers for facilitating this experience for our students. She also gave a shout out to Mr. Tom Compitello who would have loved that our students have the opportunity to collaborate with the US Navy.

Mr. McCann stated that this is an amazing program to which our students will be exposed and how Mr. Compitello is looking down and smiling down at the students of West Islip after serving 20 years as a Commander in the US Navy.

Achievement Award – Leadership Development Training

Dr. Romanelli spoke about the New York State Board Excellence Recognition program and how it is designed to acknowledge school board members who strive to continually expand their governance, knowledge and skills. The Board of Education members are volunteers who volunteer their time and go above and beyond. Mrs. Debbie Brown was recognized for her commitment to professional development and furthering her own leadership abilities.

DISCUSSION

School Safety ~ Dr. Romanelli gave updates regarding topics that are spoken about regularly at our Board of Education meetings. Security technology in our district include blue light lockdown system; cameras with two command centers in our North and South parts of town; guards and armed guards; different security equipment to keep our district safe which include security vehicles, trucks, bikes, golf carts, radios, and security I-pads with building maps to file incident reports on the spot. Door alarms will be installed at the Elementary and Middle School buildings on unauthorized exit doors. Security vestibules, bullet resistant glass window film. School safety team participates in a number of different trainings throughout the year. Dr. Romanelli spoke about attending a threat assessment meeting with Sean McAleavey, Directory of School Safety and discussed with the Board about having an outside company come in and give a second opinion regarding our security measures within the district.

Mr. Tussie stated school safety is one of the top priorities; this would be beneficial to the district and gave his full support.

Mr. McCann states we went through an assessment a few years ago and it is time to refresh and see if there are other options to add.

NYSED Board of Regents Proposal ~ Dr. Romanelli states that the Regents have put forward a resolution for review that proposes the elimination of competency testing for mixed competition and permits males to participate in singular female sports such as field hockey, flag football, gymnastics, volleyball and softball should your school not provide a male option. Softball and baseball have been deemed singular by the regions. The position of the New York State Athletics Administrators Associate Executive Board is that they are united in their resolve to not permit male students free access to female teams and activities.

Mr. Tussie stated that the school board fully supports the concept of inclusivity and supporting safe environments for all however, when it comes to mixed sports competition the Board believes in separating genders in sports to allow fair and safe competition based on physical differences. The Board is in agreement with the New York State Athletic Administration Association and does not support the decision to redefine mixed competition.

Mr. McCann agreed and Dr. Romanelli will draw up a letter.

APPROVAL OF MINUTES:

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the minutes of the May 21, 2024 Planning Session Meeting.

RECOGNITION

Dr. Romanelli congratulated the top 10 academic leaders in the West Islip High School Class of 2024 and through their hard work and persistent dedication earned a spot as one of the top students in the graduating class:

Class of 2024 Top Academic Leaders ~ Aneliese Ammirata, Emerson Ammirata, Bakurie Bekteshi, Danielle Bodner, Angelo Cristadoro, Jake Guttman, Julia Kennedy, Tadhg O’Sullivan-Bakshi, Katherine Pokorney, Daniel Von Thaden

Leadership and Initiative Award ~ West Islip Flag Football ~ Ashlyn Murphy

Director of Athletics, Tim Horan congratulated Ashlyn Murphy on advocating and taking initiative to form the first ever West Islip Varsity Flag Football team and the team making it to playoffs.

Mr. Horan congratulated the following Suffolk Zone Award winners for outstanding leadership, fitness citizenship and excellence in health and physical education.

Suffolk Zone Award Winners

West Islip High School	Chris Piropato and Carley Squeglia
Beach Street Middle School	Riley Scavo and Rosie Scavo
Udall Road Middle School	Nate Blind and Leah Tussie
Bayview Elementary	Khloe McAleavey and Andrew Mercante
Paul J. Bellevue Elementary	Jordan Harrington, Mason Monteserrato and Amelia Zolciak
Manetuck Elementary	Quinn Garcia and Tess Hogan
Oquenock Elementary	Braelyn Barr and Lucas Dunbar

Virtual Enterprise 2024 Award Recognitions ~ Kort Panzner, Brendan Obloj, Aidan Jordan, Ciaran Pollard, Jake Romeo, Adrian Syku, Ethan Martinez, Joseph Pace, Drew Varvaro, Ryan Hicks, Drew Schiano, Jad Limane, Lucas Scourtos, Ryan Cascino, Calvin Adam, Michael Flynn, Derek Rivera, Anna Kalinowski, Logan Christensen

Virtual Enterprise facilitator Patricia Morgigno spoke about the virtual enterprise classroom allowing students to engage in hands-on learning experiences both inside and outside of the classroom. Students conduct market research, write policies and procedures, and develop comprehensive business plans while working in departments such as Administration, Accounting, Finance, Sales, Marketing, Human Resources and IT. Local, regional and international trade shows and competitions proved opportunities for the students to present their work, experience real-world competition, network with peers and connect with college and business partners. Ms. Morgigno expressed her gratitude to the West Islip Industry Advisory Board for supporting these future entrepreneurs.

PERSONNEL

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve the following T-1, T-2, CL-1 as listed in the agenda.

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

TEACHERS

T-1 TENURE APPOINTMENT

Gina Castaldo, Elementary
Effective August 31, 2024

Anna Domingo, World Languages
Effective August 31, 2024

Michael McCabe, Psychologist
Effective August 31, 2024

Kaitlyn Crowley, Speech
Effective September 1, 2024

Denise Lamattina, Library Sciences
Effective September 1, 2024

Kerry Rivera, Social Worker
Effective September 1, 2024

T-2 LEAVE OF ABSENCE (unpaid) (Pursuant to the Family Medical Leave Act of 1993- 12-week continuous medical coverage)

Kathleen Albretsen, School Counselor
Effective May 13, 2024 through June 30, 2024
(Beach)

CIVIL
SERVICE

CL-1

EXCESSED

Terri Brett, Paraprofessional
Effective June 27, 2024
(Paul J. Bellew)

Pyper Ahrens, Paraprofessional
Effective June 27, 2024
(Manetuck)

Sabina Collins, Paraprofessional
Effective June 27, 2024
(Manetuck)

Rosemarie Maggio, Paraprofessional
Effective June 27, 2024
(Beach Street)

Wendy Parks, Paraprofessional
Effective June 27, 2024
(High School)

Erin Scileppi, Paraprofessional
Effective June 27, 2024
(Beach Street)

Kailey Gross, Paraprofessional
Effective June 27, 2024
(Paul J. Bellew)

Judy Abtey, Paraprofessional
Effective June 27, 2024
(Paul J. Bellew)

Virginia Gomez, Paraprofessional
Effective June 27, 2024
(Udall)

Scarlette Sanchez, Paraprofessional
Effective June 27, 2024
(Paul J. Bellew)

Stacy Spisak, Paraprofessional
Effective June 27, 2024
(Udall)

CL-1
continued

Nicole Jones, Paraprofessional
Effective June 27, 2024
(Paul J. Bellew)

Angelina Archer, Paraprofessional
Effective June 27, 2024
(Udall)

Jennifer Ulrich, Paraprofessional
Effective June 27, 2024
(Manetuck)

Christina Chiarelli, Paraprofessional
Effective June 27, 2024
(Oquenock)

Lisette Rodriguez, Paraprofessional
Effective June 27, 2024
(Beach Street)

Kayla DiMino, Paraprofessional
Effective June 27, 2024
(Beach Street)

Melissa Schafer, Paraprofessional
Effective June 27, 2024
(Paul J. Bellew)

Kiersten Comer, Paraprofessional
Effective June 27, 2024
(Paul J. Bellew)

OTHER

ADULT EDUCATION 2024-2025

Kevin Murphy, Director (\$4,418/semester)

ENRICHMENT 2024-2025

John Ruggerio, Director (\$1,962/semester)

ALTERNATIVE SCHOOL 2024-2025

Daniel Marquardt, Co-Coordinator (\$25,016 per year)
John Mullins, Co-Coordinator (\$25,016 per year)

DEAN 2024-2025

Richard Ippoliti, High School

NEW TEACHER PROGRAM COORDINATOR 2024-2025

Donna Flynn, Co-Coordinator (\$2,861 per year)
Lauren Lay, Co-Coordinator (\$2,861 per year)

PSAT/SAT/SSD/ACT COORDINATOR 2024-2025

Justin Arini, Coordinator (\$2,822 per semester)

SUMMER INVESTIGATIONS PROGRAM 2024-2025

Jeannine DiMaio, Aide

**SPECIAL EDUCATION – ESY RELATED SERVICE PROVIDERS
SUMMER 2024**

Consultant Teachers

Erin Meade
Jillian Ruffo

Danielle Sadusky
Maureen U Sanchez

Classroom Teachers

Gina Capanelli
Kasey Connelly
Christie Cusanelli

Megan Rooney
Lindsay Simonton (Sub)
Marissa Villani

Speech Therapists

Katherine Bayern
Kathleen Finn

BCBA

Theresa Mercado

Aides

Judy Abtey
Christine Antippas
Margaret Barth
Florence Burns
Sabina Collins
Cathleen Cronin
Patti DiMino

Taylor Dundon
Annemarie Flynn
Jennifer Held
Cortney Kuzmiak
Catherine Lamotte
Rose Maggio
Tara Miller

Amanda Nielsen
Marianna Pascarella
Jean Pozzini
Annette Rossi
Erin Scileppi
Kathleen Slayback
Michele Varley

Substitute Aide

Theresa Gabriele

Nurses

Karen Arigoni (Sub)
Sharon Kerrigan

SUMMER INVESTIGATIONS PROGRAM 2024

Teachers

Kristen Amoia
Tim Bauernfeind
Danielle Blaise
Michelle Bonkov
Lisa Brush
Olivia Capitano
Ashley Caputo

Gianna Covello
Kayla Covello
Tammy Dragelin
Danielle Ferruggiari
Paige Fogarty
Paige Gillespie
Mollie Healey

Annmarie Katzer
Jade Lawrence
Andrea Miller
Sara Pollack
Jordan Slobodow

ENL Service Provider

Katrina Bausch

CURRICULUM REPORT

Mrs. Morrison thanked our school community, administrative team, teachers, staff, parents and students for a great school year filled with academic growth and accomplishments. Mrs. Morrison also thanked Dr. Romanelli and the Board of Education for their unwavering commitment to advancing the learning experiences of all students.

Mrs. Morrison gave several updates. The IB Program will have thirteen students receiving an IB diploma on June 17th at 6:30 p.m.; thirteen students attained the Seal of Biliteracy; the Alternative High School will have eighteen students graduate on June 12th at 5:30 p.m. A STEM symposium was held on June 5th to celebrate the research conducted in grades 8-12 this school year. Twenty-two graduating seniors had their research finding showcased at the symposium. Summer school will not be offered in West Islip this year; programs are being facilitated at St. John the Baptist HS and by ESBOCES at Bay Shore high School. Information will be shared with all secondary parents within the next week as well as posted on the district website. The Summer Investigations Program for Elementary Students Grade Level Math and ELA skills program will run from July 1-July 25th.

Mrs. Morrison stated the District's newly adopted electronic device policy was shared with all parents/guardians last week. Parent Academies are scheduled for June 12th, June 20th and August 27th at 5:00 pm at Beach Street Middle School to overview the policies and guidelines.

Mrs. Morrison congratulated the Class of 2024.

REPORT OF BOARD COMMITTEES:

Policy Committee: James Cameron reported on the meeting that took place on 6/4/2024. The following policies were discussed: Series (0000) Philosophy, Goals and Objectives, Community Relations (Series 1000), School Board Governance (Series 2000) and Administration Series (3000) which will become a part of the new policy manual intended for July 9, 2024. Annual policy renewals ahead of the Reorganization meeting on July 9, 2024 No.5412 Purchasing procedures; No. 5421 Procurement of Goods and Services; No. 5610 Insurance; No. 5623 Use of School Owned Materials and Equipment, No. 5683 District Wide Safety committee, No. 6150 Alcohol, Drugs and Other Substances {School Personnel}; No. 7320 Alcohol, Drugs and Other Substances {Students} and Student Code of Conduct. During the 2024-2025 school year, the policy committee intends to review, modify and adopt the Instruction (Series 4000), Student Policies (Series 5000), Fiscal Management (Series 6000), Facilities Development (Series 7000), Support Services (Series 8000) and Personnel Policies (Series 9000). The goal is to be prepared with the entire policy manual for the 2025-2026 school year. Meeting dates for the 2024-2025 school year TBD.

Education Committee: Richard Antoniello reported on the meeting held 6/4/2024. Items reviewed included Curriculum and Overview 2023-2024. Starting discussions about best practices: mastery learning, homework and grading practices.

Finance Committee: Christina Marks reported on the meeting held 6/4/2024. Items reviewed included April treasurer's report; school district funds; payroll summary; financial statements; extra-curricular funds; May internal claims audit report; system manager audit trail 5/1/2024-5/29/2024; payroll certification 5/17/2024-5/31/2024; review of warrants; review of Board agenda finance items: budget transfers, scholarship donations; 2024-2025 contracts and surplus equipment.

Special Education Committee: Debbie Brown reported on the meeting held 6/5/2024. Items reviewed included IEP, CSE and CPSE recommendations from respective committees and will be approved at this evening's meeting. The district's special education two-year plan has been updated for 2024-2026. Highlights from the 2023-2024 school year include addition of the special education department's section on the district website which includes resources and information on SEPTA, two new in district positions; Speech Language Therapist and districtwide Board Certified Behavioral Analyst Teacher; four teachers trained and certified in Wilson Reading Systems level 1 and SEPTA representative participation in non-confidential portion of committee meetings. Last SEPTA meeting was the end of year dinner where the new board was inducted. Mara D'Amico will be the new SEPTA President. Mrs. Brown thanked all the SEPTA board women for their commitment to the children.

FINANCIAL MATTERS:

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve 2023-2024 General Fund budget transfers 4394-4400 and Capital Fund budget transfers 4393.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve Fitzgerald Driving School, Inc. Contract 2024-2025.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to surplus: 2-Tier Warming Unit ~ West Islip High School.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve donation resolutions re: Scholarship Donations from Suffolk Association of School Business Officials - \$500 West Islip High School and Suffolk Transportation Service, Inc. - \$3000 West Islip High School.

PRESIDENT'S REPORT

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve the results of the Annual District Meeting held on May 21, 2024.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve WITA Memorandum of Agreement re: Board Certified Behavior Analyst Teacher.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve WITA Memorandum of Agreement re: Teacher Personal Days.

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

Resolution

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

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve resolution re: the West Islip UFSD Board of Education nominates Catherine Romano for Area 12 Director of the New York State School Board Association.

SUPERINTENDENT'S REPORT:

Dr. Romanelli congratulated all the students that received recognition this evening and the staff that received tenure. Dr. Romanelli stated that after completing his second year as Superintendent for the West Islip School District he is honored to lead this school district every day and is so proud to be a part of West Islip. He will continue working with the Board of Education and Central Administration to continue to do what is best for the students and families of the district.

Mr. Tussie acknowledged the eightieth anniversary of D-Day and thanked all the men and women who sacrificed for our Country. Flag Day will be celebrated 10:00 a.m. June 14th at Paul J. Bellew.

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

Doreen Hantzschel – Mrs. Hantzschel thanked the Board and Administration for recognizing the Class of 2024 with weighted averages. Mrs. Hantzschel asked if the district would consider changing College Day to Career Day. Mr. McCann stated that the district re-implemented career day this year where many careers and trades were represented and it was a great success.

Ellen Sterbens – Mrs. Sterbens spoke about the importance of the UPK program and her disappointment with the lottery system and South Shore Children's Center. Mrs. Sterbens stated that special education children should be prioritized for the UPK placement. Mrs. Morrison thanked Mrs. Sterbens for sharing her concerns and recognized that every parent wants their child in their home building but unfortunately, due to space limitation at this time it is not possible. Mrs. Morrison assured Mrs. Sterbens that meetings are held regularly with South Shore to ensure that our district curriculum is being followed.

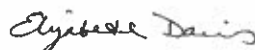
Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to adjourn to Executive Session at 9:01 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:33 p.m. on motion by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to adjourn to Super-Executive Session at 9:33 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting adjourned at 9:45 p.m. on motion by Richard Antonello, seconded by Debbie Brown and carried when all Board members present voted in favor.

Respectfully submitted,



Elizabeth Davis
District Clerk

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

PERSONNEL:

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

TEACHERS

T-1 PROBATIONARY APPOINTMENT

Nicolette Dardis, Speech
Effective August 30, 2024 through August 29, 2028
(PJB; Step 1A¹, new position)

Sophia Mastrangelo, ENL
Effective August 30, 2024 through August 29, 2028
(Udall; Step 1A¹, new position)

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

T-2 RETIREMENT

Debra Magee, Psychologist
Effective July 1, 2024
(27.5 years)

**T-3 LEAVE OF ABSENCE (unpaid)
(Pursuant to the Family Medical Leave Act of 1993-
12-week continuous medical coverage)**

Danielle Rufrano, English
Effective June 11, 2024 through June 30, 2024
(Beach)

CIVIL SERVICE

CL-1 CHANGE IN STATUS

Carolyn Barbarito, Senior Office Assistant
Effective July 1, 2024
(High School; Step 4; change from 12-Month to 10-Month)

CL-2 CHANGE IN TITLE

Paul Shields, Custodial Worker I
Effective July 8, 2024
(High School; Step 2; change from Acting Head Custodian)

CL-3 RESIGNATION

Imee Acevedo, Part-Time Food Service Worker
Effective June 15, 2024
(Manetuck)

CIVIL SERVICE, continued

CL-3 RESIGNATION, continued

Lily-Ann Youngelman, Security/Receptionist Aide
Effective June 27, 2024
(Paul J. Bellew)

CL-4 PROBATIONARY APPOINTMENT

Alba Cipriano, Part-Time Food Service Worker
Effective September 3, 2024
(Oquenock; \$16.54/hr; replacing Eileen Ayers {resigned})

John Clarelli, Maintenance Mechanic III
Effective June 20, 2024
(Maintenance; Step 1; replacing Clive Scarr {retired})

*Robert Bancroft, Head Custodian
Effective July 8, 2024
(Bayview; Step 1; replacing Michael DeBatt {resigned})

Lily-Ann Youngelman, Contingent Office Assistant
Effective July 1, 2024
(District Office; Step 1; replacing Colleen Guimaraes {reassigned})

CL-5 RETIREMENT

Joseph Finn, Custodial Worker I
Effective July 10, 2024
(15.59 years)

CL-6 SUBSTITUTE CUSTODIAN (\$16/hr)

Frank Rega, effective June 19, 2024
Jessica Rega, effective June 19, 2024
Paige Smith, effective June 19, 2024

OTHER

CURRICULUM WRITING 2024-2025

English 11 Gateway
Ann-Michele Barry
Dawn DiVisconti

World Languages Spanish

Spanish 1

Monica Elgut
Kristina Rocco
Jaquelyn Vaysman

Spanish 3

Andrea Agramonte
Anna Domingo
Maria Simeone

Italian 1

Elena Iacobellis
Sarah Willmann

Italian 3

Katlyn Colace
Anna Domingo
Luisa Marino

**Pending fingerprinting clearance*

OTHER, continued

TEACHER COORDINATOR – IB DIPLOMA PROGRAM 2024-2025

Edward Jablonski

ATHLETIC TRAINER 2024-2025

Kevin Kilkenny

CIVIC ENGAGEMENT 2024-2025

Justin Arini, Coordinator (\$2,843 per year)

DISTRICT-WIDE PRINTING SERVICES 2024-2025

John Zuhoski, District Printer (\$18,734 per year)

DRIVER EDUCATION 2024-2025

Georgette Taylor, Instructor (\$1,500 per course)

Chris Taylor, Instructor (\$1,500 per course)

Patricia Stack, Instructor (\$1,500 per course)

EQUIPMENT/UNIFORM COORDINATORS 2024-2025

Steve Mileti, High School

Brian Cameron, Udall

James Klimkoski, Beach

MENTOR PROGRAM 2024-2025

Karen McCarthy, Coordinator (\$1,673 per year)

PREFERRED SUBSTITUTE RESIGNATION

Meridith Smith

Effective June 11, 2024

LEAVE SUBSTITUTE TEACHER (\$150 per diem)

Jacqueline Turcios-Bonilla, effective August 30, 2024

OTHER, continued

SUBSTITUTE TEACHER (\$130 per diem)

- Daniel Bellar, effective September 4, 2024, *student teacher*
- *Briana Calabretta, effective September 4, 2024, *student teacher*
- Sophia Clark, effective September 4, 2024, *student teacher*
- Jack Classen, effective September 4, 2024, *student teacher*
- *Bethany Fanning, effective September 4, 2024, *student teacher*
- *Christian Hannan, effective September 4, 2024, *student teacher*
- Emma Lehle, effective September 4, 2024, *student teacher*
- Jenna Lima, effective September 4, 2024, *student teacher*
- Brittany Parsons, effective September 4, 2024, *student teacher*
- *Juliana Radulski, effective September 4, 2024, *student teacher*
- *Allyson Roth, effective September 4, 2024, *student teacher*
- *Kayla Trocchio, effective September 4, 2024, *student teacher*
- *Sara Wiatrak, effective October 28, 2024, *student teacher*

SUBSTITUTE TEACHING ASSISTANT (\$105 per diem)

Christine Stone, effective August 30, 2024

SPECIAL EDUCATION – ESY RELATED SERVICE PROVIDERS SUMMER 2024

Aide

Shari Marano

FALL 2024 HIGH SCHOOL COACHES

FOOTBALL

Steve Mileti, Varsity Head Coach
Frank Riviezzo, Assistant Varsity Coach
Mike Bellacosa, Assistant Varsity Coach
Joseph LaCova, Varsity Volunteer Coach
Stephen Fasciani, J.V./Varsity Volunteer Coach
John T. Denninger, Head J.V. Coach
Scott Mattera, Assistant J.V. Coach
Matthew Colhoun, Volunteer J.V. Coach

GIRLS SOCCER

Nicholas Gricco, Head Varsity Coach
Jeremy Robertson, Assistant Varsity Coach
Lindsay Valentino, J.V. Coach

BOYS SOCCER

Dennis Mazzalonga, Head Varsity Coach
Alex Giordano, Assistant Varsity Coach
Grixon Moreira, J.V. Coach

GIRLS SWIMMING

Tanya Carbone, Varsity Coach
Daniel Gschwind, Assistant Varsity Coach

* Pending fingerprinting clearance

OTHER, continued

FALL 2024 HIGH SCHOOL COACHES, continued

GIRLS GYMNASTICS

MaryAnn McGrade, Varsity Coach
Caitlyn Leibman, Assistant Varsity Coach

GIRLS TENNIS

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

FIELD HOCKEY

Josephine Hassett, Varsity Coach
JoAnne Orechosky, Assistant Varsity Coach
Riley Wallace, J.V. Coach

CROSS COUNTRY

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

BOYS VOLLEYBALL

John Schrank, Varsity Coach
Matthew Sullivan, Assistant Varsity Coach
Frank Franzoni, J.V. Coach

GIRLS VOLLEYBALL

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

GOLF

Frank Rapczyk, Varsity Coach

KICKLINE

Emma Ichle, Varsity Coach

CHEERLEADING

Lauren Brady, Varsity Coach
Olivia Gmelch, Assistant Varsity Coach
Marissa McCandless, J.V. Coach
Sophia Clark, Assistant J.V. Coach
Dina Barone, J.V./Varsity Volunteer Coach

FALL 2024 MIDDLE SCHOOL COACHES

FOOTBALL

Seamus Burns, Head 7-8 Udall Coach
Vincent Grabinsky, Assistant 7-8 Udall Coach
Vincent Luvera, Head 7-8 Beach Coach
Charles (Kevin) Osburn, Assistant 7-8 Beach Coach

OTHER, continued

FALL 2024 MIDDLE SCHOOL COACHES, continued

GIRLS SOCCER

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

BOYS SOCCER

Kelly Minicozzi, 7-8 Beach Coach
Emily Gillen, Volunteer Beach Coach

CROSS COUNTRY

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

FIELD HOCKEY

Hailey Fiordiliso, 7-8 Udall Coach
Megan Rooney, 7-8 Beach Coach

GIRLS TENNIS

Brian Cameron, 7-8 Udall/Beach Coach

WEST ISLIP SPORTS ACADEMY SUMMER CAMPS 2024

Pat Plompen, Clerical Support

GYMNASTICS

Maryann McGrade, Director
Caitlyn Leibman, Assistant Director

Lead Counselors

Emily McGrade	Grace Lehle
Cassidy Cullen	Victoria Mueller

Counselors

Olivia Antonello	Dana Dileo	Katelyn Mercorella
Emily Ball	Victoria Lopez	Jenna Tussie
Amelia Dibenedetto		

Volunteer Counselors

Ava Bomberger	Ariah Grabhorn	Kristen Messina
Emily Burnham	Anna Hall	Lena Okurowski
Megan Filiato	Callie Jones	Kate O'Regan
Emily Gavers	Juliet LaClaire	Zoey Richardelli
Cameron Giorgianni		

OTHER, continued

**SPORTS ACADEMY SUMMER SWIM CAMP 2024,
SWIM PROGRAM AND SWIM TEAMS 2024-2025**

Colleen Reilly, Director
John T. Denninger, Director
Tanya Carbone, Assistant Director
Daniel Gschwind, Assistant Director
Edward Jablonski, Assistant Director
Thomas Loudon, Assistant Director
Jeremy Robertson, Assistant Director

Lifeguards

Angelina Acosta
Nico Acquista
Alexa Alvarado
Angelina Amatulli-Griffith
Cate Aniano
William Antippas
Noah Blumberg
Ryder Blumberg
Christopher Bosco
Shawn Boyle
Erick Burciaga
Jason Butler
Thomas Carini
Jayson Carlson
Ryan Cascino
Michael Cea
John Charbonneau
Maggie Chartrand
Katie Clark
Daniel Clarke
Andrew Cooper
Logan Coppola
Matthew Corbett
Charlie DellUniversita
Dominic Delta
Alex Dimitru
Brandon Disbrow
Nick Dituri
Matthew Dorn
Alexa DosSantos
Noah Dumond

Christina Fahey
Jordan Fileti
Michael Flynn
Riley Flynn
Makenna Gagliardi
Alexandra Gangloff
Daniel Gorman
Robert Govier
Emma Grim
Jack Groark
Lauren Hand
Michael Harbord
Nils Haugen
Kyle Held
Anghelo Hernandez
Ruth Higgins
Ariel Hudson
Michael Johnson
Julia Jordan
Emma Kay
Annabella Lanzer
Sasha Lavrosky
Jake Lella
Nick LoCurto
Piper Loveland
Patrick Lynam
Alexandra Martorella
Kevin McCabe
Teagan McGuire
Emilia Miranda
Matthew Monaco

Alexander Montes
Kathryn Mushorn
Charlye Nicolosi
Connor O'Brien
Tahdig O'Sullivan-Bakshi
Joseph Pace
Christopher Piropato
Mason Plouffe
Ciaran Pollard
Markos Prokopiou
Logan Reese
Ava Reynolds
Abigail Richardelli
Peter Roberto
Nicholas Ruby
Joseph Saladino
Kori Sansone
Jack Schaefer
Andrew Schiano
Angelina Shannon
James Sinclair
Seamus Smith
Peter Soursos
Aidan Stueber
Sarah Taheny
Chris Thomas
Matthew Triglia
Brady Tyler
Travis Vine
Daniel VonThaden

West Islip

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- Required
- Local
- Notice

MISSION STATEMENT

The Board of Education recognizes that to govern effectively, it must clearly define why the district exists and what it aspires to be. The Board therefore adopts the following mission statement to convey the district's purpose, and vision to set forth what the district should strive to become in the future.

Mission Statement

The West Islip Community is committed to excellence in education through the establishment of an academic, vocational and social environment in which all children can learn and succeed. Our students will be provided the opportunity to develop their self-esteem and a respect for others while acquiring the knowledge, skills and attitudes to become responsible citizens in a rapidly changing world. Our goal is to have students think in global terms and develop cultural sensitivity and an international orientation. We seek to instill in our students the ability to share their commonalities, celebrate their differences, and appreciate that learning is a lifelong process.

The district will utilize and distribute resources and programming in the most equitable manner possible.

Annual Review

The Board recognizes that while the mission is intended to be a long-range statement of the ideal future for the district, it still requires continual evaluation. Accordingly, the Board will review the vision statement annually in developing the district's annual goals.

Cross-ref: 0105, Equity, Inclusivity and Diversity in Education
0300, Accountability
4000, Student Learning Standards and Instructional Guidelines

Adoption date:

- Required
- Local
- Notice

NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The Board of Education, its officers and employees, shall not discriminate in its programs and activities on the basis of legally protected classes, such as, but not limited to: race, color, national origin, creed, religion, marital status, sex (including pregnancy, childbirth, or related medical condition), age, sexual orientation, disability (physical or mental), predisposing genetic characteristic, military work or status, domestic violence victim status, or use of a guide dog, hearing dog, or service dog, as applicable. The district will provide notice of this policy in accordance with federal and state law and regulation.

This policy of nondiscrimination includes access by students to educational programs, counseling services for students, course offerings, and student activities, as well as recruitment and appointment of employees and employment pay, benefits, advancement and/or terminations.

Additionally, to promote the district website's accessibility to staff, students, and members of the community with disabilities, the district will maintain a website that is accessible (or contains accessible alternatives) on perceivability, operability and understandability principles. The district's website manager and Executive Director for Technology and Innovation*insert appropriate title, such as Director of Technology* is responsible for considering the following when developing or updating the district website:

- Adding the text equivalent to every image;
- Posting documents in a text-based format such as HTML or RTF in addition to PDFs;
- Avoiding dictating colors and font settings;
- Including audio descriptions and captions to videos;
- Identifying other barriers to access; and
- Making other considerations when developing the district's website.

The Board of Education, its officers and employees shall not discriminate against students on the basis of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sex, sexual orientation, or gender (including gender identity and expression).

A finding that an individual has engaged in conduct in violation of this policy may result in disciplinary action and/or filing of a report with third parties in the manner prescribed by the district code of conduct, the law or applicable contract.

Nothing in this policy shall be construed to prohibit a denial of admission into, or exclusion from, a course of instruction or activity based on a person's gender that would be permissible under the law, or to prohibit, as discrimination based on disability, actions that would be permissible under the law.

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Annual Notification

At the beginning of each school year, the district shall publish a notice of the established grievance procedures for resolving complaints of discrimination to parents/guardians, employees, students and the community. The public notice shall:

1. inform parents, employees, students and the community that education programs, including but not limited to vocational programs, are offered without regard to actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sex; sexual orientation, or gender (including gender identity and expression);
2. provide the name, address and telephone number of the person designated to coordinate activities concerning discrimination; and
3. be included in announcements, bulletins, catalogs, and applications made available by the district.

The Assistant Superintendent for Human Resources has been designated to handle inquiries regarding the district's non-discrimination policies. Contact information for the Assistant Superintendent 0100

for Human Resources is available on the district's website. Complaints of sexual harassment or discrimination are covered by policy 0110.

All complainants and those who participate in the investigation of a complaint in conformity with state law and district policies, who have acted reasonably and in good faith, have the right to be free from retaliation of any kind.

The Board authorizes the Superintendent of Schools to establish such rules, regulations and procedures necessary to implement and maintain this policy.

Cross-ref: 0110, Sexual Harassment
5030, Student Complaints and Grievances
5300, Code of Conduct
9140.1, Staff Complaints and Grievances

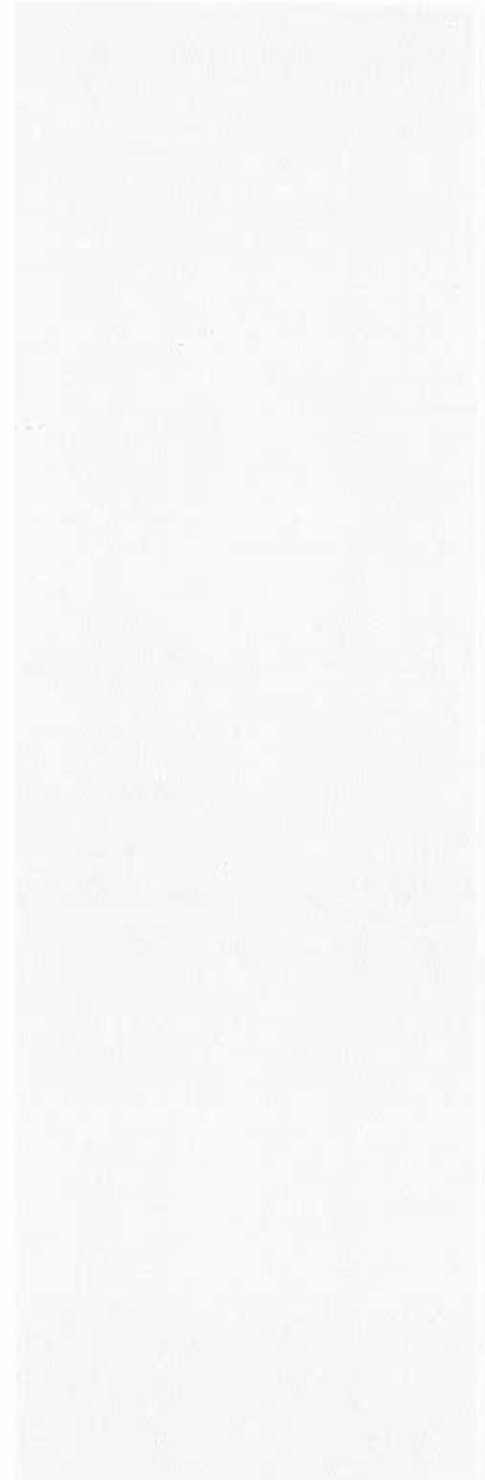
Ref: Age Discrimination in Employment Act of 1967 29 U.S.C. §§621 *et seq.* Americans with Disabilities Act, 42 U.S.C. §§12101 *et seq.*
Title VI, Civil Rights Act of 1964, 42 U.S.C. §§2000d *et seq.* (nondiscrimination based on race, color, and national origin in federally assisted programs)
Title VII, Civil Rights Act of 1964, 42 U.S.C. §§2000e *et seq.* (nondiscrimination based on race, color, and national origin in employment)
Title IX, Education Amendments of 1972, 20 U.S.C. §§1681 *et seq.* (nondiscrimination based on sex)
§504, Rehabilitation Act of 1973, 29 U.S.C. §794
Individuals with Disabilities Education Law, 20 U.S.C. §§1400 *et seq.*
Genetic Information Nondiscrimination Act of 2008 P.L. 110-233
34 C.F.R. §§ 100.6; 104.8; 106.9; 110.25
Executive Law §§290 *et seq.* (New York State Human Rights Law)
Education Law §§10-18 (The Dignity for All Students Act)

West Islip

Education Law §§313(3); 3201; 3201-a

ADA Best Practices Tool Kit for State and Local Governments, Website Accessibility Under Title II of the ADA (see Chapter 5 and Chapter 5 Addendum checklist), www.ada.gov/pcatoolkit/toolkitmain.htm

Adoption date:



**EQUAL OPPORTUNITY AND NONDISCRIMINATION
REGULATION**

The procedures set forth in this regulation do not supersede any protection complainants are provided under existing state or federal law.

Definitions

1. *Complainant* shall mean an applicant, employee, student or vendor who alleges that they have been subjected to discrimination, which may be a violation of this policy, as well as a violation of federal or state law or associated regulations, which has affected him/her.
2. *Complaint* shall mean any alleged act of discrimination which may be a violation of this policy, which may also violate federal and state civil rights laws or associated regulations.
3. *Compliance Officer* shall mean the employee designated by the Board of Education to coordinate efforts to comply with and carry out responsibilities under the Civil Rights Act of 1964, Section 504 and the ADA. The district's compliance officer is: *(insert name and contact information)*.

The investigation and resolution of any complaints alleging an action prohibited by the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act or the ADA shall be dealt with in the following prompt, equitable and impartial manner:

A. Stage I--Compliance Officer

1. As soon as practicable, if possible within 30 days after the events giving rise to the allegation, the complainant shall file a complaint, preferably in writing using the district's complaint form, with the Compliance Officer. The Compliance Officer may informally discuss the complaint with the complainant. He/She shall promptly and thoroughly investigate the matter. All employees and students of the school district shall cooperate with the Compliance Officer in such investigation.
2. Within 15 days of receipt of the complaint, the Compliance Officer shall make a finding in writing that there has or has not been a violation of the Civil Rights Act, Section 504 of the Rehabilitation Act or the ADA. In the event the Compliance Officer finds that there has been a violation, he/she shall propose a resolution of the complaint.
3. If the complainant is not satisfied with the finding of the Compliance Officer, or with the proposed resolution of the complaint, the complainant may, within 15 days after he/she has received the report of the Compliance Officer, file a written request for review by the Superintendent of Schools.

B. Stage II--Superintendent of Schools

1. The Superintendent may request that the complainant, the Compliance Officer, student, or any member of the school district staff present a written statement to him/her setting forth any information that such person has relative to the complaint and the facts surrounding it.
2. The Superintendent shall notify all parties concerned as to the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within 15 school days of the receipt of the appeal by the Superintendent.

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3. **Within 15 days of the hearing, the Superintendent shall render his/her determination in writing. Such determination shall include a finding that there has or has not been a violation of the Civil Rights Act, Section 504 of the Rehabilitation Act or the ADA, and if applicable, a proposal for equitably resolving the complaint.**
4. **If the complainant is not satisfied with the determination of the Superintendent or the proposed resolution, the complainant may, within 15 days after its receipt, file with the Clerk of the Board of Education, a written request for review by the Board.**

C. Stage III—Board of Education

1. **When a request for review by the Board has been made, the Superintendent shall submit all written statements and other materials concerning the case to the President of the Board.**
2. **The Board shall notify all parties concerned of the time and place when a hearing will be held. Such hearing will be held within 15 school days of the receipt of the request of the complainant.**
3. **The Board shall render a decision in writing within 15 days after the hearing has been concluded.**

Adoption date:

- Required
- Local
- Notice

GENDER NEUTRAL SINGLE-OCCUPANCY BATHROOMS

All single-occupancy bathroom facilities in the district are designated as gender neutral. Signs designating gender neutral single-occupancy bathrooms must be posted on or near the entry door of that bathroom facility.

A “single-occupancy bathroom” is as defined in Public Buildings Law §145(d) as “a bathroom intended for use by no more than one occupant at a time or for family or assisted use and which has a door for entry into and egress from the bathroom that may be locked by the occupant to ensure privacy.”

The Superintendent of Schools or designee is directed to post appropriate signage to implement this policy consistent with applicable laws. Handbooks, directional signs, memos, safety plans, and maps will also be updated as necessary.

Ref: Education Law §409-m (single-occupancy bathrooms designated gender neutral)

Public Buildings Law §145(d)

Adoption date:

- Required
- Local
- Notice

SEXUAL HARASSMENT

Sexual harassment is against federal and state law. The Board is committed to maintaining an educational and working environment free from such harassment, and therefore prohibits sexual harassment of students and employees in the district. The district will establish detailed policies and regulations for both students and employees which address definitions, protections, prohibited behavior (including retaliation), prevention activities, training/education, complaint reporting, investigations, and consequences.

Cross-ref: 0110.1, Sexual Harassment of Students
0110.2, Sexual Harassment of Employees

Ref:
Education Amendments of 1972, Title IX, 20 U.S.C. §1681 *et seq.*; 34 CFR 106 *et seq.*
Title VII of Civil Rights Act (1964), 42 U.S.C. §2000-e; 34 CFR §100 *et seq.*
Education Law §§10-18 (Dignity for All Students Act)
Executive Law §296-d (prohibition of sexual harassment of employees and non-employees)
Labor Law §201-g (required workplace sexual harassment policy and training)
Civil Practice Law and Rules §§5003-b (nondisclosure agreements optional); 7515 (mandatory arbitration prohibited)
General Obligations Law §5-336 (nondisclosure agreements optional)
Davis v. Monroe County Board of Education, 526 U.S. 629, 652 (1999)
Gebser v. Lago Vista Independent School District, 524 U.S. 274 (1998)
Faragher v. City of Boca Raton, 524 U.S. 775 (1998)
Burlington Industries v. Ellerth, 524 U.S. 742 (1998)
Oncale v. Sundowner Offshore Services, Inc., 523 U.S. 75 (1998)
Franklin v. Gwinnett County Public Schools, 503 U.S. 60 (1992)
Meritor Savings Bank, FSB v. Vinson, 477 U.S. 57 (1986)
Cannon v. University of Chicago, 441 U.S. 677 (1979)
Office for Civil Rights *Revised Sexual Harassment Guidance (January 19, 2001)*
Office for Civil Rights, *Dear Colleague Letter: Sexual Harassment Issues (2006)*
Office for Civil Rights, *Dear Colleague Letter: Bullying (October 26, 2010)*

Adoption date:

- Required
- Local
- Notice

SEXUAL HARASSMENT OF STUDENTS

The Board of Education recognizes that harassment of students on the basis of actual or perceived sex, sexual orientation, and/or gender identity and expression is abusive and illegal behavior that harms targets and negatively impacts the school culture by creating an environment of fear, distrust, intimidation and intolerance. The Board further recognizes that preventing and remedying such harassment in schools is essential to ensure a healthy, nondiscriminatory environment in which students can learn.

Sexual harassment is a form of sex discrimination and is unlawful under federal and state law. For purposes of this policy, sexual harassment includes harassment on the basis of actual or perceived sex, sexual orientation, and/or gender identity and expression. Sexual harassment of a student can deny or limit the student's ability to participate in or to receive benefits, services, or opportunities from the school's program.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's actual or perceived sex, sexual orientation, and/or gender identity and expression, when:

- a. **submission to that conduct is made either explicitly or implicitly a term or condition of a student's education;**
- b. **submission to or rejection of such conduct is used as the basis for decisions affecting a student's education; or**
- c. **the conduct has the purpose or effect of unreasonably interfering with a student's school performance or creating an intimidating, hostile or offensive educational environment, even if the complaining individual is not the intended target of the sexual harassment;**

Sexual harassment can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, or verbal, nonverbal or physical aggression, intimidation or hostility that is based on actual or perceived gender and sexual stereotypes. Examples of sexual harassment can be found in the accompanying regulation (0110.1-R).

The Board is committed to providing an educational environment that promotes respect, dignity and equality and that is free from all forms of sexual harassment. To this end, the Board condemns and strictly prohibits all forms of sexual harassment on school grounds, school buses and at all school-sponsored activities, programs and events, including those that take place at locations outside the district, or outside the school setting if the harassment impacts the individual's education in a way that violates their legal rights, including when harassment is done by electronic means (including on social media). Sanctions will be enforced against all those who engage in sexual harassment or retaliation, and against district personnel who knowingly allow such behavior to continue.

Sexual harassment may subject the district to liability for harm done to targets. Harassers may also be individually subject to civil liability if sued in a court of law or criminal liability if prosecuted.

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Under various state and federal laws, students have legal protections against sexual harassment in the school environment as described above. Those laws are listed in the references section. The district's Code of Conduct also addresses appropriate behavior in the school environment. Sexual harassment can occur between persons of all ages and genders.

In order for the Board to effectively enforce this policy and to take prompt corrective measures, it is essential that all targets of sexual harassment and persons with knowledge of sexual harassment report the harassment immediately. The district will promptly investigate all complaints of sexual harassment, either formal or informal, verbal or written. To the extent possible, all complaints will be treated in a confidential manner. Limited disclosure may be necessary to complete a thorough investigation. If the complainant reports that they feel unsafe at school due to the nature of the complaint, the district will determine if accommodations need to be made until the issue is resolved.

If, after appropriate investigation, the district finds that a person has violated this policy, prompt corrective action will be taken in accordance with the applicable collective bargaining agreement, contract, district policy and state law.

All complainants and those who participate in sexual harassment complaints or the investigation of a complaint of sexual harassment have the right to be free from retaliation of any kind, when they do so with a good faith belief that sexual harassment has occurred. Such prohibited retaliation can include, but is not limited to, discipline, discrimination, demotion, denial of privileges, or any action that would keep a person from coming forward to make or support a sexual harassment claim. Such actions need not be job- or education-related, or occur in the workplace or educational environment, to constitute unlawful retaliation.

The Superintendent of Schools is directed to develop and implement regulations for reporting, investigating and remedying allegations of sexual harassment. These regulations are to be attached to this policy. In addition, the Board directs that training programs be established for students, and annually for employees, to raise awareness of the issues surrounding sexual harassment and to implement preventative measures to help reduce incidents of sexual harassment. Age-appropriate instructional materials will be incorporated into the curriculum to educate students so that they can recognize and reduce the incidence of sexual harassment.

This policy, or a simplified version, will be posted in a prominent place in each district facility, on the district's website, and will also be published in student registration materials, student, parent and employee handbooks, and other appropriate school publications.

A committee of administrators, teachers, parents, students and the school attorney will be convened annually to review this policy's effectiveness and compliance with applicable state and federal law, and to recommend revisions to Board.

Cross-ref: 0115, Student Harassment and Bullying Prevention and Intervention

Ref: Education Amendments of 1972, Title IX, 20 U.S.C. §1681 *et seq.*; 34 CFR 106 *et seq.*
Education Law §§10-18 (The Dignity for All Students Act)
Davis v. Monroe County Board of Education, 526 U.S. 629, 652 (1999)
Gebser v. Lago Vista Independent School District, 524 U.S. 274 (1998)
Franklin v. Gwinnett County Public Schools, 503 U.S. 60 (1992)
Cannon v. University of Chicago, 441 U.S. 677 (1979)
Office for Civil Rights *Revised Sexual Harassment Guidance (January 19, 2001)*

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Office for Civil Rights, *Dear Colleague Letter: Sexual Harassment Issues* (2006)
Office for Civil Rights, *Dear Colleague Letter: Bullying* (October 26, 2010)

Adoption date:

SEXUAL HARASSMENT OF STUDENTS REGULATION

This regulation is intended to create and preserve an educational environment free from unlawful sexual harassment on the basis of actual or perceived sex, sexual orientation, and/or gender identity and expression, in furtherance of the district's commitment to provide a healthy and productive environment for all students that promotes respect, dignity and equality.

Sexual Harassment Defined

Sexual harassment is a form of sex discrimination and is unlawful under federal and state law. Sexual harassment includes harassment on the basis of actual or perceived sex, sexual orientation, and/or gender identity and expression.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's actual or perceived sex, gender, or sexual orientation, when:

1. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of a student's education (including any aspect of the student's participation in school-sponsored activities, or any other aspect of the student's education); or
2. submission to or rejection of that conduct or communication by an individual is used as the basis for decisions affecting a student's education; or
3. the conduct or communication has the purpose or effect of substantially or unreasonably interfering with a student's academic performance or participation in school-sponsored activities, or creating an intimidating, hostile or offensive educational environment, even if the complaining individual is not the intended target of the sexual harassment.

Sexual harassment can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, or verbal, nonverbal or physical aggression, intimidation or hostility that is based on sex, gender and sexual orientation stereotypes.

Unacceptable Conduct

School-related conduct that the district considers unacceptable and which may constitute sexual harassment includes, but is not limited to, the following:

1. rape, attempted rape, sexual assault, attempted sexual assault, forcible sexual abuse, hazing, and other sexual and gender-based activity of a criminal nature as defined under the State Penal Law;
2. unwelcome sexual advances or invitations or requests for sexual activity, including but not limited to those in exchange for grades, preferences, favors, selection for extracurricular activities, homework, etc., or when accompanied by implied or overt threats concerning the target's school evaluations, other benefits or detriments;
3. unwelcome or offensive public sexual display of affection, including kissing, hugging, making out, groping, fondling, petting, inappropriate touching of one's self or others (e.g., pinching, patting, grabbing, poking), sexually suggestive dancing, and massages;
4. any unwelcome communication that is sexually suggestive, sexually degrading or derogatory or implies sexual motives or intentions, such as sexual remarks or innuendoes about an individual's clothing,

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appearance or activities; sexual jokes; sexual gestures; public conversations about sexual activities or exploits; sexual rumors and "ratings lists;" howling, catcalls, and whistles; sexually graphic computer files, messages or games, etc.;

5. unwelcome and offensive name calling or profanity that is sexually suggestive or explicit, sexually degrading or derogatory, implies sexual intentions, or that is based on sexual stereotypes or sexual orientation, gender identity or expression;
6. unwelcome physical contact or closeness that is sexually suggestive, sexually degrading or derogatory, or sexually intimidating such as the unwelcome touching of another's body parts, cornering or blocking an individual, standing too close, spanking, pinching, following, stalking, frontal body hugs, etc.;
7. unwelcome and sexually offensive physical pranks or touching of an individual's clothing, such as hazing and initiation, "streaking" (running naked in public), "mooning" (exposing one's buttocks), "snuggies" or "wedgies" (pulling underwear up at the waist so it goes in between the buttocks), bra-snapping, skirt "flip-ups," "panting" or "spiking" (pulling down someone's pants or swimming suit); pinching; placing hands inside an individual's pants, shirt, blouse, or dress, etc.;
8. unwelcome leers, stares, gestures, or slang that are sexually suggestive; sexually degrading or derogatory or imply sexual motives or intentions;
9. clothing with sexually obscene or sexually explicit slogans or messages;
10. unwelcome and offensive skits, assemblies, and productions that are sexually suggestive, sexually degrading or derogatory, or that imply sexual motives or intentions, or that are based on sexual stereotypes;
11. unwelcome written or pictorial display or distribution (including via electronic devices) of pornographic or other sexually explicit materials such as signs, graffiti, calendars, objects, magazines, videos, films, Internet material, etc.;
12. other hostile actions taken against an individual because of that person's actual or perceived sex, sexual orientation, gender identity or expression, such as interfering with, destroying or damaging a person's school area or equipment; sabotaging that person's school activities; bullying, yelling, or name calling; or otherwise interfering with that person's ability to participate in school functions and activities; and
13. any unwelcome behavior based on sexual stereotypes and attitudes that is offensive, degrading, derogatory, intimidating, or demeaning, including, but not limited to:
 - a. disparaging remarks, slurs, jokes about or aggression toward an individual because the person displays mannerisms or a style of dress inconsistent with stereotypical characteristics of the person's sex;
 - b. ostracizing or refusing to participate in group activities with an individual (for example, during class projects, physical education classes or field trips) because of the individual's actual or perceived sex, sexual orientation, and/or gender identity or expression;
 - c. taunting or teasing an individual because they are participating in an activity not typically associated with the individual's actual or perceived sex, sexual orientation, or gender.

For purposes of this regulation, action or conduct will be considered "unwelcome" if the student did not request or invite it and regarded the conduct as undesirable or offensive.

Sexual harassment may occur on school grounds, school buses and at all school-sponsored activities, programs and events, including those that take place at locations outside the district, or outside the school setting if the harassment impacts the individual's education in a way that violates their legal rights, including when the harassment is done by electronic means (including on social media).

Determining if Prohibited Conduct is Sexual Harassment

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Complaints of sexual harassment will be thoroughly investigated to determine whether the totality of the behavior and circumstances meet any of the elements of the above definition of sexual harassment and should therefore be treated as sexual harassment. Not all unacceptable conduct with sexual connotations may constitute sexual harassment. In many cases (other than quid pro quo situations where the alleged harasser offers academic rewards or threatens punishment as an inducement for sexual favors), unacceptable behavior must be sufficiently severe, pervasive and objectively offensive to be considered sexual harassment. If the behavior doesn't rise to the level of sexual harassment, but is found to be objectionable behavior, the individual will be educated and counseled in order to prevent the behavior from continuing.

In evaluating the totality of the circumstances and making a determination of whether conduct constitutes sexual harassment, the individual investigating the complaint should consider:

1. **the degree to which the conduct affected the ability of the student to participate in or benefit from their education or altered the conditions of the student's learning environment;**
2. **the type, frequency and duration of the conduct;**
3. **the identity of and relationship between the alleged harasser and the subject of the harassment (e.g., sexually based conduct by an authority figure is more likely to create a hostile environment than similar conduct by a peer);**
4. **the number of individuals involved;**
5. **the age and sex of the alleged harasser and the target of the harassment;**
6. **the location of the incidents and context in which they occurred;**
7. **other incidents at the school; and**
8. **incidents of gender-based, but non-sexual harassment.**

Reporting Complaints

Students who believe they been the target of sexual harassment related to the school setting are encouraged to report complaints as soon as possible after the incident in order to enable the district to promptly and effectively investigate and resolve the complaint. Any person who witnesses or is aware of sexual harassment of a student is also encouraged to report the incident or behavior to the district. Targets are encouraged to submit the complaint in writing; however, complaints may be filed verbally.

Complaints should be filed with the Principal or the Title IX coordinator; however, students may go to any district employee with sexual harassment complaints.

Any school employee who receives a complaint of sexual harassment from a student must inform the student of the employee's obligation to report the complaint to the school administration, and must then immediately notify the Principal and/or the Title IX coordinator.

In order to assist investigators, targets should document the harassment as soon as it occurs and with as much detail as possible including: the nature of the harassment; dates, times, places it has occurred; name of harasser(s); witnesses to the harassment; and the target's response to the harassment.

Confidentiality

It is district policy to respect the privacy of all parties and witnesses to complaints of sexual harassment. To the extent possible, the district will not release the details of a complaint or the identity of the complainant or the individual(s) against whom the complaint is filed to any third parties who do not need to know such

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information. However, because an individual's need for confidentiality must be balanced with the district's legal obligation to provide due process to the accused, to conduct a thorough investigation, or to take necessary action to resolve the complaint, the district retains the right to disclose the identity of parties and witnesses to complaints in appropriate circumstances to individuals with a need to know. The staff member responsible for investigating complaints will discuss confidentiality standards and concerns with all complainants.

If a complainant requests that their name not be revealed to the individual(s) against whom a complaint is filed, the staff member responsible for conducting the investigation will inform the complainant that:

1. **the request may limit the district's ability to respond to their complaint;**
2. **district policy and federal law prohibit retaliation against complainants and witnesses;**
3. **the district will attempt to prevent any retaliation; and**
4. **the district will take strong responsive action if retaliation occurs.**

If the complainant still requests confidentiality after being given the notice above, the investigator will take all reasonable steps to investigate and respond to the complaint consistent with the request as long as doing so does not preclude the district from responding effectively to the harassment and preventing the harassment of others.

0110.1-R

Investigation and Resolution Procedure

A. Initial (Building-level) Procedure

The Principal or the Title IX coordinator will conduct a preliminary review when they receive a verbal or written complaint of sexual harassment, or if they observe sexual harassment. Except in the case of severe or criminal conduct, the Principal or the Title IX coordinator should make all reasonable efforts to resolve complaints informally at the school level. The goal of informal investigation and resolution procedures is to end the harassment and obtain a prompt and equitable resolution to a complaint. All persons involved in an investigation (complainants, witnesses and alleged harassers) will be accorded due process to protect their rights to a fair and impartial investigation. This investigation shall be prompt and thorough, and shall be completed as soon as possible.

Immediately, but no later than two working days following receipt of a complaint, the Principal or Title IX coordinator shall begin an investigation of the complaint according to the following steps:

1. **Interview the target and document the conversation. Instruct the target to have no contact or communication regarding the complaint with the alleged harasser. Ask the target specifically what action they want taken in order to resolve the complaint. Refer the target, as appropriate, to school social workers, school psychologists, crisis team managers, other school staff, or appropriate outside agencies for counseling services.**
2. **Review any written documentation of the harassment prepared by the target. If the target has not prepared written documentation, ask the target to do so, providing alternative formats for individuals with disabilities and young children, who have difficulty writing and need accommodation. If the complainant refuses to complete a complaint form or written documentation, the Principal or Title IX coordinator shall complete a complaint form (see exhibit 0115-E, Student Bullying and Harassment Complaint Form) based on the verbal report.**

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3. Request, review, obtain and preserve relevant evidence of harassment (e.g., documents, emails, phone records, etc.), if any exist.
4. Interview the alleged harasser regarding the complaint and inform the alleged harasser that if the objectionable conduct has occurred, it must cease immediately. Document the conversation. Provide the alleged harasser an opportunity to respond to the charges in writing.
5. Instruct the alleged harasser to have no contact or communication regarding the complaint with the target and to not retaliate against the target. Warn the alleged harasser that if they make such contact with or retaliate against the target, they will be subject to immediate disciplinary action.
6. Interview any witnesses to the complaint. Where appropriate, obtain a written statement from each witness. Caution each witness to keep the complaint and their statement confidential.

Employees may be required to cooperate as needed in investigations of suspected sexual harassment.

7. Review all documentation and information relevant to the complaint.
8. Where appropriate, suggest mediation as a potential means of resolving the complaint. In addition to mediation, use appropriate informal methods to resolve the complaint, including but not limited to:
 - a. discussion with the accused, informing them of the district's policies and indicating that the behavior must stop;
 - b. suggesting counseling and/or sensitivity training;
 - c. conducting training for the department or school in which the behavior occurred, calling attention to the consequences of engaging in such behavior;
 - d. requesting a letter of apology to the complainant;
 - e. writing letters of caution or reprimand; and/or
 - f. separating the parties.
9. Involvement and Notification
 - a. Parents/guardians of student targets and accused students will be notified within one school day of allegations that are serious or involve repeated conduct.
 - b. The parents/guardians of students who file complaints are welcome to participate at each stage of both informal and formal investigation and resolution procedures.
 - c. If either the target or the accused is a student receiving special education services under an IEP or section 504/Americans with Disabilities Act accommodations, the committee on special education will be consulted to determine the degree to which the student's disability either caused or is affected by the discrimination or policy violation. In addition, due process procedures required for persons with disabilities under state and federal law will be followed.
 - d. The Principal or Title IX Coordinator (i.e., the investigator) will submit a copy of all investigation and interview documentation to the Superintendent.
 - e. The investigator will report back to both the target and the accused, notifying them in writing, and also in person as appropriate, regarding the outcome of the investigation and the action taken to resolve the complaint. The investigator will instruct the target to report immediately if the objectionable behavior occurs again or if the alleged harasser retaliates against them.
 - f. The investigator will notify the target that if they desire further investigation and action, they may request a district level investigation by contacting the Superintendent of Schools. The investigator will also notify the target of their right to contact the New York State Division of Human Rights, the U.S. Department of Education's Office for Civil Rights, and/or a private attorney.
2. Create a written documentation of the investigation, kept in a secure and confidential location, containing:

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- a. A list of all documentation and other evidence reviewed, along with a detailed summary;
- b. A list of names of those interviewed along with a detailed summary of their statements;
- c. A timeline of events;
- d. A summary of prior relevant incidents, reported or unreported; and
- e. The final resolution of the complaint, together with any corrective action(s).

If the initial investigation results in a determination that sexual harassment did occur, the investigator will promptly notify the Superintendent, who will then take prompt disciplinary action in accordance with district policy, the applicable collective bargaining agreement or state law.

0110.1-R

If a complaint received by the Principal or the Title IX Coordinator contains evidence or allegations of serious or extreme harassment, such as employee to student harassment, criminal touching, quid pro quo (e.g., offering an academic reward or punishment as an inducement for sexual favors), or acts which shock the conscience of a reasonable person, the complaint will be referred promptly to the Superintendent. In addition, where the Principal or the Title IX coordinator has a reasonable suspicion that the alleged harassment involves criminal activity, they must immediately notify the Superintendent, who will then contact appropriate child protection and law enforcement authorities. Where criminal activity is alleged or suspected by a district employee, the accused employee will be suspended pending the outcome of the investigation, consistent with all contractual or statutory requirements.

Any party who is not satisfied with the outcome of the initial investigation by the Principal or the Title IX coordinator may request a district-level investigation by submitting a written complaint to the Superintendent within 30 days.

B. District-level Procedure

The Superintendent will promptly investigate and resolve all sexual harassment complaints that are referred by a Principal or Title IX coordinator, as well as those appealed to the Superintendent following an initial investigation by a Principal or Title IX coordinator. In the event the complaint of sexual harassment involves the Superintendent, the complaint will be filed with or referred to the Board President, who will refer the complaint to a trained investigator not employed by the district for investigation.

The district level investigation should begin as soon as possible but not later than three working days following receipt of the complaint by the Superintendent or Board President.

In conducting the formal district level investigation, the district will use investigators who have received formal training in sexual harassment investigation or that have previous experience investigating sexual harassment complaints.

If a district investigation results in a determination that sexual harassment did occur, prompt corrective action will be taken to end the harassment. Where appropriate, district investigators may suggest mediation as a means of exploring options of corrective action and informally resolving the complaint.

No later than 30 days following receipt of the complaint, the Superintendent (or in cases involving the Superintendent, the Board-appointed investigator) will notify the target and alleged harasser, in writing, of the outcome of the investigation. If additional time is needed to complete the investigation or take appropriate action,

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the Superintendent or Board-appointed investigator will provide all parties with a written status report within 30 days following receipt of the complaint.

The target and the alleged harasser have the right to be represented by a person of their choice, at their own expense, during sexual harassment investigations and hearings.

External Remedies

In addition, targets have the right to register sexual harassment complaints with the U.S. Department of Education's Office for Civil Rights (OCR) and the New York State Division of Human Rights (DHR). The OCR can be contacted at (800) 421-3481, 400 Maryland Avenue SW, Washington, DC 20202-1100, or at <https://www2.ed.gov/about/offices/list/ocr/docs/howto.html>. The DHR can be contacted at (888) 392-3644, www.dhr.ny.gov/complaint, or at 1 Fordham Plaza, Fourth Floor, Bronx, NY 10458.

Nothing in these regulations limits the right of the complainant to file a lawsuit in either state or federal court, or to contact law enforcement officials if the sexual harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, or other acts which may constitute a crime.

Retaliation Prohibited

Any act of retaliation against any person who opposes sexually harassing behavior, or who has filed a complaint in good faith, is prohibited and illegal, and therefore subject to disciplinary action. Likewise, retaliation against any person who has, in good faith, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing of a sexual harassment complaint is prohibited. For purposes of this policy, retaliation includes but is not limited to: verbal or physical threats, intimidation, ridicule, bribes, destruction of property, spreading rumors, stalking, harassing phone calls, discipline, discrimination, demotion, denial of privileges, any action that would keep a person from coming forward to make or support a sexual harassment claim, and any other form of harassment. Such actions need not be job- or education-related, or occur in the workplace or educational environment, to constitute unlawful retaliation. Any person who retaliates is subject to immediate disciplinary action, up to and including suspension or termination.

Discipline/Penalties and Consequences

Any individual who violates the sexual harassment policy by engaging in prohibited sexual harassment will be subject to appropriate disciplinary and/or remedial action. Measures available to school authorities include, but are not limited to the following:

Students: Discipline may range from a reprimand up to and including suspension from school, to be imposed consistent with the student conduct and discipline policy and applicable law.

Employees: Discipline may range from a warning up to and including termination, to be imposed consistent with all applicable contractual and statutory rights.

Volunteers: Penalties may range from a warning up to and including loss of volunteer assignment.

"Non-employees" (i.e., contractors, subcontractors, vendors, consultant and other persons providing services pursuant to a contract, or their employees): Penalties may range from a warning up to and including loss of district business.

Other individuals: Penalties may range from a warning up to and including denial of future access to school property.

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False Complaints

False or malicious complaints of sexual harassment may result in corrective or disciplinary action taken against the complainant.

Training

All students and employees will be informed of this policy and regulation in student and employee handbooks, on the district website and student registration materials. A poster summarizing the policy will also be posted in a prominent location at each school. All secondary school student body officers will receive district training about the policy at the beginning of each school year.

In addition, age-appropriate curricular materials will be made available so that it can be incorporated in instruction K-12 to ensure that all students are educated to recognize and report sexual harassment, and on appropriate and inappropriate behavior.

Building Principals are responsible for informing students and staff on a yearly basis of the terms of this policy, including the procedures established for investigation and resolution of complaints, general issues surrounding sexual harassment, the rights and responsibilities of students and employees, and the impact of sexual harassment on the target.

Adoption date:

- Required
- Local
- Notice

SEXUAL HARASSMENT OF EMPLOYEES

The Board of Education recognizes that harassment of employees (including all staff, applicants for employment, both paid and unpaid interns, exempt and non-exempt status, part-time, seasonal, and temporary workers, regardless of immigration status) and certain "non-employees" (which includes contractors, subcontractors, vendors, consultant and other persons providing services pursuant to a contract, or their employees) on the basis of sex, sexual orientation, and/or gender identity and expression is abusive and illegal behavior that harms targets and negatively impacts the school culture by creating an environment of fear, distrust, intimidation and intolerance. The Board further recognizes that preventing and remedying such harassment in the workplace is essential to ensure a healthy, nondiscriminatory environment in which employees and "non-employees" can work productively.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. For purposes of this policy, sexual harassment includes harassment on the basis of perceived or self-identified sex, sexual orientation, gender identity and expression, and transgender status.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions or privileges of employment. Such harassment need not be severe or pervasive to be unlawful, and can be any harassing conduct that consists of more than petty slights or trivial inconveniences.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex, sexual orientation, gender identity and expression, and transgender status, when:

- a. **submission to that conduct is made either explicitly or implicitly a term or condition of an individual's employment;**
- b. **submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or**
- c. **the conduct has the purpose or effect of unreasonably interfering with an employee's or "non-employee's" work or creating an intimidating, hostile or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment;**

Sexual harassment can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, or verbal, nonverbal or physical aggression, intimidation or hostility that is based on actual or perceived gender and sexual stereotypes. Examples of sexual harassment can be found in the accompanying regulation (0110.2-R).

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The Board is committed to providing a working environment that promotes respect, dignity and equality and that is free from all forms of sexual harassment. To this end, the Board condemns and strictly prohibits all forms of sexual harassment on school grounds, school buses and at all school-sponsored activities, programs and events, including those that take place at locations outside the district, or outside the work setting if the harassment impacts the individual's employment in a way that violates their legal rights, including when employees and "non-employees" travel on district business, or when harassment is done by electronic means (including on social media). For employees, sexual harassment is considered a form of employee misconduct. Sanctions will be enforced against all those who engage in sexual harassment or retaliation, and against supervisory and managerial personnel who knowingly allow such behavior to continue.

Sexual harassment may subject the district to liability for harm done to targets. Harassers may also be individually subject to civil liability if sued in a court of law or criminal liability if prosecuted.

Under various state and federal laws, students, employees and "non-employees" have legal protections against sexual harassment in the school environment as described above. Those laws are listed in the references section. Additionally, local laws (e.g., county, city, town, village) may apply to the district. The district's Code of Conduct also addresses appropriate behavior in the school environment. Sexual harassment can occur between persons of all ages and genders.

In order for the Board to effectively enforce this policy and to take prompt corrective measures, it is essential that all targets of sexual harassment and persons with knowledge of sexual harassment report the harassment immediately. The district will promptly investigate all complaints of sexual harassment, either formal or informal, verbal or written. To the extent possible, all complaints will be treated in a confidential manner. Limited disclosure may be necessary to complete a thorough investigation. If the complainant reports that they feel unsafe at work due to the nature of the complaint, the district will determine if accommodations need to be made until the issue is resolved.

If, after appropriate investigation, the district finds that a person has violated this policy, prompt corrective action will be taken in accordance with the applicable collective bargaining agreement, contract, district policy and state law. Individual nondisclosure agreements may only be used as permitted by law, described in the accompanying regulation.

All complainants and those who participate in sexual harassment complaints or the investigation of a complaint of sexual harassment have the right to be free from retaliation of any kind, when they do so with a good faith belief that sexual harassment has occurred. Such prohibited retaliation can include, but is not limited to, discipline, discrimination, demotion, denial of privileges, or any action that would keep a person from coming forward to make or support a sexual harassment claim. Such actions need not be job-related, or occur in the workplace, to constitute unlawful retaliation.

The Superintendent of Schools is directed to develop and implement regulations for reporting, investigating and remedying allegations of sexual harassment. These regulations are to be attached to this policy. In addition, the Board directs that training programs be established for students, and annually for employees, to raise awareness of the issues surrounding sexual harassment and to implement preventative measures to help reduce incidents of sexual harassment. Age-appropriate instructional materials will be incorporated into the curriculum to educate students so that they can recognize and reduce the incidence of sexual harassment.

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This policy, or a simplified version, will be posted in a prominent place in each district facility, on the district's website, and shall also be published in employee handbooks, and other appropriate school publications.

~~The Policy Committee~~ ~~committee of administrators, teachers, parents, students and the school attorney~~ will be convened annually to review this policy's effectiveness and compliance with applicable state and federal law, and to recommend revisions to Board.

Ref:

Education Amendments of 1972, Title IX, 20 U.S.C. §1681 *et seq.*; 34 CFR 106 *et seq.*

Title VII of Civil Rights Act (1964), 42 U.S.C. §2000-e; 34 CFR §100 *et seq.*

Executive Law §296-d (prohibition of sexual harassment of employees and non-employees)

Labor Law §201-g (required workplace sexual harassment policy and training)

Civil Practice Law and Rules §§5003-b (nondisclosure agreements optional); 7515 (mandatory arbitration prohibited)

General Obligations Law §5-336 (nondisclosure agreements optional)

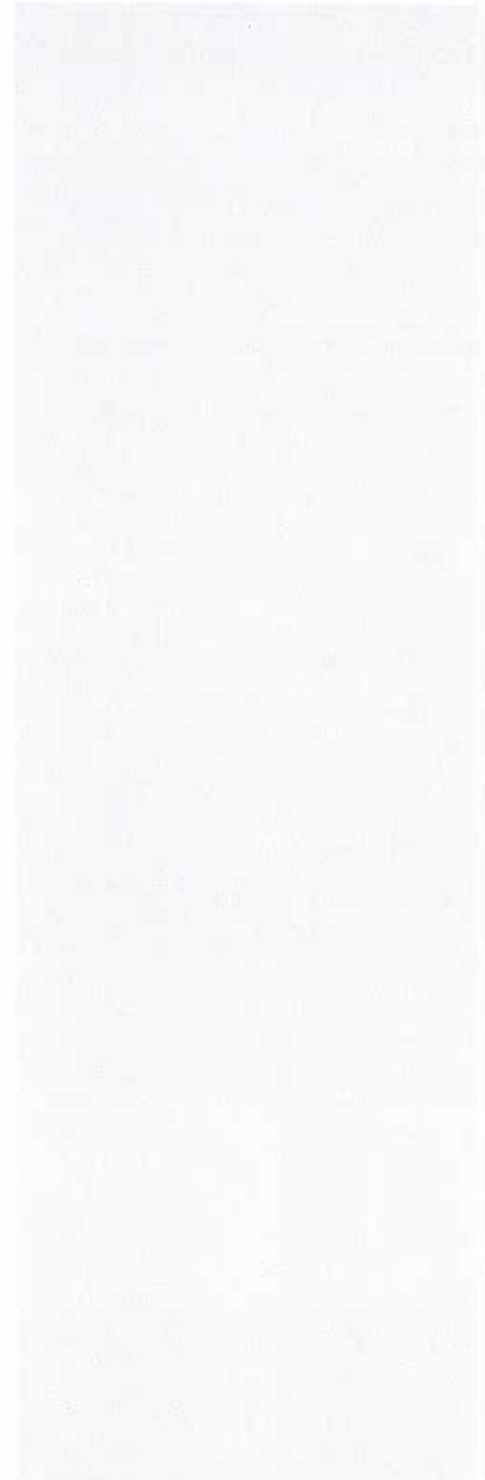
Faragher v. City of Boca Raton, 524 U.S. 775 (1998)

Burlington Industries v. Ellerth, 524 U.S. 742 (1998)

Oncale v. Sundowner Offshore Services, Inc., 523 U.S. 75 (1998)

Meritor Savings Bank, FSB v. Vinson, 477 U.S. 57 (1986)

Adoption date:



SEXUAL HARASSMENT OF EMPLOYEES REGULATION

This regulation is intended to create and preserve a working environment free from unlawful sexual harassment on the basis of perceived or self-identified sex, sexual orientation, and/or gender identity and expression, in furtherance of the district's commitment to provide a healthy and productive environment for all employees (including all staff, applicants for employment, both paid and unpaid interns, exempt and non-exempt status, part-time, seasonal, and temporary workers, regardless of immigration status) and "non-employees" (i.e., contractors, subcontractors, vendors, consultant and other persons providing services pursuant to a contract, or their employees) that promotes respect, dignity and equality.

Sexual Harassment Defined

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of perceived or self-identified sex, sexual orientation, gender identity, gender expression, and transgender status.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions or privileges of employment. Such harassment need not be severe or pervasive to be unlawful, and can be any harassing conduct that consists of more than petty slights or trivial inconveniences.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's perceived or self-identified sex, sexual orientation, gender identity or expression, and transgender status, when:

1. **submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of an employee's or "non-employee's" employment; or**
2. **submission to or rejection of that conduct or communication by an individual is used as the basis for decisions affecting an employee's or "non-employee's" employment; or**
3. **the conduct or communication has the purpose or effect of substantially or unreasonably interfering with an employee's or "non-employee's" work performance, or creating an intimidating, hostile or offensive working environment, even if the complaining individual is not the intended target of the sexual harassment.**

Sexual harassment can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, or verbal, nonverbal or physical aggression, intimidation or hostility that is based on sex, gender and sexual orientation stereotypes.

Unacceptable Conduct

Conduct that the district considers unacceptable and which may constitute sexual harassment includes, but is not limited to, the following:

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1. rape, attempted rape, sexual assault, attempted sexual assault, forcible sexual abuse, hazing, and other sexual and gender-based activity of a criminal nature as defined under the State Penal Law;
2. unwelcome sexual advances or invitations or requests for sexual activity, including but not limited to those in exchange for promotions, preferences, favors, selection for job assignments, etc., or when accompanied by implied or overt threats concerning the target's work evaluations, other benefits or detriments;
3. unwelcome or offensive public sexual display of affection, including kissing, hugging, making out, groping, fondling, petting, inappropriate touching of one's self or others (e.g., pinching, patting, grabbing, poking), sexually suggestive dancing, and massages;
4. any unwelcome communication that is sexually suggestive, sexually degrading or derogatory or implies sexual motives or intentions, such as sexual remarks or innuendoes about an individual's clothing, appearance or activities; sexual jokes; sexual gestures; public conversations about sexual activities or exploits; sexual rumors and "ratings lists;" howling, catcalls, and whistles; sexually graphic computer files, messages or games, etc.;
5. unwelcome and offensive name calling or profanity that is sexually suggestive or explicit, sexually degrading or derogatory, implies sexual intentions, or that is based on sexual stereotypes or sexual orientation, gender identity or expression;
6. unwelcome physical contact or closeness that is sexually suggestive, sexually degrading or derogatory, or sexually intimidating such as the unwelcome touching of another's body parts, cornering or blocking an individual, standing too close, spanking, pinching, following, stalking, frontal body hugs, etc.;
7. unwelcome and sexually offensive physical pranks or touching of an individual's clothing, such as hazing and initiation, "streaking" (running naked in public), "mooning" (exposing one's buttocks), "snuggies" or "wedgies" (pulling underwear up at the waist so it goes in between the buttocks), bra-snapping, skirt "flip-ups," "panting" or "spiking" (pulling down someone's pants or swimming suit); pinching; placing hands inside an individual's pants, shirt, blouse, or dress, etc.;
8. unwelcome leers, stares, gestures, or slang that are sexually suggestive; sexually degrading or derogatory or imply sexual motives or intentions;
9. clothing with sexually obscene or sexually explicit slogans or messages;
10. unwelcome and offensive skits, assemblies, and productions that are sexually suggestive, sexually degrading or derogatory, or that imply sexual motives or intentions, or that are based on sexual stereotypes;
11. unwelcome written or pictorial display or distribution (including via electronic devices) of pornographic or other sexually explicit materials such as signs, graffiti, calendars, objects, magazines, videos, films, Internet material, etc.;
12. other hostile actions taken against an individual because of that person's perceived or self-identified sex, sexual orientation, gender identity or transgender status, such as interfering with, destroying or damaging a person's work area or equipment; sabotaging that person's work activities; bullying, yelling, or name calling; or otherwise interfering with that person's ability to work or participate in school functions and activities; and
13. any unwelcome behavior based on sexual stereotypes and attitudes that is offensive, degrading, derogatory, intimidating, or demeaning, including, but not limited to:
 - a. disparaging remarks, slurs, jokes about or aggression toward an individual because the person displays mannerisms or a style of dress inconsistent with stereotypical characteristics of the person's sex;
 - b. ostracizing or refusing to participate in group activities with an individual (including, but not limited to, projects or trips) because of the individual's perceived or self-identified sex, sexual orientation, gender identity or expression or transgender status;

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- c. **taunting or teasing an individual because they are participating in an activity not typically associated with the individual's sex, sexual orientation or gender.**

For purposes of this regulation, action or conduct will be considered "unwelcome" if the employee or "non-employee" did not request or invite it and regarded the conduct as undesirable or offensive.

Sexual harassment may occur on school grounds, school buses and at all school-sponsored activities, programs and events, including those that take place at locations outside the district, or outside the work setting if the harassment impacts the individual's employment in a way that violates their legal rights, including when employees or "non-employees" travel on district business, or when the harassment is done by electronic means (including on social media).

Determining if Prohibited Conduct is Sexual Harassment

Complaints of sexual harassment will be thoroughly investigated to determine whether the totality of the behavior and circumstances meet any of the elements of the above definition of sexual harassment and should therefore be treated as sexual harassment. Not all unacceptable conduct with sexual connotations or based on sex may constitute sexual harassment. Such conduct must rise above what a reasonable victim of discrimination with the same protected characteristics would consider petty slights or trivial inconveniences to be considered sexual harassment. If the behavior doesn't rise to the level of sexual harassment, but is found to be objectionable behavior, the individual will be educated and counseled in order to prevent the behavior from continuing.

In evaluating the totality of the circumstances and making a determination of whether conduct constitutes sexual harassment, the individual investigating the complaint should consider:

1. **the degree to which the conduct altered the conditions of the employee's or "non-employee's" working environment;**
2. **the type, frequency and duration of the conduct;**
3. **the identity of and relationship between the alleged harasser and the subject of the harassment (e.g., sexually based conduct by an authority figure is more likely to create a hostile environment than similar conduct by a peer);**
4. **the number of individuals involved;**
5. **the age and sex of the alleged harasser and the target of the harassment;**
6. **the location of the incidents and context in which they occurred;**
7. **other incidents at the school; and**
8. **incidents of gender-based, but non-sexual harassment.**

Reporting Complaints

Employees and "non-employees" who believe they have been the target of sexual harassment in the workplace is encouraged to report complaints as soon as possible after the incident in order to enable the district to promptly and effectively investigate and resolve the complaint. Any person who witnesses or is aware of sexual harassment of an employee or "non-employee" is also encouraged to report the incident or behavior to the district. Targets are encouraged to submit the complaint in writing; however, complaints may be filed verbally.

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Complaints should be filed with the Principal or the Title IX coordinator; however, employees and "non-employees" can report complaints to any supervisor or manager.

School employees receiving complaints of sexual harassment from employees and "non-employees" must either direct the complainant to the Building Principal or Title IX coordinator, or may report the incident themselves. Supervisory and managerial personnel are required to report complaints of sexual harassment received by employees and "non-employees" to the Principal or Title IX coordinator, and will be subject to discipline for failing to report suspected or reported sexual harassment, knowingly allowing sexual harassment to continue, or engaging in any retaliation.

In order to assist investigators, targets should document the harassment as soon as it occurs and with as much detail as possible including: the nature of the harassment; dates, times, places it has occurred; name of harasser(s); witnesses to the harassment; and the target's response to the harassment.

Confidentiality

It is district policy to respect the privacy of all parties and witnesses to complaints of sexual harassment. To the extent possible, the district will not release the details of a complaint or the identity of the complainant or the individual(s) against whom the complaint is filed to any third parties who do not need to know such information. However, because an individual's need for confidentiality must be balanced with the district's legal obligation to provide due process to the accused, to conduct a thorough investigation, or to take necessary action to resolve the complaint, the district retains the right to disclose the identity of parties and witnesses to complaints in appropriate circumstances to individuals with a need to know. The staff member responsible for investigating complaints will discuss confidentiality standards and concerns with all complainants.

If a complainant requests that their name not be revealed to the individual(s) against whom a complaint is filed, the staff member responsible for conducting the investigation will inform the complainant that:

1. the request may limit the district's ability to respond to their complaint;
2. district policy and federal law prohibit retaliation against complainants and witnesses;
3. the district will attempt to prevent any retaliation; and
4. the district will take strong responsive action if retaliation occurs.

If the complainant still requests confidentiality after being given the notice above, the investigator will take all reasonable steps to investigate and respond to the complaint consistent with the request as long as doing so does not preclude the district from responding effectively to the harassment and preventing the harassment of others.

Investigation and Resolution Procedure

A. Initial (Building-level) Procedure

The Principal or the Title IX coordinator will conduct a preliminary review when they receive a verbal or written complaint of sexual harassment, or if they observe sexual harassment. Except in the case of severe or criminal conduct, the Principal or the Title IX coordinator should make all reasonable efforts to resolve complaints informally at the school level. The goal of informal investigation and resolution procedures is to end the

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harassment and obtain a prompt and equitable resolution to a complaint. All persons involved in an investigation (complainants, witnesses and alleged harassers) will be accorded due process to protect their rights to a fair and impartial investigation. This investigation shall be prompt and thorough, and shall be completed as soon as possible.

Immediately, but no later than three working days following receipt of a complaint, the Principal or Title IX coordinator shall begin an investigation of the complaint according to the following steps:

1. Interview the target and document the conversation. Instruct the target to have no contact or communication regarding the complaint with the alleged harasser. Ask the target specifically what action they want taken in order to resolve the complaint. Refer the target, as appropriate, to school social workers, school psychologists, crisis team managers, other school staff, or appropriate outside agencies for counseling services.
 2. Review any written documentation of the harassment prepared by the target. If the target has not prepared written documentation, ask the target to do so, providing alternative formats for individuals with disabilities who may need accommodation. If the complainant refuses to complete a complaint form or written documentation, the Principal or Title IX coordinator shall complete a complaint form (see exhibit 0110.2-E) based on the verbal report.
 3. Request, review, obtain and preserve relevant evidence of harassment (e.g., documents, emails, phone records, etc.), if any exist.
 4. Interview the alleged harasser regarding the complaint and inform the alleged harasser that if the objectionable conduct has occurred, it must cease immediately. Document the conversation. Provide the alleged harasser an opportunity to respond to the charges in writing.
 5. Instruct the alleged harasser to have no contact or communication regarding the complaint with the target and to not retaliate against the target. Warn the alleged harasser that if they make such contact with or retaliate against the target, they will be subject to immediate disciplinary action.
 6. Interview any witnesses to the complaint. Where appropriate, obtain a written statement from each witness. Caution each witness to keep the complaint and their statement confidential. Employees may be required to cooperate as needed in investigations of suspected sexual harassment.
 7. Review all documentation and information relevant to the complaint.
 8. Where appropriate, suggest mediation as a potential means of resolving the complaint. In addition to mediation, use appropriate informal methods to resolve the complaint, including but not limited to:
 - a. discussion with the accused, informing them of the district's policies and indicating that the behavior must stop;
 - b. suggesting counseling and/or sensitivity training;
 - c. conducting training for the department or school in which the behavior occurred, calling attention to the consequences of engaging in such behavior;
 - d. requesting a letter of apology to the complainant;
 - e. writing letters of caution or reprimand; and/or
 - f. separating the parties.
- 8.9. Involvement and Notification**
- a. If the alleged harasser is a student, their parents/guardians will be notified within one school day of allegations that are serious or involve repeated conduct.
 - b. If the alleged harasser is a student receiving special education services under an IEP or section 504/Americans with Disabilities Act accommodations, the committee on special education will be consulted to determine the degree to which the student's disability caused

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the discrimination or policy violation. In addition, due process procedures required for persons with disabilities under state and federal law will be followed.

- c. The Principal or Title IX Coordinator (i.e., the investigator) will submit a copy of all investigation and interview documentation to the Superintendent.
- d. The investigator will report back to both the target and the accused, notifying them in writing, and also in person as appropriate regarding the outcome of the investigation and the action taken to resolve the complaint. The investigator will instruct the target to report immediately if the objectionable behavior occurs again or if the alleged harasser retaliates against them.
- e. The investigator will notify the target that if they desire further investigation and action, they may request a district level investigation by contacting the Superintendent of Schools. The investigator will also notify the target of their right to contact the U.S. Department of Education's Office for Civil Rights, the U.S. Equal Employment Opportunity Commission, the New York State Division of Human Rights, and/or a private attorney.

9.10. Create a written documentation of the investigation, kept in a secure and confidential location, containing:

- a. A list of all documentation and other evidence reviewed, along with a detailed summary;
- b. A list of names of those interviewed along with a detailed summary of their statements;
- c. A timeline of events;
- d. A summary of prior relevant incidents, reported or unreported; and
- e. The final resolution of the complaint, together with any corrective action(s).

If the initial investigation results in a determination that sexual harassment did occur, the investigator will promptly notify the Superintendent, who will then take prompt disciplinary action in accordance with district policy, the applicable collective bargaining agreement or state law.

If a complaint received by the Principal or the Title IX Coordinator contains evidence or allegations of serious or extreme harassment, such as employee to student harassment, criminal touching, quid pro quo (e.g., offering an employment reward or punishment as an inducement for sexual favors), or acts which shock the conscience of a reasonable person, the complaint will be referred promptly to the Superintendent. In addition, where the Principal or the Title IX coordinator has a reasonable suspicion that the alleged harassment involves criminal activity, they must immediately notify the Superintendent, who will then contact appropriate law enforcement authorities. Where criminal activity is alleged or suspected by a district employee, the accused employee will be suspended pending the outcome of the investigation, consistent with all contractual or statutory requirements.

Any party who is not satisfied with the outcome of the initial investigation by the Principal or the Title IX coordinator may request a district-level investigation by submitting a written complaint to the Superintendent within 30 days.

C. District-level Procedure

The Superintendent will promptly investigate and resolve all sexual harassment complaints that are referred by a Principal or Title IX coordinator, as well as those appealed to the Superintendent following an initial investigation by a Principal or Title IX coordinator. In the event the complaint of sexual harassment involves the Superintendent, the complaint will be filed with or referred to the Board President, who will refer the complaint to a trained investigator not employed by the district for investigation.

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The district level investigation should begin as soon as possible but not later than three working days following receipt of the complaint by the Superintendent or Board President.

In conducting the formal district level investigation, the district will use investigators who have received formal training in sexual harassment investigation or that have previous experience investigating sexual harassment complaints.

If a district investigation results in a determination that sexual harassment did occur, prompt corrective action will be taken to end the harassment. Where appropriate, district investigators may suggest mediation as a means of exploring options of corrective action and informally resolving the complaint.

No later than 30 days following receipt of the complaint, the Superintendent (or in cases involving the Superintendent, the Board-appointed investigator) will notify the target and alleged harasser, in writing, of the outcome of the investigation. If additional time is needed to complete the investigation or take appropriate action, the Superintendent or Board-appointed investigator will provide all parties with a written status report within 30 days following receipt of the complaint.

The target and the alleged harasser have the right to be represented by a person of their choice, at their own expense, during sexual harassment investigations and hearings.

External Remedies

Employee targets have the right to register sexual harassment complaints with the U.S. Department of Education's Office for Civil Rights (OCR), the federal Equal Employment Opportunity Commission (EEOC) and the New York State Division of Human Rights (DHR). The OCR can be contacted at (800) 421-3481, 400 Maryland Avenue SW, Washington, DC 20202-1100, or at <https://www2.ed.gov/about/offices/list/ocr/docs/howto.html>. The EEOC can be contacted at (800) 669-4000, <https://www.eeoc.gov/employees/howtofile.cfm>, info@eeoc.gov, or at 33 Whitehall Street, 5th Floor, New York, NY 10004 or 300

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Pearl Street, Suite 450, Buffalo, NY 14202. The DHR can be contacted at (888) 392-3644, www.dhr.ny.gov/complaint, or at 1 Fordham Plaza, Fourth Floor, Bronx, NY 10458.

Nothing in these regulations limits the right of the complainant to file a lawsuit in either state or federal court, or to contact law enforcement officials if the sexual harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, or other acts which may constitute a crime.

Nondisclosure agreements

The district may include nondisclosure agreements (to not disclose the underlying facts and circumstances of a sexual harassment complaint) in any sexual harassment settlement agreement or resolution only if it is the

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complainant's preference. Any such nondisclosure agreement will be provided in writing to all parties in plain English and, if applicable, in the primary language of the complainant. Complainants have twenty-one days to consider any such nondisclosure provision before it is signed by all parties, and have seven days to revoke the agreement after signing. Nondisclosure agreements only become effective after this seven-day period has passed.

Retaliation Prohibited

Any act of retaliation against any person who opposes sexually harassing behavior, or who has filed a complaint in good faith, is prohibited and illegal, and therefore subject to disciplinary action. Likewise, retaliation against any person who has, in good faith, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing of a sexual harassment complaint is prohibited. For purposes of this policy, retaliation includes but is not limited to: verbal or physical threats, intimidation, ridicule, bribes, destruction of property, spreading rumors, stalking, harassing phone calls, discipline, discrimination, demotion, denial of privileges, any action that would keep a person from coming forward to make or support a sexual harassment claim, and any other form of harassment. Such actions need not be job- or education-related, or occur in the workplace or educational environment, to constitute unlawful retaliation. Any person who retaliates is subject to immediate disciplinary action, up to and including suspension or termination.

Discipline/Penalties

Any individual who violates the sexual harassment policy by engaging in prohibited sexual harassment will be subject to appropriate disciplinary and/or remedial action. Measures available to school authorities include, but are not limited to the following:

- **Students:** Discipline may range from a reprimand up to and including suspension from school, to be imposed consistent with the student conduct and discipline policy and applicable law.
- **Employees:** Discipline may range from a warning up to and including termination, to be imposed consistent with all applicable contractual and statutory rights.
- **Volunteers:** Penalties may range from a warning up to and including loss of volunteer assignment.
- **"Non-employees"** (i.e., contractors, subcontractors, vendors, consultant and other persons providing services pursuant to a contract, or their employees): Penalties may range from a warning up to and including loss of district business.
- **Other individuals:** Penalties may range from a warning up to and including denial of future access to school property.

False Complaints

False or malicious complaints of sexual harassment may result in corrective or disciplinary action taken against the complainant.

Training

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All employees will be informed of this policy and regulation in employee handbooks, on the district website and other appropriate materials. A poster summarizing the policy will also be posted in a prominent location at each school. The district will provide all existing employees with either a paper or electronic copy of the district's sexual harassment policy and regulation, and will provide the same to new employees before the employee starts their job. These materials will be provided in English and in an employee's primary language, for those languages for which the NYS Department of Labor has provided a translated template policy.

All students will be informed of the basic provisions of this policy and regulation (e.g., that sexual harassment of employees and "non-employees" is prohibited, as well as what is appropriate and inappropriate behavior) in student handbooks, on the district website and student registration materials. In addition, age-appropriate curricular materials will be made available so that it can be incorporated in instruction K-12 to ensure that all students are educated on appropriate and inappropriate behavior.

All new employees will receive training on this policy and regulation at new employee orientation or as soon as possible after starting their job, unless they can demonstrate that they have received equivalent training within the past year from a previous employer. All other employees will be provided training at least once a year regarding this policy and the district's commitment to a harassment-free working environment. Principals, Title IX coordinators, and other administrative employees who have specific responsibilities for investigating and resolving complaints of sexual harassment will receive yearly training on this policy, regulation and related legal developments. Training will be provided in English and in an employee's primary language, for those languages for which the NYS Department of Labor has provided translated model training.

Annual employee training programs will be interactive and include: (i) an explanation of sexual harassment consistent with guidance issued by the NYS Department of Labor and the NYS Division of Human Rights; (ii) examples of conduct that is unlawful sexual harassment; (iii) information on federal and state laws about sexual harassment and remedies available to victims of sexual harassment; (iv) information concerning employees' right to make complaints and all available forums for investigating complaints; and (v) address the conduct and responsibilities of supervisors.

NOTE: The law does not address how "non-employees" are to be notified of the district's sexual harassment policy. We suggest discussing with the district's counsel including language in contracts that addresses the actions that vendors/contractors will take to inform their employees of the district's sexual harassment policy and regulation, as well as the district's role. The DOL FAQ advises that employers are not required to train "non-employees" and do not need to provide a copy of their sexual harassment policy.

Principals in each school and program directors are responsible for informing students and staff on a yearly basis of the terms of this policy, including the procedures established for investigation and resolution of complaints, general issues surrounding sexual harassment, the rights and responsibilities of students and employees, and the impact of sexual harassment on the target.

NOTE: The Board should be aware that the Public Employment Relations Board (PERB) has held that to the extent that a school district's sexual harassment regulations relate to investigatory and disciplinary procedures involving employees, the regulation is a mandatory subject of bargaining. (Patchogue-Medford UFSD, 30 PERB ¶ 3041 (1997)). Before adopting this regulation, the Board should consult with its labor counsel to determine whether the provisions contained in the regulation dealing with investigations of employee conduct and employee discipline represent a change in existing district practice or are in conflict with existing collective bargaining agreements.

Commented [2]: Information to Volz and Vigliotta

Also best to share with James Bosse and Sean McAleavey regarding outside contractor workers.

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Adoption date:



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SEXUAL HARASSMENT OF EMPLOYEES EXHIBIT

Complaint Form for Reporting Sexual Harassment

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form for targets to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form to the best of your ability and submit it to *[insert title, person or office designated; contact information for designee or office; how the form can be submitted]*. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, the district should complete this form, provide you with a copy and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form. For additional resources, visit: <http://www.ny.gov/programs/combating-sexual-harassment-workplace>

YOUR INFORMATION (for all persons making a complaint)

Your Name:
Home Address:
Home or Cell Phone:
Email:
Work Address:
Work Phone:
Job Title:
Preferred Communication Method (please select one): phone, email, mail, in person

SUPERVISOR INFORMATION

Immediate Supervisor's Name:
Title:
Work Phone:
Work Address:

COMPLAINT INFORMATION

1. Your complaint of Sexual Harassment is made against (please include as much information as possible, if known):

Name:
Job Title (if an employee):
Grade/Class (if a student):
School/Work Location:
Phone:
Relationship to you (please circle one below):
Supervisor / Subordinate / Co-Worker / Student / Other: _____

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(Please use additional sheets of paper if the complaint is against multiple people.)

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) and location(s) sexual harassment occurred: _____

Is the sexual harassment continuing? Yes No

4. Please list the name and contact information (if known) of any witnesses or individuals who may have information related to your complaint:

5. Have you previously complained about or provided information (verbal or written) about sexual harassment or related incidents to the district?

Yes No

If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information

Print Name: _____

Signature: _____

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Date: _____

Instructions for the District

If you receive a complaint about alleged sexual harassment, you must follow the district's sexual harassment prevention policy by investigating the allegations through actions including:

- **Speaking with the complainant**
- **Speaking with the alleged harasser**
- **Interviewing witnesses**
- **Collecting and reviewing any related documents**

While the process may vary from case to case, all allegations should be investigated promptly and resolved as quickly as possible. The investigation should be kept confidential to the extent possible.

Document findings of the investigation and basis for your decision along with any corrective actions taken, and notify the complainant and the individual(s) against whom the complaint was made (if the alleged harasser is a student, also notify the parent/guardian). This may be done via email.

Adoption date:



Required
 Local
 Notice

**STUDENT HARASSMENT AND BULLYING
PREVENTION AND INTERVENTION**

The Board of Education is committed to providing an educational and working environment that promotes respect, dignity and equality. The Board recognizes that discrimination, such as harassment, hazing and bullying, are detrimental to student learning and achievement. These behaviors interfere with the mission of the district to educate its students and disrupt the operation of the schools. Such behavior affects not only the students who are its targets but also those individuals who participate and witness such acts.

To this end, the Board condemns and strictly prohibits all forms of discrimination, such as harassment, hazing and bullying on school grounds, school buses and at all school-sponsored activities, programs and events. Discrimination, harassment, hazing or bullying that takes place at locations outside of school grounds, such as cyberbullying, which creates or can be reasonably expected to create a material and substantial interference with the requirements of appropriate discipline in the operation of the school or impinge on the rights of other students are prohibited, and may be subject to disciplinary consequences.

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Definitions

Bullying

Bullying, under the amended Dignity for All Students Act, has the same meaning as harassment (see below). The accompanying regulation provides more guidance regarding the definition and characteristics of bullying to help the school community recognize the behavior.

Cyberbullying

Cyberbullying is defined as harassment (see below) through any form of electronic communication.

Discrimination

Discrimination is the act of denying rights, benefits, justice, equitable treatment or access to facilities available to all others, to an individual or group of people because of the group, class or category to which that person belongs (as enumerated in the *Definitions* section, under Harassment, below).

Hazing

Hazing is an induction, initiation or membership process involving harassment which produces public humiliation, physical or emotional discomfort, bodily injury or public ridicule or creates a situation

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where public humiliation, physical or emotional discomfort, bodily injury or public ridicule is likely to occur.

Harassment

Harassment has been defined in various ways in federal and state law and regulation. The Board recognizes that these definitions are important standards, but the Board's goal is to prevent misbehavior from escalating in order to promote a positive school environment and to limit liability. The Dignity for All Students Act (§§10-18 of Education Law) defines harassment as the creation of a hostile environment by conduct or by threats, intimidation or abuse, including cyberbullying, that (a) has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional or physical well-being; (b) reasonably causes or would reasonably be expected to cause a student to fear for his or her physical safety; (c) reasonably causes or would reasonably be expected to cause physical injury or emotional harm to a student; or (d) occurs off school property and creates or would foreseeably create a risk of substantial disruption within the school environment, where it is foreseeable that the conduct, threats, intimidation or abuse might reach school property. The harassing behavior may be based on any characteristic, including but not limited to a person's actual or perceived:

- race,
- color,
- weight,
- national origin,
- ethnic group,
- religion,
- religious practice,
- disability,
- sex,
- sexual orientation, or
- gender (including gender identity and expression).

For the purpose of this definition the term "threats, intimidation or abuse" shall include verbal and non-verbal actions.

In some instances, bullying or harassment may constitute a violation of an individual's civil rights. The district is mindful of its responsibilities under the law and in accordance with district policy regarding civil rights protections.

In order to streamline the wording of this policy and regulation the term bullying will be used throughout to encompass harassment, intimidation, cyberbullying and hazing behaviors.

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The school setting provides an opportunity to teach children, and emphasize among staff, that cooperation with and respect for others is a key district value. A program geared to prevention is designed to not only decrease incidents of bullying but to help students build more supportive relationships with one another by integrating the bullying prevention program into classroom instruction. Staff members and students will be sensitized, through district-wide professional development and instruction, to the warning signs of bullying, as well as to their responsibility to become actively involved in the prevention of bullying before overt acts occur.

Curricular material that raises awareness and sensitivity to discrimination or harassment and civility in the relationships of people of different races, weights, national origins, ethnic groups, religions, religious practices, mental or physical abilities, sexual orientations, sexes or gender expression or identities will be included in the instructional program K-12.

In order to implement this program the Board will designate at its annual organizational meeting a *Dignity Act Coordinator (DAC)* for each school in the district. One of the DAC's will be designated as the district-wide coordinator whose responsibilities are described in the accompanying regulation. The role of each DAC is to oversee and enforce this policy in the school to which they are assigned.

In addition, the Superintendent will establish a district-wide Safety Committee as well as *Bullying Prevention Coordinating Committees* in each school that will be overseen by the district-wide DAC. Committees will include representation from staff, administration, students and parents. The district-wide task force and the school-level committee will assist the administration in developing and implementing specific prevention initiatives, including early identification of bullying and other strategies. In addition, the program will include reporting, investigating, remedying and tracking allegations of bullying. The accompanying regulation provides more detail on the specific programs and strategies implemented by the district.

Intervention

Intervention by adults and bystanders is an important step in preventing escalation and resolving issues at the earliest stages. Intervention will emphasize education and skill-building.

Successful intervention may involve remediation. Remedial responses to bullying include measures designed to correct the problem behavior, prevent another occurrence of the behavior and protect the target. Remediation may be targeted to the individual(s) involved in the bullying behavior or environmental approaches which are targeted to the school or district as a whole.

In addition, intervention will focus upon the safety of the target. Staff is expected, when aware of bullying, to report it in accordance with this policy, refer the student to designated resources for assistance, or to intervene in accordance with this policy and regulation.

Provisions for students who do not feel safe at school

The Board acknowledges that, notwithstanding actions taken by district staff, intervention may require a specific coordinated approach if the child does not feel safe at school. Students who do not feel

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safe at school are limited in their capacity to learn and reach their academic potential. Staff, when aware of bullying, should determine if accommodations are needed in order to help ensure the safety of the student and bring this to the attention of a building administrator. The building administrator, other appropriate staff, the student and the student's parent(s) will work together to define and implement any needed accommodations.

The district recognizes that there is a need to balance accommodations which enhance student safety against the potential to further stigmatize the targeted student. Therefore, each case will be handled individually. The student, parent/guardian, and school administration will collaborate to establish safety provisions that best meet the needs of the targeted student. Follow-up discussion and/or meetings will be scheduled, as needed, to ensure that safety concerns have been adequately addressed and to determine when and if accommodations need to be changed or discontinued.

Incident Reporting and Investigation

Although it can be difficult to step forward, the district can't effectively address bullying if incidents are not reported. Students who have been bullied, parents whose children have been bullied or other students who observe bullying behavior are encouraged and expected to make a verbal and/or written complaint to any school personnel in accordance with the training and guidelines provided. Staff who observe or learn of incident(s) of bullying are required, in accordance with State law, to make an oral report to a *building administrator* within one school day and to fill out the district reporting form within two school days. If a staff person is unsure of the reporting procedure, he/she is expected to inquire about how to proceed by speaking with his/her supervisor. A district employee may be deemed to have permitted unlawful discrimination or harassment if he/she fails to report an observed incident, whether or not the target complains.

At all times, complaints will be documented, tracked and handled in accordance with the regulations and procedures accompanying this policy, or, if applicable, [0100, Equal Opportunity and Nondiscrimination, or 0110, Sexual Harassment] and the district's Code of Conduct.. [The *insert title: DAC or Building Principal*] will prepare a *insert time period such as quarterly – NOTE: The law doesn't specify a time period, but it is recommended that one be included here*] report for the Superintendent based on complaints filed.

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An equitable and thorough investigation will be carried out by *DAC in collaboration with the building administrative team* in accordance with the accompanying regulation. In addition, the results of the investigation shall be reported back to both the target and the accused as specified in the accompanying regulation. If either of the parties disagrees with the results of the investigation, they can appeal the findings in accordance with the regulations that accompany this policy. Verified bullying incidents that meet the criteria established by the state will be included in the statewide reporting system when applicable, in accordance with law and regulation.

The Board will receive the annual VADIR report, as well as any other state-required report relevant to bullying and/or school climate, for each building and for the district as whole. Based on the review of the data, the Board may consider further action, including but not limited to modification of this policy and additional training.

Disciplinary Consequences/Remediation

While the focus of this policy is on prevention, acts of bullying may still occur. In these cases, offenders will be given the clear message that their actions are wrong and the behavior must improve.

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Student offenders will receive in-school guidance in making positive choices in their relationships with others. If appropriate, disciplinary action that is measured, balanced and age-appropriate will be taken by the administration in accordance with the district's Code of Conduct, as applicable. If the behavior rises to the level of criminal activity, law enforcement will be contacted.

Consequences for a student who commits an act of bullying shall be unique to the individual incident and will vary in method and severity according to the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors, and must be consistent with the district's Code of Conduct.

Non-Retaliation

All complainants and those who participate in the investigation of a complaint in conformity with state law and district policies, who have acted reasonably and in good faith, have the right to be free from retaliation of any kind.

Training

The Board recognizes that in order to implement an effective bullying prevention and intervention program, professional development is needed. The Superintendent, the districtwide DAC and the District Professional Development Team will incorporate training to support this program in new teacher orientation and the annual professional development plan, as needed. Training opportunities will be provided for all staff, including but not limited to bus drivers, cafeteria and hall monitors and all staff who have contact with students. The DACs will be trained in accordance with state requirements and will continue their professional development so as to successfully support this policy and program.

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Dissemination, Monitoring and Review

This policy, or a plain language summary, shall be published in student registration materials, student, parent and employee handbooks, and posted on the district's website. A bullying complaint form will be available on the district's website. The district will ensure that the process of reporting bullying is clearly explained to students, staff and parents on an annual basis.

Each year, as part of the annual review of the Code of Conduct, this policy will be reviewed to assess its effectiveness and compliance with state and federal law. If changes are needed, revisions will be recommended to the Board for its consideration.

The district will ensure that reporting of information to the public in conjunction with this policy will be in a manner that complies with student privacy rights under the Family Educational Rights and Privacy Act (FERPA).

Cross-ref: 0100, Equal Opportunity and Nondiscrimination
0110, Sexual Harassment
4321, Programs for Students with Disabilities
5300, Code of Conduct
5710, Violent and Disruptive Incident Reporting
9700, Staff Development

Ref: Dignity for All Students Act, Education Law, §10 – 18

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Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*
Title VI, Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*
Title VII, Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.*; 34 CFR §100 *et seq.*
Title IX, Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*
§504, Rehabilitation Act of 1973, 29 U.S.C. §794
Individuals with Disabilities Education Law, 20 U.S.C §§1400 *et seq.*
Executive Law §290 *et seq.* (New York State Human Rights Law)
Education Law §§313(3), 3201, 3201-a
8 NYCRR 100.2(c), (l), (jj), (kk); 119.6
Tinker v. Des Moines Independent Community School Dist., 393 US 503, (1969)
Doninger v. Niehoff, 527 F.3d 41 (2d. Cir. 2008)
Pollnow v. Glennon, 594 F.Sup. 220, 224 aff'd 757 F.2d. 496
Zeno v. Pine Plains 702 F3rd 655 (2nd Cir. 2012)
Cuff v. Valley Central School District F3rd 109 (2nd Cir 2012)
Davis v. Monroe County Board of Education, 526 U.S. 629 (1999)
Gebser v. Lago Vista Independent School District, 524 U.S. 274 (1998)
Faragher v. City of Boca Raton, 524 U.S. 775 (1998)
Burlington Industries v. Ellerth, 524 U.S. 742 (1998)
Oncale v. Sundowner Offshore Services, Inc., 523 U.S. 75 (1998)
Franklin v. Gwinnett County Public Schools, 503 U.S. 60 (1992)
Meritor Savings Bank, FSB v. Vinson, 477 U.S. 57 (1986)
Appeal of K.S., 43 Ed. Dept. Rep. 492
Appeal of Ravick, 40 Ed. Dept. Rep. 262
Appeal of Orman, 39 Ed. Dept. Rep. 811

Adoption date:

STUDENT HARASSMENT AND BULLYING PREVENTION AND INTERVENTION REGULATION

The Board condemns and strictly prohibits all forms of discrimination, such as harassment, hazing, intimidation and bullying on school grounds, school buses and at all school-sponsored activities, programs and events. Discrimination, harassment, hazing or bullying that takes place at locations outside of school grounds, such as cyberbullying, which can be reasonably expected to materially and substantially interfere with the requirements of appropriate discipline in the operation of the school or impinge on the rights of other students are prohibited, and may be subject to disciplinary consequences

Definitions

Bullying

Under the amended Dignity for All Students Act bullying and harassment are equivalent and used interchangeably. In order to facilitate implementation, provide meaningful guidance and prevent behaviors from rising to a violation of law, bullying is further understood to be a hostile activity which harms or induces fear through the threat of further aggression and/or creates terror. Bullying may be premeditated or a sudden activity. It may be subtle or easy to identify, done by one person or a group. Bullying often includes the following characteristics:

1. **Power imbalance** - occurs when a bully uses his/her physical or social power over a target.
2. **Intent to harm** - the bully seeks to inflict physical or emotional harm and/or takes pleasure in this activity.
3. **Threat of further aggression** - the bully and the target believe the bullying will continue.
4. **Terror** - when any bullying increases, it becomes a "systematic violence or harassment used to intimidate and maintain dominance."

(Barbara Coloroso, *The Bully, The Bullied & The Bystander*, 2003)

There are at least three kinds of bullying: verbal, physical and social/relational.

- **Verbal bullying** (which can be delivered orally, electronically or in writing) includes name calling, insulting remarks, verbal teasing, frightening phone calls, violent threats, extortion, taunting, gossip, spreading rumors, racist slurs, anonymous notes, etc.
- **Physical bullying** includes poking, slapping, hitting, tripping or causing a fall, choking, kicking, punching, biting, pinching, scratching, spitting, twisting arms or legs, damaging clothes and personal property, or threatening gestures.
- **Social or relational bullying** includes excluding someone from a group, isolating, shunning, spreading rumors or gossiping, arranging public humiliation, undermining relationships, teasing about clothing, looks, giving dirty looks, aggressive stares, etc.
- The New York State Education Department provides further guidance on bullying and cyberbullying prevention on the following website:
http://www.p12.nysed.gov/technology/internet_safety/documents/cyberbullying.html

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Discrimination

Discrimination is the act of denying rights, benefits, justice, equitable treatment or access to facilities available to all others, to an individual or group of people because of the group, class or category to which that person belongs (as listed under *Harassment* as defined below).

Harassment

Harassment has been defined in various ways in federal and state law (including the penal law) and regulation. The Board recognizes that these definitions are important standards, but the Board's goal is to prevent behaviors from escalating to violations of law and, instead, to promote a positive school environment and limit liability. The Dignity for All Students Act (§§10-18 of Education Law) defines harassment as the creation of a hostile environment by conduct or by threats, intimidation or abuse, including cyberbullying, that (a) has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional or physical well-being; (b) reasonably causes or would reasonably be expected to cause a student to fear for his or her physical safety; (c) reasonably causes or would reasonably be expected to cause physical injury or emotional harm to a student; or (d) occurs off school property and creates or would foreseeably create a risk of substantial disruption within the school environment, where it is foreseeable that the conduct, threats, intimidation or abuse might reach school property. The harassing behavior may be based on any characteristic, including but not limited to a person's actual or perceived:

- race,
- color,
- weight,
- national origin,
- ethnic group,
- religion,
- religious practice,
- disability,
- sex,
- sexual orientation, or
- gender (including gender identity and expression).
 - Gender identity is one's self-conception as being male or female, as distinguished from actual biological sex or sex assigned at birth.
 - Gender expression is the manner in which a person represents or expresses gender to others, often through behavior, clothing, hairstyles, activities, voice or mannerisms.

For purposes of this definition, the term "threats, intimidation or abuse" shall include verbal and non-verbal actions.

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Hazing

Hazing is an induction, initiation or membership process involving harassment which produces public humiliation, physical or emotional discomfort, bodily injury or public ridicule or creates a situation where public humiliation, physical or emotional discomfort, bodily injury or public ridicule is likely to occur.

Prevention

Prevention is the cornerstone of the district's effort to address bullying. The components of such an effort involve the following: *NOTE: The list below should be customized to reflect the district's approach. Bullet 6 is intended to spur the district to look more closely at the challenges faced by LGBTQ students and consider strategies to meet their needs, particularly those of transgender youth.*

- Following the principles and practices of "Educating the Whole Child Engaging the Whole School: Guidelines and Resources for Social and Emotional Development and Learning (SEDL) in New York State – Adopted by the Board of Regents July 18, 2011." District curriculum will emphasize developing empathy, tolerance and respect for others.
- Learning about and identifying the early warning signs and precursor behaviors that may lead to bullying.
- Gathering information about bullying at school directly from students (through surveys and other mechanisms); analyzing and using the data gathered to assist in decision-making about programming and resource allocation.
- Establishing clear school wide and classroom rules about bullying consistent with the district's code of conduct.
- Training adults in the school community to respond sensitively and consistently to bullying.
- Raising awareness among adults, through training, of the school experiences of marginalized student populations (as enumerated in the Definitions section above), social stigma in the school environment, gender norms in the school environment, and strategies for disrupting bullying or other forms of violence.
- Providing adequate supervision, particularly in less structured areas such as in the hallways, cafeteria, school bus and playground.
- Raising parental awareness and involvement in the prevention program and in addressing problems.
- Using educational opportunities or curriculum, including, if applicable, the Individual Educational Program (IEP), to address the underlying causes and impact of bullying.

NOTE: As indicated in the policy, the Dignity Act does not require the use of a committee, but NYSSBA recommends it based on the model of successful bullying intervention programs. The following paragraph should reflect the district's approach regarding the use of a committee, the role of it and its composition.

The Superintendent will appoint a district-wide bullying prevention committee, chaired by the districtwide DAC. The committee will include representation from staff, administration, students and parents. The committee will assist with the development and implementation of the prevention and intervention program, which may include the strategies listed above. Building-level committees will be appointed by

Commented [9]: Are we satisfied with these steps for preventative measures?

Commented [10]: do we want a DASA Committee?

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the building principal and will include representation from staff, administration, students and parents associated with that building.

Commented [11]: yay or nay

Role of the Dignity Act Coordinator(s)(DAC)

The Board of Education will annually designate a staff member, who has been thoroughly trained in human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity and expression), and sex, as the Dignity Act Coordinator (DAC) for each school, accountable for implementation of this policy. In addition, one will be designated as the district-wide coordinator who will be responsible for ensuring equivalency in programming across buildings. The building-level DAC will be responsible for coordinating and enforcing this policy and regulation in the school to which they are assigned, including but not limited to coordination of:

- the work of the building-level committees;
- professional development for staff members and,
- the complaint process, and
- management of the Dignity Act's civility curriculum components.

NOTE: In order to fulfill the duties as outlined, the DAC should be an administrator or other staff member that has both access to students and authority within the school building, though the DAC is not necessarily the staff member who will receive or investigate complaints. The district should take the opportunity in this section of the regulation to define the role of the DAC.

Commented [12]: How are we defining the role of the DAC for each building and for district?

Incident(s) Reporting

In order for the Board to effectively enforce this policy and to take prompt corrective measures, it is essential that all targets and persons with knowledge of bullying report such behavior immediately to the principal, the principal's designee or the Dignity Act Coordinator as soon as possible after the incident so that it may be effectively investigated and resolved. The district will also make a bullying complaint form available on its website to facilitate reporting. The district will collect relevant data from written and verbal complaints to allow for systematic reporting.

Staff who observe or learn of incident(s) of bullying are required, in accordance with State law, to orally report it to a building administrator within one school day and to fill out the district reporting form within two school days. If a staff person is unsure of the reporting procedure, he/she is expected to inquire about how to proceed by speaking with his/her supervisor. A district employee may be deemed to have permitted unlawful discrimination or harassment if he/she fails to report an observed incident, whether or not the target complains.

The district will thoroughly, promptly and equitably investigate all complaints, formal or informal, verbal or written. To the extent possible, all complaints will be treated in a confidential manner, although limited disclosure may be necessary to complete a thorough investigation.

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In order to assist investigators, individuals should document the bullying as soon as it occurs and with as much detail as possible including: the nature of the incident(s); dates, times, places it has occurred; name of perpetrator(s); witnesses to the incident(s); and the target's response to the incident.

Confidentiality

It is district policy to respect the privacy of all parties and witnesses to bullying. To the extent possible, the district will not release the details of a complaint or the identity of the complainant or the individual(s) against whom the complaint is filed to any third parties who do not need to know such information. However, because an individual's desire for confidentiality must be balanced with the district's legal obligation to provide due process to the accused, to conduct a prompt and thorough investigation, and/or to take necessary action to resolve the complaint, the district retains the right to disclose the identity of parties and witnesses to complaints in appropriate circumstances to individuals with a need to know. The staff member responsible for investigating complaints will discuss confidentiality standards and concerns with all complainants.

If a complainant requests that his/her name not be revealed to the individual(s) against whom a complaint is filed, the staff member responsible for conducting the investigation shall inform the complainant that:

1. the request may limit the district's ability to respond to his/her complaint,
2. district policy and federal law prohibit retaliation against complainants and witnesses;
3. the district will attempt to prevent any retaliation; and
4. the district will take strong responsive action if retaliation occurs.

If the complainant still requests confidentiality after being given the notice above, the investigator will take all reasonable steps to investigate and respond to the complaint consistent with the request as long as doing so does not preclude the district from responding effectively to the bullying and preventing the bullying of other students.

Investigation and Resolution Procedure

NOTE: The Board may choose to designate the Dignity Act Coordinator (DAC) as the staff member responsible for initially investigating all bullying complaints, or the DAC may be called upon when there is a formal complaint, or only under certain circumstances. The decision regarding when and how to use the DAC depends on the unique circumstances of the district. The language of this regulation should reflect the procedure and titles appropriate to the district. It is critical, though, that an individual be designated as responsible for handling investigations.

A. Initial (Building-level) Procedure

Whenever a complaint of bullying is received whether verbal or written, it will be subject to a thorough preliminary review and investigation. Except in the case of severe or criminal conduct, the principal, the principal's designee or the Dignity Act Coordinator shall make all reasonable efforts to resolve complaints informally at the school level. The goal of informal procedures is to end the bullying, prevent future incidents, ensure the safety of the target and obtain a prompt and equitable resolution to a complaint.

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As soon as possible, but no later than *three school days* following receipt of a complaint, the principal, the principal's designee or the Dignity Act Coordinator will begin an investigation of the complaint by:

Commented [13]: Are we comfortable with 3 days?

- Reviewing any written documentation provided by the target(s).
- Conducting separate interviews of the target(s), alleged perpetrator(s), and witnesses, if any, and documenting the conversations.
- Providing the alleged perpetrator(s) a chance to respond and notify him/her that if objectionable behavior has occurred, it must cease immediately. The individual will be made aware of remediation opportunities as well as potential disciplinary consequences.
- Determining whether the complainant needs any accommodations to ensure his/her safety, and following up periodically until the complaint has been resolved. Accommodations may include, but are not limited to:
 - A "permanent" hall pass that allows the student to visit a designated adult at any time;
 - Access to private bathroom facilities;
 - Access to private locker room facilities;
 - An escort during passing periods;
 - If the student feels unsafe in a specific class, an opportunity for individual tutoring or independent study until the case is resolved;
 - An opportunity for independent study at home with district-provided tutor until the case is resolved;
 - Permission to use personal cell phone in the event that the student feels threatened and needs immediate access to parent or guardian;
 - Assignment of a bus monitor.

Commented [14]: do we want this or make different suggestions?

The district recognizes that there is a need to balance accommodations which enhance student safety against the potential to further stigmatize the targeted student. Therefore, each case will be handled individually, and the student, parent/guardian, and school administration will collaborate to establish safety provisions that best meet the needs of the targeted student. Follow-up discussion and/or meetings will be scheduled, as needed, to ensure that safety concerns have been adequately addressed and to determine when and if accommodations need to be changed or discontinued.

Parents of student targets and accused students should be notified within one school day of allegations that are serious or involve repeated conduct.

Where appropriate, informal methods may be used to resolve the complaint, including but not limited to:

- a. discussion with the accused, informing him or her of the district's policies and indicating that the behavior must stop;
- b. suggesting counseling, skill building activities and/or sensitivity training;

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- c. conducting training for the department or school in which the behavior occurred, calling attention to the consequences of engaging in such behavior;
- d. requesting a letter of apology to the target;
- e. writing letters of caution or reprimand, and/or
- f. separating the parties.

Appropriate disciplinary action shall be recommended and imposed in accordance with district policy, the applicable collective bargaining agreement or state law. The district will make every reasonable effort to attempt to first resolve the misconduct through non-punitive measures.

The investigator shall report back to both the target and the accused, within *seven (7) school days* notifying them in writing, and also in person, as appropriate, regarding the outcome of the investigation and the action taken to resolve the complaint. The actions taken will be in conformance with the *Remediation/Discipline/Penalties* section of this regulation. The target shall report immediately if the objectionable behavior occurs again or if the alleged perpetrator retaliates against him/her.

Commented [15]: OK with timeframe?

If a complaint contains evidence or allegations of serious or extreme bullying, or a civil rights violation, the complaint shall be referred promptly to the Superintendent. The complainant will also be advised of other avenues to pursue their complaint, including contact information for state and federal authorities.

In addition, where the principal, the principal's designee or the Dignity Act Coordinator has a reasonable suspicion that the alleged bullying incident involves criminal activity, he/she should immediately notify the Superintendent, who shall then contact the school attorney, appropriate child protection and, if appropriate, law enforcement authorities.

Any party who is not satisfied with the outcome of the initial investigation may request a district-level investigation by submitting a written complaint to the Superintendent within 30 days.

B. District-level Procedure

The Superintendent or his/her designee shall promptly investigate and equitably resolve all bullying complaints that are referred to him/her, as well as those appealed to the Superintendent following an initial investigation. In the event the complaint involves the Superintendent, the complaint shall be filed with or referred to the Board President, who shall refer the complaint to an appropriate independent individual for investigation.

The district level investigation should begin as soon as possible *but not later than three school days* following receipt of the complaint by the Superintendent or Board President.

Commented [16]: ok w timeline

In conducting the formal district level investigation, the district will endeavor to use individuals who have received formal training regarding such investigations or that have previous experience investigating such complaints.

If a district level investigation results in a determination that bullying did occur, prompt corrective action will be taken to end the misbehavior in accordance with the *Remediation/Discipline/Penalties* section of this regulation.

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No later than 30 days following receipt of the complaint, the Superintendent (or in cases involving the Superintendent, the Board-appointed investigator) will notify the target and alleged perpetrator, in writing, of the outcome of the investigation. If additional time is needed to complete the investigation or take appropriate action, the Superintendent or Board-appointed investigator will provide all parties with a written status report within 30 days following receipt of the complaint.

Any party who is not satisfied with the outcome of the district-level investigation may appeal to the Board of Education by submitting a written request to the Board President within 30 days.

C. Board-level Procedure

When a request for review by the Board has been made, the Superintendent shall submit all written statements and other materials concerning the case to the President of the Board.

The Board shall notify all parties concerned of the time and place when a hearing will be held. Such hearing will be held within 15 school days of the receipt of the request of the complainant. The Board shall render a decision in writing within 15 school days after the hearing has been concluded.

The district shall retain documentation associated with complaints and investigations in accordance with Schedule LGS-1.

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Retaliation Prohibited

Any act of retaliation against any person who opposes bullying behavior, or who has filed a complaint, is prohibited and illegal, and therefore subject to disciplinary action. Likewise, retaliation against any person who has testified, assisted, or participated in any manner in an investigation, proceeding, or hearing of a bullying complaint is prohibited. For purposes of this policy, retaliation includes but is not limited to: verbal or physical threats, intimidation, ridicule, bribes, destruction of property, spreading rumors, stalking, harassing phone calls, and any other form of harassment. Any person who retaliates is subject to immediate disciplinary action up to and including suspension or termination.

Remediation/Discipline/Penalties

Any individual who violates this policy by engaging in bullying will be subject to appropriate action, which may include disciplinary action. Remedial responses to bullying include measures designed to correct the problem behavior, prevent another occurrence of the behavior, and protect the target of the act. Appropriate remedial measures may include, but are not limited to:

- Restitution and restoration;
- Peer support group;
- Corrective instruction or other relevant learning or service experience;
- Changes in class schedule;
- Supportive intervention;
- Behavioral assessment or evaluation;

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- Behavioral management plan, with benchmarks that are closely monitored;
- Student counseling;
- Parent conferences; or
- Student treatment or therapy.

Environmental remediation may include, but is not limited to:

- School and community surveys or other strategies for determining the conditions contributing to the relevant behavior;
- Modification of schedules;
- Adjustment in hallway traffic and other student routes of travel;
- Targeted use of monitors;
- Parent education seminars/workshops;
- Peer support groups.

Disciplinary measures available to school authorities include, but are not limited to the following:

Students: Discipline may range from a reprimand up to and including suspension from school, to be imposed consistent with the Code of Conduct and applicable law.

Employees: Discipline may range from a warning up to and including termination, to be imposed consistent with all applicable contractual and statutory rights.

Volunteers: Penalties may range from a warning up to and including loss of volunteer assignment.

Vendors: Penalties may range from a warning up to and including loss of district business.

Other individuals: Penalties may range from a warning up to and including denial of future access to school property.

Policy Dissemination

NOTE: The following section addresses dissemination of the policy and regulation. This should be customized to reflect the methods used in the district.

Commented [18]: customize to what we do...

All students and employees shall be informed of this policy in student and employee handbooks, on the district website and student registration materials. A poster summarizing the policy shall also be posted in a prominent location at each school.

All employees shall receive information about this policy and regulation at least once a year.

Principals in each school shall be responsible for informing students and staff on a yearly basis of the terms of this policy, including the procedures for filing a complaint and information about the impact of bullying on the target and bystanders.

Commented [19]: confirm details

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Training

Training needs in support of this bullying prevention and intervention program will be reflected in the district's annual professional development plan, new teacher orientation, in curriculum and will be considered in the budget process. The DAC(s), administrative employees and other staff, such as counselors or social workers who have specific responsibilities for investigating and/or resolving complaints of bullying shall receive yearly training to support implementation of this policy, regulation and on related legal developments.

Adoption date:



STUDENT BULLYING AND HARASSMENT COMPLAINT FORM

The purpose of this form is to inform the district of an incident or series of incidents of bullying or harassment so we can investigate and take appropriate steps.

The district prohibits bullying and harassment of students on the basis of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sex, sexual orientation, and gender identity or gender expression.

If the student feels unsafe at school, fill out this form, but we urge you to speak directly with _____ by either visiting room ____ or calling _____ as soon as possible so we can address your concerns.

Student Name: _____ **Student ID:** _____

Grade: _____ **School:** _____

Contact information: _____

1. List the name(s) of the individual(s) accused of bullying and/or harassment (use additional sheets if necessary).

2. Describe the incident(s). Please include when and where it happened. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. I believe the harassment is based on my (check all that apply):

- race ethnic group sex
 color religion sexual orientation
 weight religious practice gender identity or expression
 national origin disability
 other: _____

4. Is the harassment continuing? Yes No

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0115-E

5. Please list the name (if known) of anyone who witnessed the incident or may have information related to your complaint.

The following question is optional, but may help the district's investigation.

6. Have you previously complained about or provided information (verbal or written) about bullying, harassment or discrimination or related incidents to the district? Yes No

If yes, when and to whom did you complain or provide information?

7. If you have retained legal counsel and would like us to work with them, please provide their contact information.

I certify that all statements on this form are accurate and true to the best of my knowledge.

Name

Relationship to student

Signature

Date

Preferred contact method (please select one): phone, email, mail, in person

Please attach any supporting documentation (i.e., copies of emails, notes, photos, etc.).

Return this form to: *(insert applicable name and address of school staff)*

Note on confidentiality:

In order to investigate the complaint, the district will disclose the content of the complaint only to those persons who have a need to know. This form will not be shown to the accused student(s)/staff.

Adoption date:

- Required
- Local
- Notice

HIV/AIDS

NOTE: This policy is similar in nature to the previously adopted version of 5692, Human Immunodeficiency Virus (HIV) Related Illnesses. It has been expanded for clarity and is for consideration of the Board.

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The Board of Education recognizes the public concern over the health issues surrounding Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS). The Board recognizes, based upon the current state of medical knowledge, that the virus associated with AIDS is not easily transmitted and there is no evidence that AIDS or the HIV virus can be transmitted by casual social contact in the open school setting.

The Board further recognizes the privacy rights of students diagnosed with HIV infection or AIDS and their right to a free appropriate public education; the rights of HIV infected employees to privacy and reasonable accommodations; the rights of all non-infected individuals to a safe environment free of any significant risks to their health; and the rights of all students to instruction regarding the nature, transmission, prevention, and treatment of HIV infection, pursuant to the Commissioner's Regulation, Part 135.3.

No individual shall be denied access to any program or activity sponsored by or conducted on the grounds of the district, solely on the basis of his/her status as an HIV-infected individual.

Students

It is the policy of the Board that:

1. A student's education shall not be interrupted or curtailed solely on the basis of his/her HIV status. HIV-infected students shall be afforded the same rights, privileges, and services available to every other student.
2. No student shall be referred to the Committee on Special Education solely on the basis of his/her HIV status. A student who is infected with HIV shall be referred to the Committee on Special Education (CSE) only when the student's disability interferes with his/her ability to benefit from instruction. Such referral shall be made in accordance with Part 200 of Commissioner's Regulations.
3. If a student who is HIV-infected requires special accommodations to enable him/her to continue to attend school, the student shall be referred to the appropriate multi-disciplinary team as required by §504 of the Rehabilitation Act.
4. No disclosure of HIV-related information involving a student shall be made without first obtaining the informed consent of the parent, guardian or student on the Department of Health (DOH) approved form.

Employees

It is the policy of the Board that:

1. No employees shall be prevented from continuing in his/her employment solely on the basis of his/her HIV status; such employees are entitled to all rights, privileges, and services accorded to other employees

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and shall be entitled to reasonable accommodations to the extent that such accommodations enable such individuals to perform their duties.

2. No disciplinary action or other adverse action shall be taken against any employee solely on the basis of his/her status as an HIV infected or a person with AIDS. Such action will only be taken where, even with the provision of reasonable accommodations, the individual is unable to perform his/her duties.
3. All employees shall have access to the district's exposure control plan as required by the federal Office of Safety and Health Association (OSHA).
4. In accordance with OSHA regulations, training in universal precautions and infection control shall be offered to all employees and shall be provided to every employee with potential occupational exposure.

Confidentiality

Any information obtained regarding the HIV status of an individual connected to the school shall not be released to third parties, except to those persons who are:

1. named on an Authorization for Release of Confidential HIV Related Information form;
2. named in a special HIV court order; or
3. as indicated in Public Health Law §2782, when necessary to provide health care to the individual (i.e., to the school physician and the school nurse).

Any employee who breaches the confidentiality of a person who is HIV infected shall be subject to disciplinary action in accordance with applicable law and/or collective bargaining agreement.

To protect the confidentiality of an HIV infected individual, any documents identifying the HIV status of such individuals shall be maintained by the school nurse (or another authorized individual) in a secure file, separate from the individual's regular file. Access to such file shall be granted only to those persons named on the Department of Health approved Authorization for Release of Confidential HIV Related Information form, or through a special HIV court order. When information is disclosed, a statement prohibiting further redisclosure, except when in compliance with the law, must accompany the disclosure.

HIV/AIDS Testing

No school official shall require a student or employee to undergo an HIV antibody test or other HIV-related test. In accordance with OSHA regulations in the event of an incident involving the exposure one individual to a potentially infectious body fluids of another individual, particularly blood or any other fluid which contains visible blood, an HIV test may be requested but NOT required. The request and refusal must be documented.

However, school officials shall not be precluded from requiring a student or employee to undergo a physical examination pursuant to Education Law §§903 and 913, when other illness is suspected (e.g., tuberculosis), as long as no HIV antibody test or other HIV-related test is administered without the individual's informed consent as required by Public Health Law §27-F.

To implement this policy, the Superintendent of Schools is directed to arrange for staff training, to distribute copies of this policy to all employees of the district, and to include it in the district's student handbook, and to establish an advisory council to make recommendations on the development, implementation, and evaluation of HIV/AIDS instruction as a part of comprehensive health education.

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Cross-ref: 5420, Student Health Services
8123, Hygiene Precautions and Procedures

Ref: 29 USC §§794 et seq. (Rehabilitation Act of 1973)
20 USC §§1400 et seq. (Individuals with Disabilities Education Act)
42 U.S.C. §12132, et seq. (Americans with Disabilities Act)
34 CFR Part 104
29 CFR Part 1910.1030
Executive Law §296 (Human Rights Law)
Education Law §§903; 913
Public Health Law, Article 27-F
8 NYCRR §§29.1(g); 135.3; 136.3
**An Implementation Package for HIV/AIDS Policy in New York State School Districts, NYS
HIV/AIDS Prevention Education Program, June 17, 1998**

Adoption date:

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

ACCOUNTABILITY

NOTE: Effective school boards engage in continuous assessment of all conditions affecting education and have in place a number of policies to ensure that such assessment occurs (see, for example, the policies listed in the cross-reference section below). Taken together, these policies form a comprehensive accountability system designed to improve the effectiveness of schools and help keep a district's primary focus on student achievement.

To complete this comprehensive accountability system, the board may wish to consider adopting a separate policy dealing specifically with accountability. The adoption and regular review of such a policy helps to reinforce the board's obligation to the community to monitor and evaluate the district's progress made toward reaching the goals set by the Board.

This policy is new for consideration of the board.

Commented [21]: New policy up for consideration for the BOE

The Board of Education acknowledges that it is directly accountable to the community it has been elected to serve, and is committed to engaging in a continuous assessment of all district conditions affecting education.

The Board recognizes that a comprehensive accountability system is necessary to improve the effectiveness of the district's schools by keeping the primary focus on student achievement and on what can and should be done to improve that achievement.

Consistent with its obligations and commitments, the Board will:

1. Request regular reports on student progress and needs, based on a variety of assessments to evaluate the quality and equity of education in the district, including instruction, services, and facilities.
2. Evaluate the Superintendent's performance in accordance with policy 0320, Evaluation of the Superintendent.
3. Evaluate the Board's performance in accordance with policy 0310, Board Self-Evaluation.
4. Evaluate progress toward the achievement of district long- and short-term goals and ensure that board policies and resources effectively support the district vision.
5. Provide appropriate staff and board training opportunities.
6. Fulfill governance responsibilities as required by state and federal law.

NOTE: The list of specific actions the Board will take to ensure accountability should be modified as necessary to reflect the Board's actual practice. The items listed above simply reflect basic measures all boards should take to fulfill their governance responsibilities.

Commented [22]: List above can be customized

The Board acknowledges that publicizing the district's progress and performance is important to maintaining the community's trust and support. The Board is committed to keeping the public aware of such progress and performance on a regular basis.

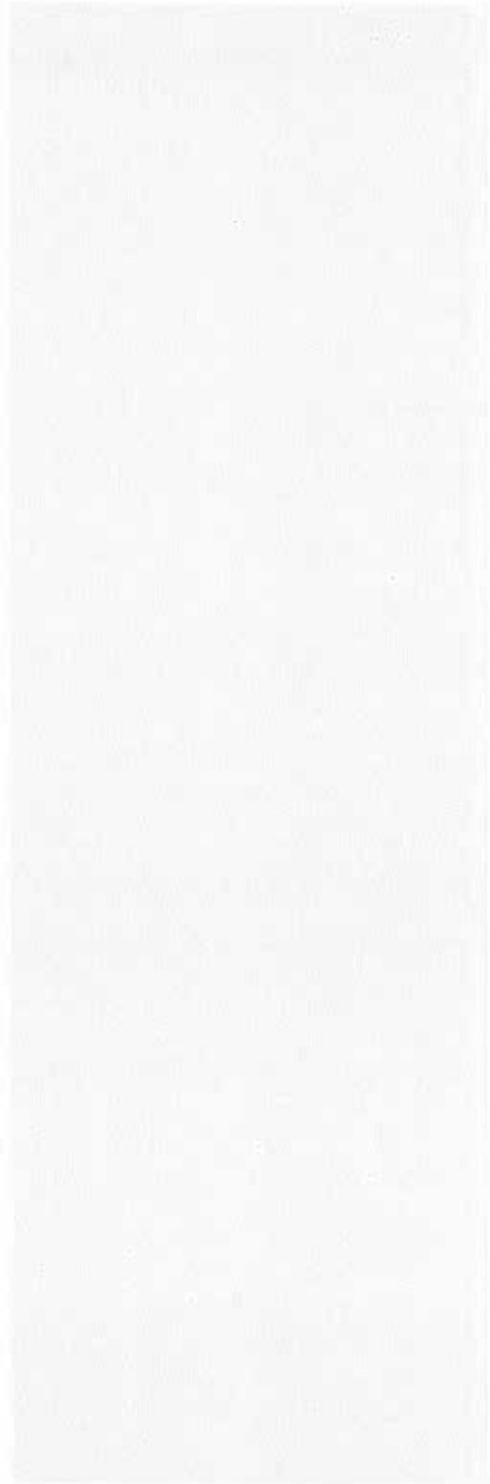
NOTE: The Board may wish to expand the last paragraph to include the specific means by which it will keep the public aware of the district's progress, such as through a district newsletter or website.

Commented [23]: Consider adding district newsletter, website, etc.

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Cross-ref: 0000, Mission Statement and Vision
0310, Board Self-Evaluation
0320, Evaluation of the Superintendent
1000, Community Relations Goals
4000, Student Learning Standards and Instructional Guidelines

Adoption date:



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

BOARD SELF-EVALUATION

NOTE: School boards need to engage in regular self-evaluations to improve performance and to ensure they continue to exercise the most effective leadership possible. Only through careful, honest, open appraisal can a board hope to improve its performance. Adopting a policy acknowledging the need for the Board to evaluate itself, helps the community to know that the Board understands the nature of its function and strives to improve its performance. Additional benefits of regular self-evaluation include:

- 1. Enhanced credibility—A school board's participation in self-evaluation demonstrates its willingness to meet the same accountability tests it demands of others.*
- 2. Improve performance—A program of self-evaluation provides the opportunity for a well-deserved "pat on the back" for tasks done well, and by identifying weaknesses, it provides the motive and direction for improvement.*
- 3. Job description creation—The organizing and goal and standard setting required in constructing the necessary evaluation procedures and instrument provides a detailed job description for new members and helps in their orientation.*
- 4. Improved goal setting—In specifying those areas in which performance is not as good as it could be, board members have a sound starting point for formulating goals for subsequent years.*
- 5. Keeping better informed—Annual self-evaluations keep the public informed as to how the board perceives its own performance. Ideally, the process of evaluation also promotes harmony and good working relationships among board members.*

This policy is new for consideration of the Board.

Commented [24]: New Policy up for consideration

The Board of Education is committed to the continuous improvement of the district and its own functioning. Accordingly, the members of the Board shall conduct an evaluation [specify time period, typically annually] to determine the degree to which they are meeting their responsibilities as Board members and the needs of their educational community.

Commented [25]: I would suggest winter January/February

NOTE: Formal evaluation should occur at least once a year. Many boards have found that the best time to conduct the evaluation is after new members have had sufficient time to become knowledgeable about board responsibilities and procedures. The most important thing, however, is that the board set aside a specific time in advance of the evaluation. Otherwise, it is far too easy to forgo evaluation entirely.

This self-evaluation shall be positive, frank and honest, and shall focus on evaluating the Board as a whole, not as individuals. The self-evaluation shall be based on the goals the Board sets for itself, not on goals it sets for the entire district. The results of the evaluation shall be used to establish priorities for action and specific goals and objectives to strengthen the operation of the Board.

The Board shall use a [specify type of evaluation instrument] self-evaluation instrument.

Commented [26]: An annual questionnaire to be completed individually about the evaluation of the board as a whole not as individual trustees

NOTE: There are several types of self-evaluation instruments available to boards. Informal means of self-assessment include assessing comments and criticisms from constituents or examining the minutes of board meetings to see how much attention the Board devotes to that which it deems most important.

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Perhaps the most popular self-evaluation technique is the questionnaire. A questionnaire can make the evaluation process more manageable by listing the criteria against which the Board will appraise its own performance. Questionnaires can be designed to measure both board "process" and board "product." "Process" evaluation deals with how the Board operates. "Product" evaluation deals with the results a board obtains as an outgrowth of setting goals. If the Board would like sample evaluation instruments, please contact us.

Adoption date:

Commented [27]: NYSSBA Can offer other suggestions.

- Required
- Local
- Notice

EVALUATION OF THE SUPERINTENDENT

The Board of Education recognizes that student achievement, district progress and community satisfaction with the schools are all in large part affected by the superintendent's performance. The Board also recognizes the superintendent cannot function effectively without periodic feedback on performance, and is committed to ensuring that the superintendent is evaluated annually as required by Commissioner's regulations.

The purposes of the evaluation shall be to:

1. Gauge the district's progress toward the goals the Board has charged the superintendent to accomplish.
2. Provide a basis for assessing the strengths and weaknesses of the Board and the superintendent and to aid in the professional development of both parties.
3. Strengthen the working relationship between the Board and the superintendent.
4. Provide a basis for commending, rewarding and reinforcing good work.

The evaluation shall focus on the goals the Board sets for the superintendent each year as well as the duties and competencies specified in the superintendent's job description.

The procedures the Board uses for evaluating the superintendent shall be filed in the district office and available for review by any individual no later than September 10th of each year.

Cross-ref: 3120, Duties of the Superintendent

Ref: 8 NYCRR §100.2(o)(1)(6) (Performance review of superintendent)

Adoption date:

Commented [28]: The previously adopted policy had August first of each year here. The latest deadline is September 10th, which the Board may wish to adopt.

West Islip Public Schools

1000

- Required
- Local
- Notice

COMMUNITY RELATIONS GOALS

The Board of Education strives to conduct district affairs by way of a continuing, open dialogue between the community and the schools. Given district residents' high level of interest in the education of children, the Board wishes to maintain its high level of sensitivity to the needs and desires of the community and to act expeditiously to meet changing needs and conditions.

To this end, the Board establishes the following goals for community involvement:

1. provide a variety of means whereby residents of the school district may have the opportunity to contribute their best thinking to the orderly planning of education for children in the district;
2. keep the community accurately informed about its schools;
3. understand community attitudes and aspirations for the schools;
4. encourage contributions from the parent-teacher associations of the district so that school personnel and parents cooperate to advance the educational welfare of the children;
5. handle all complaints from the public by the administrative officer in charge of the unit of the school district organization closest to the complainant. However, such complaints may be carried to the Superintendent of Schools and/or the Board if the problem cannot be solved at that level;
6. promote a spirit of cooperation among the Board, the schools, and the community;
7. develop and maintain the confidence of the community in the Board and the school district staff;
8. expand the public understanding of every aspect of the school system, and stimulate public interest in the school;
9. facilitate dissemination of information to the community concerning issues and activities in the school using not only traditional modes of communication, such as a district newsletter, but also current modes of communication such as the District's website and social networking sites;
10. ascertain the community's opinions and desires with respect to the operations of the school system, and to incorporate that knowledge into its actions;
11. build relationships with local businesses, local government, health care, social service, civic and community organizations to share resources in order to meet the academic, social and emotional needs of all of our students; and
12. develop and maintain an effective means of communication with the people of the district.

Notwithstanding the above, the final decisions in these areas will rest with the Board.

Adoption date:

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

ANNUAL DISTRICT ELECTION AND BUDGET VOTE

The district shall hold an annual election and budget vote at which the district's authorized voters will elect members of the Board of Education and vote on the district budget for the coming school year. The annual district election and budget vote will be held on the third Tuesday in May, unless, due to a conflict with religious observance, the Board requests that the Commissioner approve changing the election date to the second Tuesday in May. The request is due to the Commissioner by March 1st.

The District Clerk shall publish a notice of the time and place of the annual election and budget vote at least four times within the seven weeks prior to the election, in two newspapers having general circulation within the district. The first publication of the notice shall be at least 45 days prior to the election. The notice shall also contain notice of any other matter required by law.

Copies of the budget to be voted upon at the annual election and budget vote will be available upon request in each district school building, at the school district offices, and at any public library or free association library within the district, for district residents at the time of the annual election and budget vote and the 14 days preceding (other than Saturday, Sunday and holidays), as well as on the school district's internet website.

The Board shall appoint assistant clerks and election inspectors necessary for the annual election and budget vote at a Board meeting held before the annual election and budget vote.

Questions and Propositions

The Board has the authority, under the Education Law, to adopt reasonable rules and regulations concerning the submission of petitions to the Board to place propositions on the ballot which may amend the budget. Pursuant to those provisions, the Board establishes the following guidelines:

1. Unless otherwise provided by the Education Law, petitions for the submission of a proposition must contain a minimum of twenty-five (25) signatures of qualified voters of the district or two (2) percent of the number of voters who voted in the previous annual election of the members of the Board of Education, whichever is greater.
2. Petitions must be filed with the District Clerk at least 30 days prior to the annual election, except for petitions relating to a proposition which must be included in the notice of the annual election (e.g., changing the number of board members). Such petitions must be submitted 60 days in advance of the annual election to facilitate the preparation and printing of the ballots.
3. Propositions must include the specific appropriations necessary for the purposes listed.
4. Wording of a petition must comply with legal requirements. If the wording does not comply, it may be changed or altered by the Board, or the Board may reject a petition for failure to comply.
5. A separate petition shall be required for each question or proposition;
6. Questions or propositions submitted in accordance with these rules and accepted will be printed on the ballot for the voting machine.

Propositions received in accordance with these specifications will be placed on the ballot as amendments and will be voted upon by the voters in the same manner as the proposed budget, except that the Board shall not be required to place any proposition on the ballot which is within the exclusive province of the Board, or

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otherwise forbidden by law. No proposition involving the budget may be submitted to the voters more than twice within a twelve month period.

The Board may also, on its own motion, submit propositions.

Improper Advocacy

The district may provide informational material to the voters concerning budgets, propositions, or other matters before the electorate. However, school district funds and resources may not be used to exhort voters to support a particular position. For example, the district will not engage in activities including, but not limited to, sending flyers supporting the budget home with students, providing mailing labels for materials supporting a proposition or using the district e-mail to deliver promotional material for candidates.

Ref: Education Law §§416(3); 1608(2); 1716(2) 1804(4); 1906(1); 2002(1); 2003(1)(2); 2004(1)-(7); 2009; 2021;2022(1), (4)-(5); 2035(2); 2601-a(2)

General Construction Law §60

Matter of Hebel, 34 EDR 319 (1994)

Matter of Martin, 32 EDR 567 (1993)

Matter of Como, 30 EDR 214 (1990)

Adoption date:

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

SCHOOL DISTRICT RECORDS

It is the policy of the Board of Education to inform members of the public about the administration and operation of the public schools in accordance with the Freedom of Information Law of the State of New York.

The Superintendent of Schools shall develop regulations ensuring compliance with the Freedom of Information Law and setting forth the procedures to be followed to obtain access to district records, and submit such regulations to the Board for approval. Such regulations shall address ensuring applicable confidentiality and security of district information. The Superintendent shall designate, with Board approval, a Records Access and Records Management Officer, pursuant to law.

Retention and Destruction of Records

The Board hereby adopts the Records Retention and Disposition Schedule LGS-1 issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, which contains the legal minimum retention periods for district records. In accordance with Article 57-A, the district will dispose of only those records described in the schedule after they have met the minimum retention periods set forth in the schedule. The district will dispose of only those records that do not have sufficient administrative, fiscal, legal or historical value to merit retention beyond the established legal minimum periods.

The manner of destruction will be determined by the format of the record (i.e., paper, digital, etc.). In addition, destruction will be appropriately documented.

Litigation-Hold

The Superintendent will establish procedures in the event that the school district is served with legal papers. The Superintendent will communicate with applicable parties, including the school attorney and the records management official, to ensure that, when appropriate, a litigation-hold is properly implemented. The litigation-hold is intended to prevent the destruction or disposal of records that may need to be produced as part of discovery. It is the intention of the Board of Education to comply with applicable rules and regulations regarding the production of necessary documents, data, files, etc. The Board directs the Superintendent to institute such procedures to implement this policy.

NOTE: The following paragraph addresses the issue of communicating to staff their responsibility with regard to records retention. It is best practice to have department-specific guidance, such as schedules for the business office, the transportation department, special education, etc. If all record management is done centrally then the following paragraph may not be necessary, or perhaps the language should be changed to reflect how the system is managed in the district and whether there is a need for staff guidance in this area.

The Superintendent or his/her designee, with assistance from the Records Management Officer, shall be responsible for developing and disseminating department-specific retention schedules and guidance to staff, as necessary, to ensure adherence to this policy.

Cross-ref: 8630, Computer Resources and Data Management

Commented [1]: Question for Patrick and Cabinet
Are there schedules for record management

West Islip Public Schools

Ref: Public Officers Law §84 *et seq* (Freedom of Information Law)

Education Law §2116

Arts and Cultural Affairs Law §57.11

Local Government Records Law, Article 57-A

Federal Rules of Civil Procedure, 16, 26

8 NYCRR 185.15 (8 NYCRR Appendix L) – Records Retention and Disposition Schedule LGS-1 for
New York Local Government Records

Adoption date:



SCHOOL DISTRICT RECORDS REGULATION

The following comprises the rules and regulations relating to the inspection and production of school district records:

I. Designation of Officers

1. The Records Access Officer shall be a confidential assistant . He/She shall:

- receive requests for records of the Board of Education and make such records available for inspection or copying when such requests are granted;
- ensure that district information that is not permitted to be released is not released (see section IV. Records Exempted from Public Access, below); and
- compile and maintain a detailed current list by subject matter, of all records in the possession of the Board, whether or not available to the public.

NOTE: We suggest that the Records Management Officer have a role in maintaining information security.

2. The Superintendent of Schools, with the Board's approval, shall designate a Records Management Officer for the district. The Records Management Officer will develop and oversee a program for the orderly and efficient management of district records, including maintenance of information security as it pertains to release of district records. The Records Management Officer shall ensure proper documentation of the destruction of records, in accordance with the schedule.

II. Definition of Records

1. A record is defined as any information kept, held, filed, produced or reproduced by, with or for the district in any physical form whatsoever, including but not limited to reports, statements, examinations, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or disks, rules, regulations or codes.
2. The Records Access Officer will have the responsibility for compiling and maintaining the following records:
 - a. a record of the final vote of each member of the Board on any proceeding or matter on which the member votes;
 - b. a record setting forth the name, school or office address, title and salary of every officer or employee of the district; and a reasonably detailed current list by subject matter of all records in possession of the district, whether or not available for public inspection and copying.
3. No record for which there is a pending request for access may be destroyed. However, nothing in these regulations shall require the district to prepare any record not possessed or maintained by it except the records specified in II(2), above.

III. Access to Records

1. Time and place records may be inspected: Records may be requested from, and inspected or copied at, the Office of the Records Access Officer, at District Office during the hours of 8 am and 3 pm on any business day on which the district offices are open. Records may also be requested via e-mail at the following address: e.davis@wi.k12.ny.us, Records Access Officer, West Islip UFSD, 100 Sherman Ave, West Islip, NY 11795. This information shall be posted on the district's website.

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2. Fees: The fee for documents up to 9 x 14 inches is 25 cents per page. For documents larger than 9 x 14 inches, tape or cassette records, or computer printouts, the cost will be based on the cost of reproduction or program utilized. Fees are subject to periodic review and change. However, no fee shall be charged for records sent via email, the search for or inspection of records, certification of documents, or copies of documents which have been printed or reproduced for distribution to the public. The number of such copies given to any one organization or individual may be limited, in the discretion of the Records Access Officer.
3. Procedures: Requests to inspect or secure copies of records shall be submitted in writing, either in person, by mail or via email, to the Records Access Officer. [Forms are provided (1120-E.1-2) for written and e-mail requests, but are not required.]
4. All requests for information shall be responded to within five business days of receipt of the request. If the request cannot be fulfilled within five business days, the Records Access Officer shall acknowledge receipt of the request and provide the approximate date when the request will be granted or denied.
5. If a request cannot be granted within 20 business days from the date of acknowledgement of the request, the district must state in writing both the reason the request cannot be granted within 20 business days, and a date certain within a reasonable period when it will be granted depending on the circumstances of the request.
6. Denial of Access: When a request for access to a public record is denied, the Records Access Officer shall indicate in writing the reasons for such denial, and the right to appeal.
7. Appeal: An applicant denied access to a public record may file an appeal by delivering a copy of the request and a copy of the denial to the Superintendent within 30 days after the denial from which such appeal is taken.
8. The applicant and the New York State Committee on Open Government will be informed of the Superintendent's determination in writing within 10 business days of receipt of an appeal. The Superintendent shall transmit to the Committee on Open Government photocopies of all appeals and determinations.

IV. Records Exempted from Public Access

The provisions of this regulation relating to information available for public inspection and copying shall not apply to records that:

1. are specifically exempted from disclosure by state and/or federal statute;
2. if disclosed would constitute an unwarranted invasion of personal privacy;
3. if disclosed would impair present or imminent contract awards or collective bargaining negotiations;
4. are confidentially disclosed to the Board and compiled and maintained for the regulation of commercial enterprise, including trade secrets, or for the grant or review of a license;
5. are compiled for law enforcement purposes and which, if disclosed, would:
 - a. interfere with law enforcement investigations or judicial proceedings;
 - b. deprive a person of a right to a fair trial or impartial adjudication;
 - c. identify a confidential source or disclose confidential techniques or procedures, except routine techniques or procedures; or
 - d. reveal criminal investigative techniques or procedures, except routine techniques and procedures;
6. records which if disclosed would endanger the life or safety of any person;
7. records which are interagency or intra-agency communications, except to the extent that such materials consist of:
 - a. statistical or factual tabulations or data;
 - b. instructions to staff which affect the public;
 - c. final Board policy determinations; or
 - d. external audits, including but not limited to audits performed by the comptroller and the federal government;

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- e. records which are examination questions or answers that are requested prior to the final administration of such questions;
- 8. records which if disclosed would jeopardize the district's capacity to guarantee the security of its information technology assets (which encompasses both the system and the infrastructure).

V. V. Prevention of Unwarranted Invasion of Privacy

To prevent an unwarranted invasion of personal privacy, the Records Access Officer may delete identifying details when records are made available. An unwarranted invasion of personal privacy includes but shall not be limited to:

1. disclosure of confidential personal matters reported to the Board which are not relevant or essential to the ordinary work of the Board;
2. disclosure of employment, medical or credit histories or personal references of applicants for employment, unless the applicant has provided a written release permitting such disclosures;
3. sale or release of lists of names and addresses in the possession of the Board if such lists would be used for private, commercial or fund-raising purposes;
4. disclosure of information of a personal nature when disclosure would result in economic or personal hardship to the subject party and such records are not relevant or essential to the ordinary work of the Board; or
5. disclosure of items involving the medical or personal records of a client or patient in a hospital or medical facility.

Unless otherwise deniable, disclosure shall not be construed to constitute an unwarranted invasion of privacy when identifying details are deleted, when the person to whom records pertain consents in writing to disclosure, or when upon representing reasonable proof of identity, a person seeks access to records pertaining to him or her.

VI. Listing of Records

Pursuant to Section 87(3)(c) of the Public Officers Law, the current records retention schedule for school districts, published by the Commissioner of Education, shall serve as the list by subject matter of all records in the possession of the school district, whether or not available under the law. The Superintendent or his/her designee, in consultation with the Records Management Officer, shall develop and disseminate department-specific guidance so that staff can implement this policy and regulation.

VII. Litigation-Hold

The Superintendent will designate a "discovery" team, comprised of the school attorney, [insert appropriate title for the director of information systems for the school district], the Records Access and Records Management Officer and other personnel as needed.

The discovery team will convene in the event that litigation is commenced to plan to respond to the request for records. The Superintendent, with assistance from the Chief Information Officer, will ensure that measures are put in place to preserve applicable records.

Adoption date:

APPLICATION FOR PUBLIC ACCESS TO RECORDS
(Via Mail or E-Mail)

~~NOTE: This form was created by the Committee on Open Government as a model for public agencies, including school districts. NYSSBA has made some adjustments to cover both mail and e-mail requests. The COOG recommends that agencies post this notice on its website.~~

~~Please note that persons requesting district records may be urged, but may not be required, to use the district's form. The Board may also edit the form to reflect the specific requirements of the district.~~

[Note to the public {for use on district website}: This form's language is optional but may enhance your use of the Freedom of Information Law. You may choose to utilize certain portions that are most applicable to your request. You may cut and paste the entire form into a new e-mail, read all provisions, and delete and/or modify those that do not apply. The subject line of your request should be "FOIL Request".]

West Islip UFSD
% Records Management Officer
100 Sherman Ave
West Islip, NY 11795

e.davis@wi.k12.ny.us

Dear Records Access Officer:

1. Please e-mail/mail the following records if possible [include as much detail about the record as possible, such as relevant dates, names, descriptions, etc.]:
2. Please inform me of the appropriate time during normal business hours for inspecting the following records prior to obtaining copies [include as much detail about the records as possible, including relevant dates, names, descriptions, etc.]:
3. Please inform me of the cost of providing paper copies of the following records [include as much detail about the records as possible, including relevant dates, names, descriptions, etc.].
4. If all the requested records cannot be e-mailed/mailed to me, please inform me by e-mail/mail of the portions that can be e-mailed/mailed and advise me of the cost for reproducing the remainder of the records requested (\$0.25 per page or actual cost of reproduction).
5. If the requested records cannot be e-mailed/mailed to me due to the volume of records identified in response to my request, please advise me of the actual cost of copying all records onto a CD or floppy disk.
6. If my request is too broad or does not reasonably describe the records, please contact me via e-mail/mail so that I may clarify my request, and when appropriate inform me of the manner in which records are filed, retrieved or generated. If it is necessary to modify my request, and an e-mail/mail response is not preferred, please contact me at the following telephone number: _____.

If for any reason any portion of my request is denied, please inform me of the reasons for the denial in writing and provide the name, address and email address of the person or body to whom an appeal should be directed.

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Name: _____

Address [if records are to be mailed]: _____

Adoption date:



AGENCY RESPONSE TO REQUEST FOR RECORDS

NOTE: This form was created by the Committee on Open Government (COOG) as a model for public agencies, including school districts. The COOG recommends that an agency establish one e-mail address for receipt of e-mail requests for records.

The COOG notes that "The form language that follows is optional and may be modified. You may choose to utilize certain portions that are most applicable to your response. It is recommended that you cut and paste the entire form, review all provisions, and delete those that do not apply when responding to a request."

Dear Applicant for Records:

We received your request for records pursuant to the Freedom of Information Law on [fill in date received, or next business date received, if received after normal business hours]: _____.

NOTE: For each records request, choose the appropriate response(s) from items 1-6 below and fill in the necessary information (see blanks and bracketed text).

1. Attached are electronic copies/paper copies of the records that you requested.
2. The records that you have requested to inspect will be made available for inspection on [insert date] _____ at [insert time] _____. After inspecting the records, you may request copies of selected pages, which we will provide to you on or about [insert date] _____. If paper copies are required, payment of a fee of \$.25 per photocopy will be charged.
3. The records requested cannot be located with reasonable effort and your request does not reasonably describe records in the possession of this agency. [Indicate information necessary to locate records or the manner in which records are filed, retrieved or generated by the agency in order for the applicant to clarify the request.]
4. This agency does not maintain or possess the records you have requested. [When possible, indicate to whom the request should be directed.]
5. The records sought can not be found after a diligent search.
6. This agency has determined that portions of your request can be denied based on the following [provide reason based on one or more exceptions appearing in §87(2) of the Freedom of Information Law]:
Accordingly, your request for records is granted in part and denied in part, and

NOTE: Choose one of the following two paragraphs, as appropriate.

- the requested records are attached. Certain portions have been redacted, and/or certain records have not been provided to you based on the explanation above.
- the records are not available electronically. Please remit \$ _____. Copies will be provided to you on or about _____.

You have 30 days from receipt of a denial of access to records or portions thereof to appeal to:

Name: Paul Romanelli
Title: Superintendent of Schools
Address: 100 Sherman Ave, West Islip, NY 11795
E-mail Address: W1.OfficeofSuperintendent@wi.k12.ny.us

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7. This agency has determined that the records that you requested are not required to be made available to the public based on the following [provide reason based on one or more exceptions appearing in §87(2) of the Freedom of Information Law]:

Accordingly, your request is denied.

You have 30 days from receipt of a denial of access to records to appeal to:

Name: Paul Romanelli
Title: Superintendent of Schools
Address: 100 Sherman Ave, West Islip, NY 11795
E-mail Address: WI.OfficeofSuperintendent@wi.k12.ny.us

8. This agency has determined that it is unable to respond to your request at this time. Accordingly, on or before [insert date within the next 20 business days] _____, we will grant and/or deny access in whole or in part.
9. This agency has determined that it is unable to respond to your request in full within the next twenty business days for the following reasons [provide explanation as required by the Freedom of Information Law, §89(3)]: Accordingly, on or before [insert date] _____, we will provide and/or deny access in whole or in part. Please advise by reply e-mail if you would prefer that records be made available on a piecemeal basis if it is feasible to do so.
10. Because the records you have requested include a list of names and residence addresses, disclosure may constitute an unwarranted invasion of personal privacy pursuant to §89(2)(b)(iii) of the Freedom of Information Law. If you maintain that such records are not sought for commercial or fund-raising purposes, as a condition precedent to disclosure, please prepare the following statement on a separate sheet of paper, sign it, and mail it to the address indicated below.

I [insert name] _____ certify that the requested list of names and addresses will not be used for commercial or fund-raising purposes.

[Signature]

Name: Paul Romanelli
Title: Superintendent of Schools
Address: 100 Sherman Ave, West Islip, NY
E-mail Address: WI.OfficeofSuperintendent@wi.k12.ny.us

11. Because the records you have requested pertain to yourself, but if released to the public would constitute an unwarranted invasion of your privacy, as a condition precedent to disclosure, please prepare the following statement on a separate sheet of paper, sign it, and mail it to the address indicated below, along with copy of your valid driver license or other acceptable form of identification.

I certify that my name is [insert name] _____, that I reside at [insert address] _____, and that I have attached a copy of my valid driver license or equivalent identification and that the requested records pertain to me.

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[Signature]

NOTE: NYSSBA recommends that you include a mechanism for acknowledgement of receipt of the records, or receipt of the district's response. In the case of an e-mail the district may accomplish this by including an automatic return receipt. In the case of regular mail, the district can include an acknowledgement as part of the form and request that the individual mail it back in.

Adoption date:

- () Required
 (X) Local
 () Notice

MEDIA RELATIONS

The Board of Education invites and welcomes the active participation of all forms of mass media, print and electronic, in educating the public and improving education within the district and the wider community. The Board and Superintendent will make every reasonable effort to cooperate with the media by providing accurate information about district operations, to the extent permissible by statute and regulation.

NOTE: Typically, the Board President and Superintendent have been named as spokespersons for the Board and district, respectively.

The Board President is designated as the spokesperson for the Board when the Board is making a statement on an issue. If the Board wishes to clarify further, the following optional language may be added: No other member of the Board individually will speak for, or in the name of, the Board unless by explicit direction of the Board. Board members should emphasize to the media when asked to speak as a Board member that they can only speak as private citizens unless they have been empowered by the Board to speak for it.

The Superintendent of Schools is designated as the spokesperson for the district.

All staff intending to release information to the media should first notify the Superintendent. The Superintendent of Schools shall establish all necessary procedures to govern day-to-day interactions between the schools and the news media.

NOTE: If the Board wishes to establish a policy on blogs and/or social networking sites, this policy offers an opportunity to do so. In some areas of the state, and across the country, Superintendents (and Board members) are blogging as another mechanism for communicating with the public. Many districts are also using Facebook and Twitter as a tool of communication with the community. If the Board wants to offer guidance with regard to this, NYSSBA offers the following or we can help craft language. NYSSBA is not making a recommendation at this time, but is raising the issue for consideration.

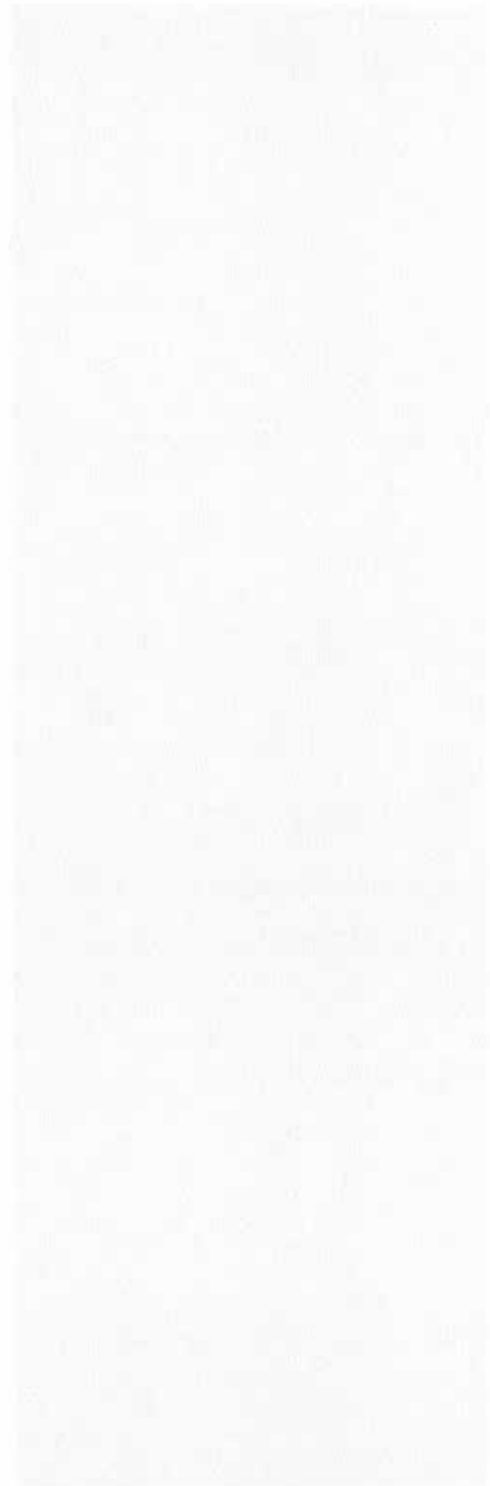
~~If the Board wishes to address blogs and/or social networking, consider the following:~~ The Board and the Superintendent agree that a blog (short for weblog), which is a log posted on the World Wide Web which may be accessed from the district's homepage, and a presence on social media sites can be beneficial mechanisms for communicating with the community. All postings to the blog and social media sites will be treated with the same care and consideration as any other communication which the Superintendent or his/her designee generates on behalf of the district. Postings will adhere to the standards set in the Board's "acceptable use of computers" policy.

If Board members choose to blog on their own or if the member maintains a social networking presence, the Board member must ensure that is clear that the postings do not represent the Board as a whole.

Cross-ref: 4526, Computer Use in Instruction
 8630, Computer Resources and Data Management

Ref: Arts and Cultural Affairs Law §61.09

West Islip Public Schools
Adoption date:



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

PUBLIC PARTICIPATION AT BOARD MEETINGS

The Board of Education encourages public participation on school related matters at Board meetings, as outlined in this policy. To allow for public participation, a period not to exceed 30 minutes shall be set aside during the first part of each Board meeting for public comment, with priority given to comments on items on the meeting's agenda. A second 30-minute time period will be set aside at the end of each Board meeting for public comment on matters pertaining to the district but not on the agenda. These periods may be extended by a majority vote of the Board.

Persons wishing to address the Board shall advise the District Clerk by filling out a speaker card within a reasonable time prior to the start of the public comment period of the meeting. The request shall be made in writing on a form provided by the district. To maintain a first come, first served process, the district may request the name of the speaker. For purposes of following up with speakers later, the district may request the speaker's address, telephone number, or email address. To limit comments to matters which may be properly discussed in public session, the district shall request a brief description of the topic to be addressed. Any group or organization wishing to address the Board must identify a single spokesperson.

Presentation should be as brief as possible. No speaker will be permitted to speak for longer than three (3) minutes. Speakers may comment on (1) any matter related to district business; (2) any agenda item; or (3) matters related to agenda items specifically or district matters generally, depending on the public participation section.

Public Participation Log

Any topic discussed during the public participation portion of a Board of Education meeting will be recorded by the District Clerk in a log. Such a log will be maintained for the Board and administration for appropriate future Board action and/or administrative follow-up.

This log will be maintained on a cumulative, annual basis, and monthly updates will be forwarded to Board members. Reference to the existence of this log will be contained in the minutes of the meeting of the Board.

NOTE: The Board may, by policy, limit the time for a person to speak (Matter of Kramer, 72 St. Dept. Rep. 114 (1951)). The Commissioner has ruled that a school board does not need to permit non-residents to speak at public board meetings, even where the Board has a policy of permitting residents to speak (Matter of Martin, 32 Educ. Dep't Rep. 381 (1992)). However, the State Committee on Open Government has indicated that such a practice would violate the Open Meetings Law. The Committee agrees with the Commissioner that school boards are not required to allow members of the public to speak at board meetings in the first place, but cautions that if a school board permits public participation, it may not discriminate between residents and non-residents (NYS Department of State, Committee on Open Government, OML AO #2696, January 8, 1997 and OML AO #2727, February 27, 1997). This policy does not include a restriction on comments to district residents. If the Board wishes to do so, it should consult with its school attorney. This could have the effect of prohibiting comments from, for example, district staff, district business owners, district property owners, parents of non-resident students, and future district residents.

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The Board will not permit in public session discussion involving individual district personnel or students. Persons wishing to discuss matters involving individual district personnel or students should present their comments and/or concerns to the Superintendent during regular business hours.

All speakers are to conduct themselves in a civil manner. Obscene language, libelous statements, threats of violence, statements advocating racial, religious, or other forms of prejudice will not be tolerated.

Persons making presentations at a Board meeting will address remarks to the President and may direct questions or comments to Board members or other district officials only upon the approval of the President. Board members and the Superintendent shall have the privilege of asking questions of any person who addresses the Board.

Questions and comments from the public concerning matters which are not on the agenda will be taken under consideration and referred to the Superintendent for appropriate action. Persons wishing to have matters included on the agenda shall contact the Superintendent in accordance with Policy 2342, Agenda Preparation and Dissemination.

The President shall be responsible for the orderly conduct of the meeting and shall rule on such matters as the time to be allowed for public discussion and the appropriateness of the subject being presented, as outlined in this policy and applicable provisions of law and regulation, and subject to the Board's parliamentary procedure. The President shall have the right to discontinue any presentation which violates this policy.

~~NOTE: Once a policy on public participation at Board meetings is adopted, many Boards of Education routinely provide this information in a brochure available to the public attending Board meetings. In addition, the President of the Board often reviews the general rules related to public comment prior to the beginning of public participation.~~

Cross-ref: 2342, Agenda Preparation and Dissemination

Ref: *Appeal of Kushner*, 49 EDR 263 (2010) (boards not required to allow the public to speak)
Matter of Martin, 32 EDR 381 (1992) (boards need not permit nonresidents to speak)
Appeal of Wittneben, 31 EDR 375 (1992) (boards encouraged to permit citizens to speak)
Matter of Kramer, 72 St. Dept. Rep. 114 (1951) (boards may put time limits on public speaking)
NYS Department of State, Committee on Open Government, Advisory Opinions OML-AO-#2696 (Jan. 8, 1997), OML-AO-#2717 (Feb. 27, 1997), OML-AO-#3295 (Apr. 16, 2001), OML-AO-#3518 (Aug. 30, 2002), OML-AO-#4141 (Feb. 24, 2006), OML-AO-#4044 (Sept. 30, 2005), OML-AO-#4292 (Dec. 6, 2006)

Adoption date:

Commented [2]: BOE Brochure about Opens Meetings Law, Committee On Open Govt., Roberts Rules, Public Comment Rules

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

PUBLIC COMPLAINTS

Complaints by citizens regarding any facet of the school operation often can be handled more satisfactorily by the administrative officer in charge of the unit closest to the source of the complaint. In most instances, therefore, complaints will be made to the building principal and/or his/her assistant if the matter cannot be resolved by the teacher, coach, or other school employee.

If the complaint and related concerns are not resolved at this level to the satisfaction of the complainant, the complaint may be carried to the Superintendent and/or one of his/her assistants. Unresolved complaints at the building level must be reported to the Superintendent by the building principal. The Superintendent may require the statement of the complainant in writing.

If the complaint and related concerns are not resolved at the Superintendent level to the satisfaction of the complainant, the complaint may be carried to the Board of Education. Unresolved complaints at the Superintendent level must be reported to the Board of Education by the Superintendent. The Board of Education reserves the right to require prior written reports from appropriate parties.

Complaints Regarding Title I of the ESEA or Academic Intervention Services

Commented [3]: This portion is new.

Any person or entity representative alleging the district has not upheld its responsibilities under Title I of the Elementary and Secondary Education Act (ESEA), as well as the district's responsibilities for Academic Intervention Services under the Commissioner's regulations section 100.2(ee), may submit a complaint in writing to the Superintendent. After 30 days, any decision of the Superintendent which is unsatisfactory to the complainant, or the district's lack of a response to the complaint, may be appealed to the State Education Department (SED).

All such complaints to SED must, as outlined by SED (see the following website: <http://www.p12.nysed.gov/accountability/TI/complaintappeals.htm>):

1. Be submitted in writing to New York State Education Department, Title I School & Community Services Office, Room 320 EB, 89 Washington Avenue, Albany, NY 12234;
2. Be signed by the person or agency representative filing the complaint;
3. Specify the requirement of law or regulation being violated and the related issue, problem, and/or the concern;
4. Contain information/evidence supporting the complaint;
5. State the nature of the corrective action desired;
6. Contain a copy of the original signed complaint; and
7. Contain a copy of the district's response to the original complaint, or a statement that the district failed to respond or resolve the issue within 30 business days.

The district shall disseminate this complaint procedure to parents of students in Title I funded programs, as well as school officials at nonpublic schools for which the district administers or implements Title I funds or programs.

West Islip Public Schools

Ref: 20 USC §7844 (ESEA)
34 CFR §§299.10 – 299.12 [299.11(d) – LEAs must disseminate, free of charge, adequate information about the complaint procedures to parents of students, and appropriate private school officials or representatives.]
8 NYCRR §100.2(ee) (Academic Intervention Services)

Adoption date:

West Islip Public Schools
1420

() Required
(X) Local
(X) Notice

COMPLAINTS ABOUT CURRICULA OR INSTRUCTIONAL MATERIALS

The Board of Education recognizes students' rights of free access to many different types of books, media, and instructional materials and the right of teachers and administrators to recommend books and other materials for selection by the Board in accord with current trends in education, and to make them available in the schools.

The Board's aim is to provide materials that present all points of view concerning the problems and issues of our times; international, national and local. Books and other reading material shall be chosen for values of interest and enlightenment of all students in the community. A book shall not be excluded because of the race, nationality, political or religious views of its author or its style and language. Books and other reading materials of such factual authority shall not be precluded from nor removed from the library or classrooms because of partisan or doctrinal approval or disapproval.

Procedures for Handling Challenged Materials

The Superintendent of Schools shall promulgate regulations, subject to Board approval, for addressing a complaint about instructional materials. An Instructional Review Committee shall be appointed at the Annual Reorganization meeting. The members of the committee shall be recommended by the Superintendent and appointed by the Board.

All complaints concerning textbooks, library books and other instructional material shall be submitted to the principal of the building where the material is being challenged. The complaint procedures shall include:

1. An opportunity for an informal conference with the principal and appropriate program supervisor of the building where the material is being challenged;
2. The submission of a formal written complaint to the Assistant Superintendent for Curriculum on a prescribed form, which shall be sent to the Superintendent with the principal's recommendation;
3. A review of the complaint by the Instructional Review Committee, with the principal and program supervisor's recommendation, which will make recommendations to the Superintendent concerning the disposition of any complaint;
4. A decision by the Superintendent, upon review of the complaint and the recommendation of the principal, the program supervisor and the committee; and
5. An appeal to the Board of Education. The decision of the Board shall be final.

Procedures for Handling Complaints Concerning Curricula

All complaints concerning the content of any curriculum in the district shall be offered to the Superintendent of Schools. The Superintendent shall promulgate regulations subject to Board approval establishing a compliant procedure similar to those established for complaints about instructional materials.

Ref: Education Law §§1709(15); 1711(2)(f)
Board of Educ., Island Trees UFSD v. Pico, 457 US 853 (1982)

West Islip Public Schools
Adoption date:



COMPLAINTS ABOUT CURRICULA OR
INSTRUCTIONAL MATERIALS REGULATION

The following procedures shall apply to the handling of complaints concerning any textbook, library book or material and any other instructional material used in district schools.

1. When a person has a complaint concerning a textbook, library book or other instructional material and protests its use in class or its availability in a school library, the Building Principal shall hold an informal meeting with the complainant and the teacher, librarian, or other staff member who is using or providing the book or material. At this meeting, the complainant will be asked to make clear his or her objection to the material; the teacher or librarian will be asked to explain the educational value of the material.
2. If the complaint is not resolved informally, the complainant may file a formal written complaint with the Superintendent of Schools on a form provided for this purpose.
3. Upon receiving a formal written complaint, the Superintendent shall designate an Instructional Review Committee, consisting of a secondary and elementary administrator, a librarian, an elementary and secondary teacher and a community member as appropriate, to investigate and judge the challenged material.
4. The committee shall:
 - a. read and examine the challenged materials;
 - b. consider the specific objections to the material voiced by the complainant;
 - c. weigh the values and faults of the material as a whole;
 - d. consider oral presentations made to the committee, if any;
 - e. where appropriate, solicit advice or opinion from other district faculty and/or relevant professional organizations such as the American Library Association, the National Council of Teachers of English, National Council of Social Studies Teachers; and
 - f. issue a report to the Superintendent containing its recommendations concerning any complaint.
5. The Superintendent shall review the report of the committee, make a decision and notify the complainant and appropriate staff.
6. If the complainant is not satisfied with the Superintendent's decision he/she may refer the complaint to the Board. The Superintendent will deliver a copy of his/her decision and the committee's report to the Board for its consideration. The final decision shall be made by the Board.

Adoption date:

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

PUBLIC USE OF SCHOOL FACILITIES

While the district's school buildings and grounds are maintained primarily for the purpose of educating students within the district, the Board of Education recognizes that the buildings and grounds are a valuable community resource and believes that this resource should be available to the community for specific uses that will not interfere with educational activities. This policy is intended to identify the uses that community groups may make of those facilities.

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Permitted Uses

NOTE: The Permitted Uses section of the policy should identify the specific uses authorized by the Board. In deciding what uses it wishes to permit, the Board has very broad discretion, so long as the uses are among those the State Legislature has permitted pursuant to Education Law §414. It is important that the Board understand that while it may permit its facilities to be utilized by outside groups for the purposes listed in §414, it is not required to open its facilities to any group for purposes that are not directly school related. As the Commissioner of Education has stated, "[section 414] places no obligation on the Board to grant use of school buildings to anyone" (Matter of Ellis, 77 St. Dept. Rep.32 (1956)). As a practical matter, it is highly unlikely that the Board would want to place a total ban on the use of district facilities by the public.

The list of permitted uses set forth in this sample policy reflects virtually the entire list contained in Education Law §414, and therefore is as broad as the law allows. The Board should be aware that the broader the list of permitted uses, the more likely it is that the district will face litigation if and when it decides to deny use. As such, the Board should give careful consideration to the issue of permitted uses.

Commented [4]: I am wondering given this description if Building Use Insurance Compliance should be something done by a confidential not office assistant?

Commented [5]: Let's discuss, I'm not sure I understand the question.

Commented [6]: This was an internal question, sorry.

District facilities may be used for the purposes listed below, subject to the conditions and restrictions set forth in this policy.

1. Instruction in any branch of education, learning or the arts.
2. Public library purposes, subject to provisions of the Education Law, or as stations of public libraries.
2. Social, civic (including but not limited to meetings of parent associations and parent-teacher associations) and recreational meetings and entertainments, or other uses pertaining to the welfare of the community, so long as such uses are non-exclusive and open to the general public.
3. Meetings, entertainment and occasions where admission fees are charged, when the proceeds are to be spent for an educational or charitable purpose.
4. Polling places for holding primaries and elections, and for the registration of voters.
5. Civic forums and community centers.
6. Recreation, physical training and athletics, including competitive athletic contests of children attending a private, nonprofit school.
7. Child-care programs when school is not in session, or when school is in session for the children of students attending schools of the district and, if there is additional space available, for children of employees of the district.
- 8.

West Islip Public Schools

9. Classes of instruction for intellectually disabled minors operated by a private organization approved by the Commissioner of Education.

NOTE: The paragraph below reflects a provision of Education Law §2-a.

Additionally, as a condition of receiving state funding, the district permits access to military recruiters to school buildings, grounds and facilities to the same extent it provides access to those who inform students of educational, occupational or career opportunities.

Prohibited Uses

NOTE: Although §414 does not include a provision related to the authority on the part of religious institutions to utilize school premises after school hours for religious purposes, the United States Supreme Court in previous decisions (*Lamb's Chapel v. Center Moriches* and *Good News Club v. Milford*) has determined that if other outside groups are permitted to utilize school facilities to express their positions on certain subject matters, religious organizations cannot be excluded from utilizing school premises for the purposes of expressing their religious viewpoint on such matters. In short, prior to any school district excluding a religious institution from utilizing school facilities after school hours, they would be wise to consult their school attorneys given the complexity of this constitutional area of law. In addition, interpretation of the First Amendment and Education Law §414 related to whether outside groups are entitled to utilize school premises after school for the purpose of holding religious worship services has been the subject of much litigation. In May of 2015, the U.S. Supreme Court left intact an April 2014 ruling by the U.S. Court of Appeals for the 2nd Circuit (with jurisdiction over New York State) that the New York City Department of Education may prohibit the use of school property for "religious worship services, or otherwise using a school as a house of worship" (*Bronx Household of Faith v. Board of Education of the City of New York*). Boards wishing to preclude religious groups from using their facilities for such purposes should proceed with caution and should consult with their school attorneys before taking action, since this is an area of law that is so complex.

Any use not permitted by this policy is prohibited. In addition, the following uses are specifically prohibited.

NOTE: Pursuant to Education Law §414, district facilities may be used for political meetings if the use is authorized by the voters or, in city school districts, authorized by the Board.

1. Meetings sponsored by political organizations.

NOTE: The use cited in item B below reflects the specific prohibition under by Education Law §414.

2. Meetings, entertainments and occasions, where admission fees are charged, that are under the exclusive control of and the proceeds are to be applied for the benefit of a society, association or organization of a religious sect or denomination or of a fraternal, secret or exclusive society or organization, other than veterans' organizations or volunteer fire fighters or volunteer ambulance workers.

Conditions of Use for District Facilities

NOTE: Adoption of this section of the policy will require the district to establish a fee schedule. The fee schedule need not but may be attached to the policy as an exhibit.

1. Use of district facilities may be permitted unless such facilities are in use for school purposes, or during educational programs. The district reserves exclusive and non reviewable judgment to determine if a requested use would interfere with or disturb the district's educational programs.

Commented [7]: Do we have a fee schedule?

Commented [8]: If so, send it over, even if it's not in a comprehensive document, I can format it to something usable for this purpose.

West Islip Public Schools

2. To ensure that district facilities are preserved for the benefit of the greater district community, only community based groups and organizations (that is, groups which are located within the geographic area covered by the district) may be granted access to district facilities.
3. Use of district facilities will be permitted only where the applicant agrees to pay the district a user fee according to a schedule adopted by the district to cover the costs of heat, electricity, maintenance, custodial services and any other expenses associated with the requested use. Use is further conditioned upon the applicant's agreement to pay additional fees associated with the use of any additional services or equipment. The district retains the right to condition use upon an applicant depositing with the district a sum equaling the estimated costs and fees associated with the proposed use 10 days in advance of the requested use. The district retains the further right to waive user fees for groups that are associated with or sponsored by the district.
4. Where, in the judgment of the district, the requested use of district facilities requires special equipment or supervision, the district reserves the right to deny such use, or in the alternative, to condition such use upon the applicant's payment of additional fees in accordance with paragraph C above. Only authorized personnel shall operate district equipment.
5. Use of district facilities will only be permitted where the organization provides the district timely evidence of adequate insurance coverage (\$1,000,000 minimum) to save the district harmless from all liability, property damage, personal injuries and/or medical expenses. The district will exercise complete and unreviewable discretion regarding what constitutes adequate insurance coverage for each proposed use.
6. The Board reserves the discretion to deny use of district facilities described above, or to terminate use of district facilities:
 - a. By an applicant who has previously misused or abused district facilities or property or who has violated this policy;
 - b. For any use which could have the effect of violating the Establishment Clause of the United States Constitution or other provisions of the United States or New York State Constitutions;
 - c. For any use which, in the estimation of the Board, could reasonably be expected to or actually does give rise to a riot or public disturbance;
 - d. For any use which the Board deems inconsistent with this policy;
 - e. For any use by a private for-profit entity that has the direct or indirect effect of promoting the products or services of such entity;
 - b. In any instance where alcoholic beverages or unlawful drugs are sold, distributed, consumed, promoted or possessed;
 - c. For any use prohibited by law.

Application Procedure for Use of District Facilities

NOTE: Adoption of this section of the policy will require the district to establish a use permit application. Among other things, the district may wish to use the application form to notify applicants of a variety of additional conditions governing use of district facilities such as:

- b. The number of persons admitted for a function must not exceed room capacity limits.*
- c. Whenever inclement weather or an emergency situation cause the closing of district schools, all after-school functions scheduled for that day will be canceled.*
- d. The person in charge of a function must notify persons in attendance, at the beginning of the function, of the procedures to be followed in the case of an emergency.*
- e.g. In the case of an accident resulting in injury to any person or damage to personal property, the incident must be reported in writing to the Superintendent within a specified after the function.*

1. All applications for use of school facilities shall be made in writing and submitted to the Superintendent of Schools at least 30 days prior to the date of the requested use. A use permit application is available in the Superintendent's office.
2. The applicant must clearly and completely describe the intended use of the district facility in the application.

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3. All applicants must review this policy prior to submitting the application. All applications must be signed by an authorized agent of the group or organization requesting use. The applicant's signature on the application shall attest to the group or organization's intent to comply with all Board policies and regulations and to use district facilities strictly in accordance with the use described in the application.
4. All applicants must agree to assume responsibility for all damages resulting from its use of district facilities. Proof of adequate insurance must be provided by the applicant at least 10 days before the date of the requested use.
5. Permits shall be valid only for the facility, use, dates and time specified in the permit. No adjustment to the permit is allowed except with the prior written approval of the Superintendent. Permits shall not be transferable.
6. The Superintendent is authorized to alter or cancel any permit if it becomes necessary to use the facility for school purposes or for other justifiable reason.
7. With regard to scheduling activities, the district retains the right to give preference to groups and organizations which are associated with or sponsored by the district.
8. Issuance of a permit shall not limit the right of access to the facility by district staff.

Reimbursement and Accounting Procedures:

Any group that fails to reimburse the District for expenses incurred within sixty days of billing will not be permitted any further permits until arrears are met. Any group that uses facilities for fund raising must provide an itemized accounting of revenues and expenditures within sixty (60) days of the event. Failure to comply will result in a denial of future permits.

Ref: Education Law §§2-a; 414

Adoption date:

1530

Local

Required

Notice

SMOKING AND OTHER TOBACCO USE ON SCHOOL PREMISES

~~NOTE: Similar in nature to previously adopted policy 5640, Smoking/Tobacco Use, this policy has been recreated for clarity and updated to include distances, and e-cigarettes. This version is new for consideration of the Board.~~

Due to the health hazards associated with smoking, and in accordance with federal and state law, the Board of Education prohibits smoking and all other tobacco use, and use of an electronic cigarette or e-cigarette, in all school district buildings, on school grounds, and in any vehicle used to transport children or personnel. Smoking or tobacco use is also prohibited within 100 feet of all school entrances, exits and outdoor areas, except where that is a residence or residential property. "Electronic cigarette" or "e-cigarette" means an

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electronic device that delivers vapor which is inhaled by an individual user (including vaporizers, vapor pipes, and vape pens), and shall include any refill, cartridge and any other component of such a device.

NOTE: The Board may designate any member of the staff as the agent responsible for informing individuals they are in violation of the Public Health Law. We have developed this policy to designate the Superintendent (see below). If the Board wishes to designate another staff member, please modify the policy accordingly.

The district's smoking policy shall be prominently posted in each building, at designated outdoor locations on school premises (e.g. athletic fields) and in all district vehicles. The Board designates the Superintendent of Schools or his/her designee as agent responsible for informing individuals smoking cigarettes or e-cigarettes, or using tobacco unlawfully that they are in violation of Article 13-E of the Public Health Law and/or Section 409 of the Education Law and/or the federal Pro-Children Acts of 1994 and 2001. Persons in violation of this policy will be asked to stop. Students and staff may be subject to consequences outlined in the Code of Conduct, and visitors or contractors may be asked to leave school property.

Commented [9]: no smoking stickers in all vehicles

Cross-ref: 5300, Code of Conduct

Ref: Education Law §§409(2)
Public Health Law Article 13-E
Public Health Law §§206; 340; 347; 1399-aa
The Pro-Children Act of 2001, 20 U.S.C. §§7181 *et seq.*
The Pro-Children Act of 1994, 20 U.S.C. §§6081 *et seq.*

Adoption date:

- Required
- Local
- Notice

HOME-SCHOOLED STUDENTS

NOTE: This policy is similar in nature to previously adopted policy 8470 Home Schooling (Permanent Instruction) but has been expanded and updated to reflect clarifications in law. This version is for consideration of the Board.

The Board of Education shall ensure that children instructed at home are taught by a competent instructor and receive an education substantially equivalent to that offered in the district's schools.

Parents/Guardians who wish to educate their children at home must submit to the district an individual home instruction plan (IHIP), outlining the educational goals to be met and the course materials and syllabi to be used each year for the child's learning process. The district may accept or deny an IHIP. Parents/Guardians must submit quarterly reports which will provide the district with the necessary information to make determinations of substantial equivalency and competency of instruction on an ongoing basis.

Parents/Guardians may appeal to the Board a determination by the Superintendent of Schools or designee that an IHIP is not in compliance with the Regulations of the Commissioner of Education. Parents/Guardians shall have the right to appeal the final determination of the Board to the Commissioner of Education within 30 days of receipt of such determination.

Special Education

NOTE: This section reflects Chapter 217 of the Laws of 2008 which amended §3602-c of Education Law. The amendment deems home-schooled students with disabilities, and students suspected of having a disability, to be nonpublic school students solely for the purpose of receiving special education services during the school year.

A student with an IHIP, who is a resident of the school district and has a disability, or is suspected of having a disability, is eligible to receive services from the school district, in accordance with law, regulation and district policy (4321 et. seq.). A parent/guardian must request special education services in writing to the Board by June 1st, unless the child is first identified or moves into the district after June 1st. In that case, the parent/guardian must request the services within 30 days of being identified or of moving into the district.

Special education services will be provided on an equitable basis compared to programs and services provided to other students with disabilities attending public or nonpublic schools within the district. The Board will determine the location where services will be available to home schooled students.

Participation in Extracurricular Activities

Students instructed at home by their parents are not entitled to participate in interscholastic or intramural sports. However, the Board shall permit such students to participate in other school-sponsored extracurricular activities as long as they can provide either documentation of immunization to, or a medical exemption for immunization from, the same communicable diseases required for entry into the public schools. Specifically, the Board will permit home-schooled students to:

- Commented [10]: Discussion Item
- Commented [11]: Marked as resolved
- Commented [12]: Re-opened
- Commented [13]: Just a reminder that sports are not allowed along with anything credit bearing.

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- participate in non-credit-bearing organized school activities such as clubs that are not open to the general public;
- participate in band and/or receive music lessons only if these activities are considered to be extra-curricular (not credit-bearing or graded or required for class); and
- use school facilities such as the library, career information center and gymnasium if there is mutual agreement on the part of all involved parties.

1741

Instructional Materials

The Board authorizes the Superintendent to loan instructional materials, if available, to students receiving home instruction. The Superintendent or his/her designee shall determine the availability of resources and develop appropriate procedures.

Cross-ref: 4321, Programs for Students with Disabilities, *et seq.*
5420, Student Health Services

Ref: Education Law §§ 3204(2); 3210(2)(d); 3602-c (2-c)
Public Health Law § 2164 (as amended by Chapter 35 of the Laws of 2019)
8 NYCRR §§ 100.10; 135.1; 135.4
Appeal of Ponte, 41 EDR 174 (2001)
Matter of Abookire, 33 EDR 473 (1994)
State Education Department Memorandum, "New Requirements for the Provision of Special Education Services to Home-Instructed ("Home-Schooled") Students, July 2008
State Education Department Memorandum, "Home Instruction Questions and Answers,"
<http://www.p12.nysed.gov/sss/homeinstruction/homeschoolingqanda.html>, Sept. 2016

Adoption date:

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

DONATIONS, GIFTS, AND GRANTS TO THE DISTRICT

NOTE: This policy is similar in nature to the previously adopted policy 5230, Gifts, Grants, and Bequests, but it has been expanded and reworded for clarity. Underlined language is new for consideration of the Board and comments have been inserted in the margins as necessary.

Unsolicited Gifts and Donations from the Public

NOTE: This section of the policy regards acceptance of gifts by the Board.

The Board may accept gifts, grants and/or bequests of money, real or personal property, as well as other merchandise which, in view of the Board, add to the overall welfare of the School District, provided that such acceptance is in accordance with existing laws and regulations. However, the Board is not required to accept any gift, grant or bequest and does so at its discretion, basing its judgment on the best interests of the District. Furthermore, the Board will not accept any gift, grant or bequest which constitutes a conflict of interest and/or gives an appearance of impropriety.

The Board reserves the right to refuse to accept any gift which does not contribute towards the achievement of the district's goals, or the ownership of which would deplete the resources of the district. In accepting or rejecting gifts and donations, the Board will review the following factors:

1. The terms of the gift must identify:
 - a. the subject of the gift;
 - b. the purpose of the gift;
 - c. the beneficiary or beneficiaries if any; and
 - d. all conditions or restrictions that may apply.
2. The gift must not benefit a particular or named individual or individuals.
3. If the purpose of the gift is an award to a single student, the determination of the recipient of such award shall be made on the basis that all students shall have an equal opportunity to qualify for it in conformance with federal and state law.
4. If the gift is in trust, the obligation of the investment and reinvestment of the principal shall be clearly specified and the application of the income or investment proceeds shall be clearly set forth.
5. No gift or trust will be accepted by the Board unless:
 - a. it is in support of and a benefit to all or to a particular public school in the district; or
 - b. it is for a purpose for which the school district could legally expend its own funds; or
 - c. it is for the purpose of awarding scholarships to students graduating from the district.

Any gift rejected by the Board shall be returned to the donor or his/her estate within 60 days together with a statement indicating the reasons for the rejection of such gift.

Soliciting and Accepting Gifts, Grants or Donations

Prior to seeking any grant or donation, the applicant must obtain prior approval from the district. Teachers seeking grants or donations for their classroom must obtain approval from the Building Principal. Other staff or administrators seeking grants or donations to benefit an entire school or the district as a whole

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must obtain approval from the Superintendent or his/her designee. Grant applications for funding of more than \$50,000 require prior approval by the Board of Education.

Approval shall depend on factors including, but not limited to: compatibility with the district's educational program and standards; availability of existing district resources; whether ownership would deplete district resources; and its impact on the equitable distribution of district resources.

All grants and donations must benefit the district and be congruent with the following principles:

1. The district's mission, vision, core values and beliefs.
2. The district and school goals that positively impact student performance.
3. The district's instructional priorities and strategies.
4. Equity in funding.
5. Conform to district governance and decision-making procedures of the Board, central office and building-level staff.
6. Provide a value or benefit that is greater than the obligation under the grant award.
7. Not violate management and/or bargaining unit rights and responsibilities.
8. Not carry any conditions that would divert school or district efforts away from the district's primary mission.

The Board reserves the right to deny approval of solicitation of any funding or grant application which does not contribute towards the achievement of the district's goals, or which would deplete the resources of the district. The Board may approve seeking grants which require a match of district funds or resources when the initiative has been identified as a priority by the Board and when such funds are planned as part of the district budget process or can be accommodated by the current budget.

All solicited grants and donations must be formally accepted by the Board.

Coordinating with Support Organizations

Commented [16]: This portion is new.

The district ~~[choose one: encourages/requires]~~ independent support organizations (e.g., booster clubs, parent-teacher associations, education foundations) seeking to make a contribution of money or property to first meet with the Superintendent to identify the terms and conditions of the proposed gift and the needs of the district. The Board must approve such gifts and donations prior to any public announcement of the contribution.

Accounting for, and Oversight of, all Donations, Gifts, and Grants

Commented [17]: This portion is new.

All gifts, donations, grants, funds, property, and materials received by the district become the property of the district. Such items may not be returned without the approval of the Board. All items are subject to the same controls and regulations as other district property, and shall be deposited or inventoried accordingly.

The Board shall receive a report ~~[insert frequency, e.g., annually]~~ of all gifts, donations, grants, funds, property, and materials received by the district during the school year, and where each was used. It is the goal of the Board to properly account for all district resources and to monitor the distribution of those resources to minimize disparities between schools within the district.

Cross-ref: 1222, Relationship with Booster Organizations
1225, Relationship with Local Educational Foundations
2160, School District Officer and Employee Code of Ethics
5251, Student Fund Raising Activities

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6640, Inventories

Ref: Education Law §1709(12)

Adoption date:



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

PARENT AND FAMILY ENGAGEMENT

NOTE: A policy on parent and family engagement is required for receipt of federal Title I funds. This policy reflects the changes issued in the Every Student Succeeds Act (ESSA). This federal law, which reauthorized the Elementary and Secondary Education Act (last reauthorized by the No Child Left Behind Act), made many changes impacting school districts that accept federal funds. For this policy, the requirement for "parent involvement" was expanded in some areas to "parent and family engagement." Federal regulations for ESSA are still in development, and New York State may pass further laws and issue additional regulations in implementing ESSA for parent and family engagement.

— Please note the law was very specific regarding which changes needed to include "family member" — not all of the actions did. The changes below reflect the requirements. However, ESSA does not define the term "family," and we realize that this could have a real impact on districts in terms of numbers of people included in engagement activities. As more clarity is available on this issue, we will notify our subscribers accordingly.

— Touched on in previously adopted policy 8260, Programs and Projects Funded by Title I, this version is expanded and has been updated to reflect the changes noted above. This version is for consideration of the Board.

The Board of Education believes that positive parent and family engagement is essential to student achievement, and thus encourages such involvement in school educational planning and operations. Parent and family engagement may take place either in the classroom or during extra-curricular activities. However, the Board also encourages parent and family engagement at home (e.g., planned home reading time, informal learning activities, and/or homework "contracts" between parents, family members and children). The Board directs the Superintendent of Schools to develop a home-school communications program in an effort to encourage all forms of parent and family engagement.

Title I Parent and Family Engagement- District Level Policy

NOTE: Under the federal No Child Left Behind Act of 2001, modified by the Every Student Succeeds Act (ESSA) of 2015, school boards receiving federal Title I funds must adopt a written parent and family engagement policy that is developed jointly with, agreed on with, and distributed to, parents and family members of participating children and is incorporated into the district's Title I plan. Under ESSA, this requirement has been modified, but stands.

Consistent with the parent and family engagement goals of Title I, Part A of the federal No Child Left Behind Act of 2001 (NCLB) and its reauthorization in the Every Student Succeeds Act (ESSA), the Board of Education will develop and implement programs, activities and procedures that encourage and support the participation of parents and family members of students eligible for Title I services in all aspects of their child's education. The Board also will ensure that all of its schools receiving Title I, Part A funds develop and implement school level parent and family engagement procedures, as further required by federal law.

NOTE: The definition of "parental involvement" is contained in a separate section of federal law from the policy requirements, and has not changed to include family members.

For purposes of this policy, parental involvement refers to the participation of parents in regular, two-way, and meaningful communication, involving student academic learning and other school activities.

West Islip Public Schools

At a minimum, parent and family engagement programs, activities and procedures at both the district and individual school level must ensure that parents and family members:

- Play an integral role in assisting their child's learning;
- Are encouraged to be actively involved in their child's education at school; and
- Are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child.

NOTE: The definition of the term "parents" in the paragraph below is as defined in Title I. However, as explained above, the term "family" is NOT defined in federal law. We have clarified that the definition of "parent" is from the federal law.

The federal definition of the term "parents" refers to a natural parent, legal guardian or other person standing in *loco parentis* (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare).

District and school level Title I parent and family engagement programs, activities and procedures will provide opportunities for the informed participation of parents and family members (including those who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children).

NOTE: With respect to parents and family members with disabilities, schools and districts must provide an opportunity for parents and family members with disabilities to request auxiliary aids and services of their choice, such as sign language interpreters and large print or Braille materials. The parents and family members' choice must be honored unless there is another effective means of communication or the use of the means chosen by the parent and family member would fundamentally alter the service, program or activity involved, or cause an undue financial and administrative burden on the district.

As further required by federal law, parents and family members of students eligible for Title I services will be provided an opportunity to participate in the development of the district's Title I plan, and to submit comments regarding any aspect of the plan that is not satisfactory to them. Their comments will be forwarded with the plan to the State Education Department.

NOTE: The paragraph below reflects that under ESSA, schools are no longer identified as being "in need of improvement" and there is no longer a measurement of "adequate yearly progress." The State will identify schools in need of either "comprehensive support and improvement plans" or "targeted support and improvement plans."

Parents and family members also will participate in the process for developing either a comprehensive or targeted "support and school improvement plan" when the school their child attends is identified by the State as needing this plan.

Parent and family member participation in development of district wide Title I plan

The Board, along with its superintendent of schools and other appropriate district staff will undertake the following actions to ensure parent and family member involvement in the development of the district wide Title I plan:

- **List Actions**

Commented [18]: Please note the audit of this policy is currently a "desk" audit and if you're doing more than is listed, get it documented because they only review what is on paper.

I'm not sure that the way it's outlined below that it would be enough under the law and desk audit. Is there more you can add as part of this policy?

Commented [19]: Can we discuss this on the phone?

West Islip Public Schools

- holding meetings at flexible times
- Surveying families by mail or email

[List specific actions you will take, such as holding meetings at flexible times and/or in highly accessible places such as public housing projects, or surveying parents by phone, mail, or e-mail.]

Development of school level parent and family engagement approaches

The superintendent of schools will ensure that all district schools receiving federal financial assistance under Title I, Part A are provided coordination, technical assistance and all other support necessary to assist them in planning and implementing effective parent and family engagement programs and activities that improve student achievement and school performance. As appropriate to meet individual local needs, the superintendent will:

- List action steps for parent engagement
- Holding meetings at flexible times
- surveying families by mail or email
- consulting with business leaders, employers, and philanthropic organizations

[List specific actions take such as holding meetings at flexible times and/or in highly accessible places such as public housing projects, or surveying parents by phone, mail, or e-mail. This may also include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education.]

Building capacity for parental involvement

To build parent capacity for strong parental involvement to improve their child's academic achievement, the district and its Title I, Part A schools will, at a minimum:

1. Assist parents in understanding such topics as the state's academic content challenging academic standards, state and local academic assessments, Title I requirements, how to monitor their child's progress and how to work with educators to improve the achievement of their child. To achieve this objective, the district and its Title I schools will:

- Parent universities
- Workshops
- Committee opportunities

[List activities such as workshops, conferences, distribution of training materials, and/or training parents to help other parents understand the role they can play in helping their child.]

NOTE: The text in item 2 below is specifically included in federal law as an example of materials to improve student academic achievement.

2. Provide materials and training to help parents work to improve their child's academic achievement such as literacy training and using technology (including education about the harms of copyright piracy). To achieve this objective, the district and its Title I schools will:

- Family Connect Nights
- Literacy workshops for families

Commented [20]: The board may wish to consider using the phrase "holding multiple meetings at flexible times" both here and below.

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West Islip Public Schools

[List additional activities such as providing literacy programs that bond families around reading and using the public library, providing information about the essential components of reading or math instruction to enable parents to support the instructional practices used by the teacher, or training parents in the use of the Internet to enable them to access their children's homework; communicate with teachers; and review information posted about schools in improvement, supplemental educational services, public school choice, and other opportunities to promote student achievement.]

2.3 Educate its teachers, specialized instructional support personnel, principals and other school leaders, and other staff, with the assistance of parents, in understanding the value and utility of a parent's contributions and on how to:

- reach out to, communicate with, and work with parents as equal partners;
- implement and coordinate parent programs; and
- build ties between parents and the schools.

To achieve this objective, the district and its Title I schools will:

- **Parent Universities**

[As part of their activities in this area, schools and districts may wish to involve parents in developing this training, in order to improve its effectiveness.]

NOTE: To further strengthen parental involvement, districts may, at their discretion, determine to train parents to enhance the involvement of other parents. They also may pay reasonable and necessary expenses such as transportation and child care costs, to enable parents to participate in school-related meetings and training sessions.

3.4 Ensure that information related to school and parent-related programs, meetings and other activities is sent to the parents of children participating in Title I programs in an understandable and uniform format, including alternative formats, upon request, and to the extent practicable, in a language the parents can understand.

NOTE: "To the extent practicable" means that whenever practicable, parents with limited English proficiency must receive written translations of printed information in a language they understand. When a written translation is not practicable oral communication may be reasonable.

Coordination of parental involvement strategies

NOTE: The language of ESSA deleted the list of specific federal programs, such as Head Start and Reading First, in favor of the more generic language shown below.

The district will coordinate and integrate strategies adopted to comply with Title I, Part A parental involvement requirements with parental involvement strategies adopted in connection with other Federal, State, and local programs, including public preschool programs. It will do this by:

- **list activities and who is responsible**

[List activities such as who will be responsible for coordinating programs and strategies, and identify what monitoring or follow up procedures will be conducted.]

Review of district wide parent and family engagement policy

Commented [21]: Holding Parent Universities is wonderful. What are they? Are they held at offsite locations or is transportation used to help bring people to you if needed?

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The Board, along with its superintendent of schools and other appropriate staff will conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of this parent and family engagement policy in improving the academic quality of Title I schools, including the identification of barriers to greater participation by parents in activities under this policy, and the revision of parent and family engagement policies necessary for more effective involvement. To facilitate this review, the district will conduct the following activities:

- Annual review of family engagement policy process
-

[List specific activities including explaining to parents when, where and how the review will be conducted, who will be responsible for coordinating the review, and their role in the review process. Also indicate whether a bilingual teacher or other translator will be available.]

Cross-ref: 4010, Equivalence in Instruction

Ref: 20 USC §§6318(a)(2); 7801(38), Every Student Succeeds Act (§1116 of the Elementary and Secondary Education Act)
U.S. Department of Education, *Parental Involvement, Title I, Part A, Non-Regulatory Guidance*, April 23, 2004

Adoption date:

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TITLE I PARENT AND FAMILY ENGAGEMENT - SCHOOL LEVEL APPROACH

NOTE: Each public school served under Title I must develop with and distribute to parents and family members of participating children a written parent and family engagement policy that is also agreed on by such parents and describes the means for implementing ESSA parent and family engagement requirements. Since individual schools in New York do not adopt policy, we suggest that each individual school policy be attached as an exhibit to the district-wide policy.

The West Islip Union Free School District recognizes that parents and family members play an integral role in assisting their child's learning. We encourage parents and family members to be actively involved in their child's education at school and to become full partners in school educational planning and operations. Consistent with the parent involvement goals of Title I, Part A of the federal Elementary and Secondary Education Act, reauthorized by the No Child Left Behind Act of 2001 (NCLB) and the Every Student Succeeds Act of 2015 (ESSA):

1. The Building Principal and appropriate staff shall convene an annual meeting, at a convenient time, to inform parents of the school's participation in Title I programs, and to explain Title I requirements and the right of the parents to be involved. All parents of children participating in a Title I program will be invited to the meeting.
2. The school staff shall offer a flexible number of meetings to provide parents the opportunity to meet with school staff and otherwise participate in their child's education. These meetings shall be held at flexible times (e.g., morning or evening) and/or in highly accessible places such as public housing projects, etc.
3. The school will provide parents with timely information about Title I programs. School staff will also describe and explain the curriculum in use at the school, the types of academic assessment that will be used to measure student progress and the proficiency levels the students are expected to meet. Parents may also request regular meetings with school staff to make suggestions and to participate, as appropriate in decisions relating to the education of their child. The school will respond to any such suggestions as soon as practical.
4. The school staff shall involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of Title I programs, including the planning, review, and improvement of the school's parent and family engagement policy.

NOTE: Title I schools are also required to involve parents in the planning, review and improvement of the schoolwide program. But a school that already has in place a process for involving parents in the joint planning and design of the school's programs may use that process if it includes an adequate representation of parents of children participating in Title I programs. In addition, when the schoolwide plan is not satisfactory to the parents of participating children, the school must provide an opportunity to submit any parent comments on the plan.

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STUDENT ACADEMIC ACHIEVEMENT SCHOOL-PARENT COMPACT

NOTE: In order to comply with the law, districts must create a school-parent compact that is jointly developed with the parents of all participating children. In general, the compact must outline how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards.

The compact presented below is a sample only and must be customized to reflect the actual school-parent compact. The italicized items under "Parent's Responsibilities" are those that are no longer listed in the law, but may still represent good practice.

School-Parent Compact

To help our children achieve, we agree to abide by the following conditions during the [insert school year] school year:

School Responsibilities

The school will:

- Provide high-quality curriculum and instruction in a supportive and effective learning environment;
- Hold parent-teacher conferences during these conferences, this compact will be discussed as it relates to your child's academic achievement;
- Provide parents with frequent reports on their child's progress;
- Provide parents reasonable access to staff; and
- Provide parents with opportunities to volunteer and participate in their child's class and to observe classroom activities.
- Ensure regular two-way, meaningful communication between parents and family members and school staff, and, to the extent practicable, in a language that the parents and family members can understand

Parents' Responsibilities

We, as parents, will support our children's learning in the following ways:

NOTE: The first three items in the list below (italicized) were removed from the federal law as suggestions for parents to support their children's learning: monitoring attendance, ensuring homework completion, and limiting television time. It is unclear why these specific items were removed, but they are not prohibited from inclusion in your school's compact.

- Monitor my child's attendance;
- Make sure that homework is completed;
- Limit amount of television my child watches;
- Volunteer in my child's school;
- Participate in decisions regarding my children's education;
- Promote positive use of my child's extracurricular time; and

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- Stay informed about my child's education and communicate with the school regularly.

Student Responsibilities

As a student, I will share the responsibility to improve my grades, and agree to:

- Do homework every day and ask for help when needed;
- Read at least 20 minutes a day outside of school; and
- Give to my parents all notices and information received by me from my school every day.

_____	_____
School	Date
_____	_____
Parent	Date
_____	_____
Student	Date

- (X) Required
 () Local
 () Notice

INTERPRETERS FOR HEARING-IMPAIRED PARENTS

NOTE: This policy is as previously adopted under 7211. The underlined text is and attached exhibits are new for consideration of the Board.

The Board of Education assures parents or persons in parental relation who are hearing impaired the right to meaningful access to school-initiated meetings or activities pertaining to the academic and/or disciplinary aspects of their children's education. School initiated meetings or activities are defined to include, but are not limited to, parent-teacher conferences, child study or building-level team meetings, planning meetings with school counselors regarding educational progress and career planning, suspension hearings or any conferences with school officials relating to disciplinary actions. The term "hearing impaired" shall include any hearing impairment, whether permanent or fluctuating, which prevents meaningful participation in School District meetings or activities.

Parents or persons in parental relation shall be notified of the availability of interpreter services to be provided at no charge, provided that a written request is made to the School District within fourteen (14) days of the scheduled event. Exceptions to the time frame request may be made for unanticipated circumstances as determined by the Principal/designee. The District shall also notify appropriate school personnel as to the terms and implementation of this policy.

If interpreter services are requested, the District shall appoint an interpreter for the hearing impaired to interpret during the meeting or activity. The District will arrange for interpreters through a District-created list or through an interpreter referral service. The District shall also develop interagency agreements, as appropriate, to ensure that sign language interpreters are provided for eligible parents or persons in parental relation when District students attend out-of-District schools or programs.

In the event that an interpreter is unavailable, the School District shall make other reasonable accommodations which are satisfactory to the parents or persons in parental relation. Examples of what constitutes reasonable accommodations in the event an interpreter cannot be located may include, but are not limited to, the use of:

- a. Written communications, transcripts, note takers, etc; and
- b. Technology, such as: a decoder or telecommunication device for the deaf, assistive listening devices, and closed or open captioning.

The Board directs the Superintendent of Schools to maintain a list of available interpreters and to develop procedures to notify parents of the availability of interpreter services, the time limitation for requesting these services, and of the requirement to make other reasonable accommodations satisfactory to the parents should an interpreter not be available.

Hearing-impaired parents are requested to submit the attached form to request accommodation of their disability.

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Rehabilitation Act of 1973, 29 U.S.C. §794

Education Law §3230

8 NYCRR §100.2(aa)

Rothschild v. Grottenthaler, 907 F.2d 286 (2d Cir. 1990)

Adoption date:



West Islip Public Schools

1925-E.1

INTERPRETERS FOR HEARING-IMPAIRED PARENTS

Accommodation Request

Parents in need of interpreter services are asked to complete this form:

TO: Superintendent of Schools

West Islip Public Schools

FROM: _____
Name

Address

Please identify the type of interpreter needed:

Interpreter for the Hearing Impaired: () American Sign; () English

In the event an interpreter is not available, please identify the type of alternative service preferred:

Written Communication

Transcripts

Decoder

Telecommunication Device for the Deaf (TDD)

Other (please specify) _____

Adoption date:

West Islip Public Schools

1925-E.2

INTERPRETERS FOR HEARING-IMPAIRED PARENTS EXHIBIT

Response to requests for accommodation

FROM: Superintendent of Schools
West Islip Public Schools

TO: _____
Name

Address

The West Islip Public Schools hereby:

___ grants your request for accommodation of a hearing disability in accordance with Board Policy 1925;

___ denies your request for accommodation of a hearing disability for the following reason:

Adoption date:

VOLZ & VIGLIOTTA, PLLC

AGREEMENT

for

GENERAL COUNSEL SERVICES

AGREEMENT made this 1st day of July, 2024, by and between the BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT, hereinafter referred to as the "BOARD," and VOLZ & VIGLIOTTA, PLLC, hereinafter referred to as the "ATTORNEYS."

WHEREAS, the BOARD, at its meeting of _____, 2024, retained VOLZ & VIGLIOTTA, PLLC, as the General Counsel for the School District for the school year July 1, 2024 through June 30, 2025, and

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

NOW, THEREFORE, it is hereby agreed as follows:

- I. TERM: July 1, 2024 through June 30, 2025.
- II. GENERAL COUNSEL SERVICES UNDER RETAINER
 - A. Legal opinions pertaining to all issues under the New York State Education Law, Commissioner of Education Decisions, Commissioner of Education Regulations, General Municipal Law, Public Officers Law, New York State Comptroller's Opinions, all relevant federal, state and local laws, regulations and case law.
 - B. Attendance at meetings of the Board of Education, as requested.
 - C. Review of Board agenda and/or minutes, as required.
 - D. Review and analysis of current and proposed Board policies and administrative regulations.
 - E. Daily advice and consultation to the Superintendent of Schools, Board President and other designated school officials.
 - F. Seminars for staff, as requested by the Superintendent of Schools, regarding topics such as student discipline, special education, Section 504 or other areas of need.

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

III. GENERAL COUNSEL FEES: For the above services the fee shall be billed monthly at the annual rate of \$60,000 for 2024-25 school year.

IV. LITIGATION: Separate Compensation for Litigation services shall be billed at the rate of \$250 per hour for all attorneys and \$145 per hour for paralegal services. Litigation services include services such as special proceedings, motions, trials and judicial appeals, administrative proceedings, appeals to the Commissioner of Education, Impartial Hearings, and State Review Officer Proceedings. Services provided on an hourly basis shall be billed monthly.

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed.

BOARD OF EDUCATION
WEST ISLIP UNION FREE
SCHOOL DISTRICT

VOLZ & VIGLIOTTA, PLLC

BY: _____
ANTHONY TUSSIE
PRESIDENT, BOARD OF EDUCATION

BY:  _____
THOMAS M. VOLZ, ESQ.

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

and

Volz & Vigliotta, PLLC

Supplemental Agreement entered into this 1st day of July, 2024 between the West Islip Union Free School District (the “District”), located at 100 Sherman Ave., West Islip, NY 11795 and Volz & Vigliotta, PLLC (the “Contractor”) located at 280 Smithtown Blvd., Nesconset, New York 11767.

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

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

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

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

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

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

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

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

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Pursuant to New York State Education Law §2-d, parents, legal guardians and persons in parental relation to a student are entitled to certain rights with regard to their child's personally identifiable information, as defined by Education Law §2-d. This document contains a summary of such rights.

- 1) A student's personally identifiable information cannot be sold or released for any commercial purposes.

2) Parents/guardians have the right to inspect and review the complete contents of their child's educational records maintained by the West Islip Union Free School District.

3) State and Federal Laws protect the confidentiality of personally identifiable student information, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection must be in place when data is stored or transferred.

4) A complete list of all student data elements collected by New York State is available for review at the following website: <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> or by writing to:

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

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

Dr. Paul Romanelli
Superintendent of Schools
100 Sherman Ave. W., Islip, NY, 11795 P.Romanelli@wi.k12.ny.us
(631) 930-1560

Or to:

Chief Privacy Officer
New York State Education Department
89 Washington Avenue
Albany, NY 12234
Email: CPO@mail.nysed.gov

6) Each contract with a third-party contractor which will receive student data, or teacher or principal data will include information addressing the following:

- a. The exclusive purposes for which the student data or teacher or principal data will be used.
- b. How the third-party contractor will ensure that the subcontractors, persons or entities that the third-party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements.

- c. When the agreement expires and what happens to the student data or teacher and principal data upon expiration of the agreement.
 - d. If and how a parent/guardian, student, a student over eighteen years of age, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected.
 - e. Where the student data or teacher or principal data will be stored, and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
- 7) Third-party contractors are also required to:
- a. provide training on federal and state law governing confidentiality to any officers, employees, or assignees who have access to student data or teacher or principal data;
 - b. limit internal access to education records to those individuals who have a legitimate educational interest in such records;
 - c. not use educational records for any other purpose than those explicitly authorized in the contract;
 - d. not disclose personally identifiable information to any other party
 - (i) without the prior written consent of the parent/guardian or eligible student; or
 - (ii) unless required by statute or court order and the third-party contractor provides a notice of the disclosure to the New York State Education Department, board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
 - e. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
 - f. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure as specified in Education Law §2-d;
 - g. notify the West Islip Union Free School District of any breach of security resulting in an unauthorized release of student data or teacher or principal data, in the most expedient way possible and without unreasonable delay;
 - h. provide a data security and privacy plan outlining how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract;

- i. provide a signed copy of this Bill of Rights to the West Islip Union Free School District thereby acknowledging that they are aware of and agree to abide by this Bill of Rights.

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

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

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

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

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2023. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.

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

e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: Student Data and/or Principal or Teacher Data will be stored at the Contractor's offices if in physical form, and on the Contractor's encrypted server, if in electronic form. The Contractor has ensured that its server is encrypted on its external hard drive and has ensured that all dissemination of electronic information shall be encrypted while in motion. All of Contractor's email accounts and computers are password protected.

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

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

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

7. Miscellaneous:

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


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

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

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

Volz & Vigliotta, PLLC

West Islip Union Free School District

By:  _____

By: _____

Print Name: Thomas M. Volz

Print Name: _____

Title: Owner

Title: _____

Date: 05/30/2024

Date: _____

AIA[®] Document A132[®] – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the Ninth day of May in the year Two Thousand Twenty-Four.
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

West Islip Union Free School District
100 Sherman Avenue
West Islip, New York 11795

and the Contractor:
(Name, legal status, address, and other information)

More Roofing, Inc.
19 Old Dock Road
Yaphank, New York 11980

for the following Project:
(Name, location, and detailed description)

Roof Replacement at the Masera Learning Center
Base Bid No. GC-1

West Islip Union Free School District, Town of Islip, Suffolk County
BBS Project No. 17-371H / 23-356

The Construction Manager:
(Name, legal status, address, and other information)

Park East Construction, Inc.
266 East Jericho Turnpike
Huntington Station, New York 11746

The Architect:
(Name, legal status, address, and other information)

BBS Architects, Landscape Architects and Engineers, P.C.
244 East Main Street
Patchogue, New York 11772

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

This General Construction Contract is for all general/roofing, demolition, abatement, mechanical, and electrical work of Base Bid No. GC-1 as required at the Masera Learning Center, as indicated in the Contract Documents.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraph deleted)

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

May 28, 2024

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 This Project is to be physically completed in accordance with the time limits set forth in this Agreement between the Owner and the Contractor and as further set forth in the Project Manual and/or bidding documents.

The Contractor shall achieve Substantial Completion of the Work not later than **August 9, 2024**.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work	Substantial Completion Date
Entire Work	Per Article 3.3

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

None

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 4.2 below
- Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be **One Million Seven Hundred Forty-Five Thousand Dollars and Zero Cents (\$1,745,000.00)**, subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Base Bid No. GC-1	\$1,655,000.00
Lump Sum Allowance No. 1	\$15,000.00
Gypsum Decking Replacement Allowance No. 2	\$75,000.00
Stipulated Sum	\$1,745,000.00

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Accepted Unit Price Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ 4.2.4 Allowances included in the Stipulated Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
Lump Sum Allowance No. 1	\$15,000.00
Gypsum Decking Replacement Allowance No. 2	\$75,000.00

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price - NOT APPLICABLE

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed _____ percent (%) of the standard rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price - NOT APPLICABLE

§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4.7 Guaranteed Maximum Price - NOT APPLICABLE

§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance
------	-----------

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the Fifteenth (15th) day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the First (1st) day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than Forty-five (45) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

(Paragraphs deleted)

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety-five percent (95.00 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price - NOT APPLICABLE

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;
- .2 Add the Contractor's Fee, less retainage of percent (%). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of percent (%) from that portion of the Work that the Contractor self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

(Paragraphs deleted)

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraph deleted)

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price - NOT APPLICABLE

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

(Paragraphs deleted)

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed

Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232-2009;

- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of percent (%). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of percent (%) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232-2009.

(Paragraphs deleted)

§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract; and
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment; and
- .4 the Contractor has delivered to the Owner a full set of computerized "as built" project plans and specifications; and
- .5 if applicable, a Certificate of Occupancy is issued, unless failure to receive the Certificate of Occupancy is through no fault of the Contractor.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate

Paragraphs deleted)

box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A232–2009.

Litigation in a court of competent jurisdiction.

Other: (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

(Paragraphs deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price - NOT APPLICABLE

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

(Paragraphs deleted)

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232–2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2

(Paragraphs deleted)
Intentionally Omitted

§ 8.3 The Owner's representative:
(Name, address and other information)

Elisa Pellati, Assistant Superintendent for Business
West Islip Union Free School District
100 Sherman Avenue
West Islip, New York 11795
(631) 930-1530

§ 8.4 The Contractor's representative:
(Name, address and other information)

Brian Morrell, President
More Roofing, Inc.
19 Old Dock Road
Yaphank, New York 11980
(631) 924-1414

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

(Paragraphs deleted)

§ 8.6

(Paragraphs deleted)
Other provisions:

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those provided in the BBS Project Manual No. 17-371H, dated April 4, 2024.

§ 9.1.4 The Specifications are those provided in the BBS Project Manual No. 17-371H, dated April 4, 2024.
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

§ 9.1.5 The Drawings are those issued for Bid, and those added or modified by the Addenda, if any:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title
<i>(Row deleted)(Paragraph deleted)</i>	
T0.01	Title Sheet
	<i>Masera Learning Center (17-371H / 23-356)</i>
A3.01	Roof Demolition and Abatement Plan
A3.02	Proposed Roof Plan
A3.03	TPO Roof Details
A3.04	Proposed Tapered Plan

§ 9.1.6 The Addenda, if any:

Number	Date
Addendum No. 1	April 17, 2024

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

(Paragraphs deleted)

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

(Table deleted)

(Paragraphs deleted) Other documents, if any, listed below:

(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232-2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

- Project Manual, BBS Project No. 17-371H, dated April 4, 2024, all pages, including Addendum No. 1;*
- Bid Proposal Form, signed by Brian Morrell, President, and dated April 23, 2024.*

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232-2009, Article 11 of the Supplementary Conditions, and Division I – General Requirements, Section 1C- Insurance Requirements, all contained within the BBS Project Manual.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232-2009.)

To the fullest extent permitted by law, the Contractor shall, defend, indemnify and hold harmless the Owner, Architect, and Construction Manager, and their respective members, directors, officers, agents, employees, successors, and assigns (collectively "Indemnitees") from and against any and all losses, claims, costs, damages, expenses, and attorneys' fees, arising out of or resulting from the performance of the Work, or by Contractor's breach of this Agreement, except to the extent caused by the sole negligence or willful misconduct of any Indemnitee hereunder. The Contractor and each of its Subcontractors shall include the Owner, Architect and the Construction Manager as Additional Insureds on their casualty and commercial liability insurance policies on a primary and non-contributory basis, including a waiver of subrogation, acceptable to Owner, and shall not include any exclusions that limit the scope of coverage beyond that provided to the named insured and the endorsement shall not require a written agreement with the Additional Insureds.

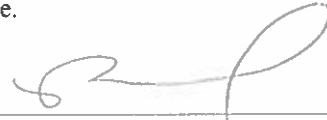
This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)



Brims Murrell / President

Init.



WEST ISLIP UNION FREE SCHOOL DISTRICT

BID PROPOSAL FORM

Roof Replacement at the Masera Learning Center

NAME OF BIDDER: More Roofing, Inc.

BUSINESS ADDRESS: 19 Old Dock Road, Yaphank, NY 11980

TELEPHONE NUMBER: 631-924-1414 DATE OF BID: 4/29/24

The bidder mentioned above declares and certifies:

First: That said bidder is of lawful age and the only one interested in this bid, and that no one other than said bidder has any interest herein.

Second: That this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.

Third: That no member of the Board of Education of the **West Islip Union Free School District, Town of Islip, New York**, nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.

Fourth: That said bidder has carefully examined the Instruction to Bidders, schedules, and specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this bid is made.

Fifth: ~~Single Prime Contracts: Where the project cost does not exceed \$1,500,000 and the Owner has decided to solicit bids from one general contractor, the Bidder shall submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work in the contract, and the agreed upon amount to be paid to each, for: (A) Plumbing and gas fitting; (B) Steam heating, hot water heating, ventilating and air condition apparatus and (C) Electric wiring and standard illuminating fixtures.~~

~~After the low bid is announced, the sealed list of subcontractors submitted with such low bid shall be opened and the names of such subcontractors shall be announced, and thereafter any change of subcontractor or agreed upon amount to be paid to each shall require the approval of the public owner, upon a showing presented to the public owner of legitimate construction need for such change, which shall be open to public inspection.~~

Sixth: That the prices quoted are exclusive of all federal, state, and municipal sales and excise taxes.

Seventh: The undersigned further declares that he has received and examined the following addenda:

Addendum No. 1 Dated: 4/17/24

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Clarification No. _____ Dated: _____

FOR PROPOSAL FORM TO BE VALID, ALL PAGES OF THE PROPOSAL FORM MUST BE DULY EXECUTED.

Eighth: The Bidder shall check here if the bid has been based upon equivalents in lieu of any kind, type, brand, or manufacturer of material other than those named in the specifications. If checked, the Bidder shall submit the Equivalency Form in accordance with Instructions to Bidders, Paragraph 8B. This item in no way prohibits the Bidder from submitting equivalents after the award of contract.

Ninth: The undersigned further understands and agrees that he is to furnish all labor, materials, equipment, supplies, and other facilities and things necessary and required for the execution and completion of:

Roof Replacement @ the Masera Learning Center

in strict accordance with the contract documents:

BASE BID GC-1 – GENERAL CONSTRUCTION

The General Contractor shall state the complete price to perform all work including, but not limited to, all general construction/roofing, demolition, abatement, mechanical and electrical work as required at the Masera Learning Center, as shown on the drawings, and as specified herein.

BASE BID GC-1 BID PRICE = \$ 1,055,000.00

Lump Sum Allowance No.1 (See Section 012100) \$ 15,000

Gypsum Decking Replacement Allowance No.2 (See Section 012100) \$ 75,000

TOTAL GENERAL CONSTRUCTION
BASE BID GC-1 BID PRICE = \$ 1,745,000.00
Total Bid price in dollars and cents

\$ One million seven hundred forty five thousand and zero cents
Bid price written in words

UNIT PRICES

Should the contract work be increased or decreased as per the General Conditions of the Contract, Article 7, Changes in the Work, the bidder hereby agrees that the following unit price is the basis for the extra or credit. The price includes all labor, material, overhead, profit, administration, insurance, taxes, and incidental or contributory items, or cost to the contractor and/or supplier in connection therewith. The price stipulated below shall be the amount of extra or credit applied to the contract for the increase or decrease in the scope of work.

Unit Prices for Base Bid GC-1 (General Construction)

The General Contractor shall state the complete amount to provide and install the following:

- 1. Unit Price: Contractor shall state the amount to replace Gypsum Decking with new Structural Steel Decking. \$ 9.50 per SF
- 2. Unit Price: Contractor shall state the amount to raise through-wall flashings, including removal/replacement of brick masonry as per details on A3 03. \$ 140.00 per LF

The Board of Education hereby reserves the right to accept or reject any item set forth individually in Paragraph Nine above. The Owner may determine the lowest bid by adding one base bid to other base bid(s) and/or by adding to or deducting from those base bid(s), additive or deduct alternates, unit prices, or substitutions, if any, which the Owner elects to accept after the opening of bids.

The Board of Education hereby reserves the right to accept or reject any item set forth individually in Paragraph Nine above. The Owner may determine the lowest bid by adding one base bid to other base bid(s) and/or by adding to or deducting from those base bid(s), additive or deduct alternates, unit prices, or substitutions, if any, which the Owner elects to accept after the opening of bids.

Tenth: BID SECURITY

Each bidder shall deposit with his bid a bid bond, bank draft, or certified check in the amount of not less than five percent (5%) of the Base Bid made payable to:

Board of Education, West Islip Union Free School District in the amount:

Eighty-seven thousand Two Hundred \$ 87,250.00
fifty and zero cents

AND agrees such surety shall be a measure of liquidated damages should he default in delivery of agreement.

Eleventh: COMPLETION (Contractor shall fill in number of days)

It is intended that the work under this contract be completed substantially within 30 consecutive calendar days after receipt of authorized letter of intent issued by the District.

Twelfth: NON-COLLUSIVE BIDDING CERTIFICATION

General Municipal Law, Section 103-d
(Submit with Bid Proposal Form)

- A. By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, and if this is a joint bid each party hereto certifies as to its own organization, under penalty of perjury that to the best of the bidder's knowledge and belief:
 - 1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in this bid have

WEST ISLIP UNION FREE SCHOOL DISTRICT

BID PROPOSAL FORM

not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall award be made where A-1, 2, and 3 above have not been complied with provided, however, that if in any case the bidder shall so state and shall furnish with a bid a signed statement which sets forth in detail the reasons therefore, where A-1, 2, and 3 above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency, or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder: (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute without more, a disclosure within the meaning of Paragraph A above.

C. If the bidder is a corporation, the corporation shall be deemed to have been authorized by the Board of Directors of the bidder to make the above certification and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

(Seal of Corporation) More Roofing, Inc.
Corporate or Company Name

By: [Signature] President
Signature Title

Date: 4/23/24

Thirteenth: On acceptance of this proposal for said work, the undersigned hereby binds himself or themselves to enter into written contract with the Board of Education within ten (10) days of date of notice of award, and to comply in all respects with the provisions set forth in "Instructions for Bidders" and "General Conditions of Contract" in relation to security for the faithful performance of the terms of said contract.

IF A CORPORATION (Seal of corporation):

NAME
Brian Morrell
President

ADDRESS
PO Box 445, Remsenburg, NY 11960

Toni Jo Morrell
Secretary

PO Box 445, Remsenburg, NY 11960

Toni Jo Morrell

PO Box 445, Remsenburg, NY 11960

WEST ISLIP UNION FREE SCHOOL DISTRICT

BID PROPOSAL FORM

Treasurer

IF A FIRM: N/A

NAME OF MEMBERS

ADDRESS

N/A

N/A

PROPOSED EQUIVALENT FORM

Project: Roof Replacement at the Masera Learning Center
 Name of Bidder (Corporate Name): More Roofing, Inc.
 Date: 4/29/24 Prime Contract For: West Islip UFSO

In accordance with Instructions to Bidders, Article 8, the above listed Bidder proposes the following materials, equipment, or methods for consideration by the Architect as equivalents to those specified or shown in the Contract Documents, and for incorporation into the Work at no additional cost to the Owner. The Contractor is aware of the risk of acceptance.

Project Manual Section Number and Specified Product	Proposed Equivalent
<u>N/A</u>	<u>N/A</u>

PROPOSED SUBSTITUTION FORM

The Base Bid Contract Sum proposed by the undersigned on the preceding Bid Proposal Form is based upon all items exactly as shown and described in the Contract Documents. For the Owner's consideration, the Bidder proposes the following substitute materials, equipment, or methods to be used in the work, in lieu of those specified, with a credit for cost savings to the Owner if accepted. Refer to Article 8(c) of the Instructions to Bidders.

	Specified Product and Section Number	Proposed Substitute	Credit Amount
1.	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>
2.	_____	_____	\$ _____
3.	_____	_____	\$ _____

Name of Bidder (Corporate Name): More Roofing, Inc.
Date: 4/29/2024 By: [Signature]
Signature of Corporate Officer

IRAN DIVESTMENT ACT COMPLIANCE RIDER

FOR SCHOOL DISTRICTS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The District may award a bid to a bidder who cannot make the certificate on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Brian Morrell, being duly sworn, deposes and says that he/she is the President of the More Roofing, Inc. Corporation and that neither the Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.



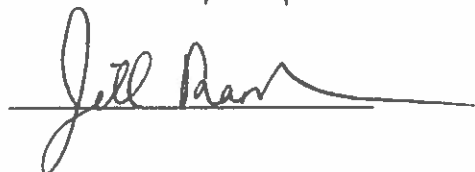
SIGNED

SWORN to before me this

26th day of April

2024

Notary Public:



Jill Raeder
Notary Public, State of New York
Reg. No. 01RA6248032
Qualified in Suffolk County
Commission Expires 09/06/2027

**DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Bidders shall complete this form if they cannot certify that the bidder /contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder: _____

Address of Bidder: _____

Has bidder been involved in investment activities in Iran? _____
Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate) _____

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not, have the investment activities increased or expanded since April 12, 2012? _____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, _____ being duly sworn, deposes and says that he/she is the
_____ of the _____ Corporation and the foregoing

is true and accurate.

SIGNED

SWORN to before me this

_____ day of _____

20____
Notary Public: _____

N/A

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder:

More Roofing, Inc.

2. Type of Business Entity:

Corporation - Roofing

3. If the bidder is a corporation, state the date and place of incorporation of the corporation. If a partnership, state the date of organization and type of partnership. If individually owned, state the date of organization. If the form of your organization is other than those listed above, please describe.

1/24/2008, New York

4. For how many years has the bidder done business under its present name, and how many years has your organization been in business as a contractor?

16 years

5a. List the persons who are directors, officers, principals, owners, managerial employees or partners in the bidder's business.

Brian J. Morrell - President Mark Maler - Foreman

Toni Jo Morrell - Secretary/Treasurer Zbignew Poplawski - Foreman

5b. Under what other or former names has your organization operated?

More Consulting, Corp.

More Contracting & Consulting, Inc.

6. Have any of the persons listed in Number 5 owned/operated/been shareholders in any other companies? If so, please state name of the person(s) who has owned/operated/been shareholders and name(s) of other companies:

Brian Morrell -

GM's Realty

More Contracting & Consulting Inc.

M's Times Three Corp.

More Consulting Corp.

7. Has your organization ever failed to complete any work awarded to it?

NO

8. Has any director, officer, owner or managerial employee had any professional license suspended or revoked? If the answer to this question is yes, list the name of the individual, the professional license he/she formerly held, whether said license was revoked or suspended and the date of the revocation or suspension.

NO

9. During the three year period preceding the submission of this bid, has the bidder been found guilty of any OSHA Violations? If the answer to this question is yes, describe the nature of the OSHA violation, an explanation of remediation or other steps taken regarding such violation(s).

NO

10. During the five year period preceding the submission of this bid, has the bidder been charged with any claims pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities? If the answer to this question is yes, list the persons making such claim against the bidder, a description of the claim, the status of the claim, and what disposition (if any) has been made regarding such claim.

NO

11. During the five year period preceding the submission of this bid, has the bidder been named as a party in any lawsuit in an action involving a claim for personal injury or wrongful death arising from performance or work related to any project in which it has been engaged? If the answer to this question is yes, list all such lawsuits, the index number associated with said suit and the status of the lawsuit at the time of the submission of this bid.

NO

12. During the five year period preceding the submission of this bid, has the bidder been the subject of an investigation and/or proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements? If the answer to this question is yes, please list each such instance of the commencement of a Department of labor proceeding, for which project such proceeding was commenced, and the status of the proceeding at the time of the submission of this bid.

No

13. During the five year period preceding the bidder's submission of this bid, has the bidder been the subject of an investigation and/or proceeding before any law enforcement agency, including, but not limited to any District Attorney's Office? If the answer to this question is yes, please list each such instance, the law enforcement agency, the nature of the proceeding, the project for which such proceeding was commenced, if applicable to a project, and the status of the proceeding at the time of the submission of this bid.

No

14. During the five year period preceding the bidder's submission of this bid, has the bidder been the subject of proceedings involving allegations that it violated the Workers' Compensation Law including, but not limited to the failure to provide proof of worker's compensation or disability coverage and/or any lapses thereof. If the answer to this question is yes, list each such instance of violation and the status of the claimed violation at the time of the submissions of this bid.

No

15. Has the bidder, its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment during the five years preceding the submission of this bid? If the answer to this question is yes, list the name of the individual convicted or indicated, the charge against the individual and the date of disposition of the charge.

No

16. During the five year period preceding the bidder's submission of this bid, has the bidder been charged with and/or found guilty of any violations of federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations? If the answer to this question is yes, list the nature of the charge against the bidder, the date of the charge, and the status of the charge at the time of the submission of this bid.

NO

17. Does the bidder have any major construction projects ongoing at the time of the submission of this bid? If the answer to this question is yes, list the projects on which the bidder is currently working, the percentage complete, and the owner, architect, contract amount and the expected date of completion of said project. State total worth of work in progress and under contract.

See Attached

18. Has the bidder ever been terminated from a Project by the Owner? If the answer to this question is yes, list the projects on which the bidder was terminated, the nature of the termination (convenience, suspension, for cause), and the date of said termination.

No

PROJECTS UNDERWAY ON THIS DATE:

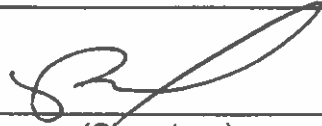
PROJECT	OWNER	ARCHITECT ENGINEER	CONTRACT AMOUNT	PERCENT COMPLETE	SCHEDULED COMPLETION DATE	NAME, ADDRESS, & TEL. NO. OF REFERENCED CONTRACT
Eastport South Manor JR/SR School	Eastport South Manor CSD	H2M Architects & Engineers	9,878,100.00	90%	5/1/2024	Dana Gearity 631-756-8000 538 Broad Hollow Road, 4th Floor East, Melville, NY 11747
Sunrise Senior Living	Sunrise Senior Living Management, Inc.	ARMKO Industries, INC	1,007,157.48	95%	4/30/2024	Jack McGovern 214-837-4064 1320 Spinks Road Flower Mound, Texas 76028
Mastic Moriches Public Library	Mastic Moriches Community Library	H2M Architects & Engineers	868,158.26	95%	4/25/2024	Rick Wiersma 631-756-8000 538 Broad Hollow Road, 4th Floor East, Melville, NY 11747
Made to Move Tennis	Made to Move Tennis & Wellness		103,818.34	65%	8/1/2024	Michael Cinarella 631-449-1981 5 S Jersey Ave Setauket, NY 11733
Town of Riverhead Ambulance	Town of Riverhead		83,781.50	40%	8/1/2024	Shannon Clifford 631-727-3200 1285 Putski Street Riverhead, NY 11901
Mattituck JR. SR. High School	Mattituck-Cutchogue UFSD		2,957,902.50	80%	7/1/2024	Tom Kelly 631-398-4242 385 Depot Lane Cutchogue, NY 11935
Southside Middle School	Rockville Center UFSD	BBS Architects	1,600,650.00	95%	4/30/2024	Joe Abruzzo 631-766-1268 244 E Main St Patchogue, NY 11772
Milton Olive Middle School	Wyandanch UFSD	H2M Architects & Engineers	425,000.00	10%	10/1/2024	Rick Wiersma 631-756-8000 538 Broad Hollow Road, 4th Floor East, Melville, NY 11747

19. Are there any other judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

NO

Dated: 4/23/24

By: _____



(Signature)

Brian J. Morrell, President
(Print Name and Title)

Sworn to before me this

23rd day of April, 2024


Jill Raeder
Notary Public

Jill Raeder
Notary Public, State of New York
Reg. No. 01RA6248032
Qualified in Suffolk County
Commission Expires 09/06/2027


CERTIFICATION REGARDING WORKPLACE SEXUAL HARASSMENT/TRAINING

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

If this is submitted by a corporate entity, the certification shall be deemed to have been authorized by the board of directors (or comparable entity) of the bidder, and such authorization shall be deemed to include the signing and submission of this bid and the inclusion therein of this certification as the act and deed of the corporate entity.

Name of Bidder: More Roofing Inc. (Print)
 (Signature)
Brian J. Morrell (Print Name)
President (Print Title)
Date: 4/23/24

Jill Raeder
Notary Public, State of New York
Reg. No. 01RA6248032
Qualified in Suffolk County
Commission Expires 09/06/2027

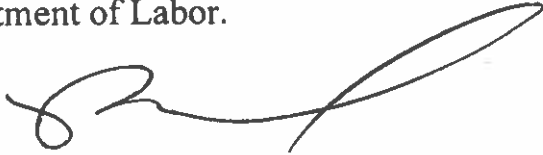
4/23/24


More Roofing, Inc.
19 Old Dock Road
Yaphank, New York 11980
Phone: (631)924-1414 Fax: (631)924-5514

April 25th, 2024

To Whom it may concern,

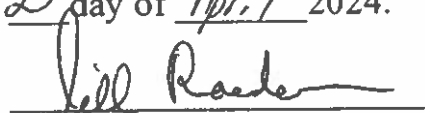
Let this letter serve as Certification that More Roofing, Inc, has been in Business for over Five (5) years with the name of More Roofing, Inc. and is currently not disbarred from bidding or working on public works projects by the New York State Department of Labor.



Brian J. Morrell
President

Sworn to before me this.

^{7th}
25 day of April 2024.



Notary Public

Jill Raeder
Notary Public, State of New York
Reg. No. 01RA6248032
Qualified in Suffolk County
Commission Expires 09/06/2027

MAJOR PROJECTS COMPLETED IN LAST FIVE YEARS

PROJECT	OWNER	ARCHITECT ENGINEER	CONTRACT AMOUNT	PERCENT COMPLETE	SCHEDULED COMPLETION DATE	NAME, ADDRESS, & TEL. NO. OF REFERENCED CONTRACT
Hempstead UFSD Various Schools	Hempstead Public Schools	BBS Architects	10,126,000.00	100%	1/22/2024	Joe Abruzzo 631-766-1268 244 E Main St Patchogue, NY 11772
Long Island High School for the Arts	Nassau Boces	Mark Design Studios Architecture, P.C.	365,000.00	100%	3/1/2024	Tom Peterson 516-627-4240 276 N Broadway Hicksville, NY 11801
Cutchogue East Elementary School	Mattituck-Cutchogue UFSD		1,333,550.85	100%	1/5/2024	Tom Kelly 631-298-4242 885 Depot Lane Cutchogue, NY 11935
ADESA Long Island	ADESA New York, LLC	Gale Engineering and Architecture	1,908,580.00	100%	11/4/2022	Sam Moore 781-803-6771 83 Libbey Parkway Weymouth, MA 02189
Little Britain Elementary School	Washingtonville CSD	Honeywell Building Solutions	795,000.00	100%	9/9/2022	Bob Corcoran 845-702-3265 5 DeLoza Dr #120 New Hyde Park, NY 11042
Long Beach High School & West Elementary	Long Beach Public Schools	Honeywell Building Solutions	2,648,887.00	100%	1/3/2020	Bob Corcoran 845-702-3265 5 DeLoza Dr #120 New Hyde Park, NY 11042
Central Islip Senior Center	Town of Islip Department of Public Works		114,000.00	100%	7/19/2019	Carol Charchetta 631-219-2687 60 Irish Lane, East Islip, NY 11730
Centerport Fire District	Centerport Fire District		48,348.86	100%	5/13/2022	Wayne Kallier 631-251-6916 6 Park Circle Centerport, NY 11721

More Roofing Corp.
19 Old Dock Road
Yaphank, NY 11980
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2019:

Bayshore FD	Low Bidder	Job Awarded	9/13/19
Men on the Move Woodbury	Low Bidder	Job Awarded	5/19/19
Central Islip Senior Center	Low Bidder	Job Awarded	5/24/19
Rocky Point HS & Frank Carasiti School	Low Bidder	Job Awarded	3/14/19
Malveme HS	Low Bidder	Job Awarded	5/24/19
Zebra Technologies	Low Bidder	Job Awarded	4/26/19

2020:

444 Second Ave	Not Low Bidder		
Albany Ave Town of Babylon	Not Low Bidder		
Baldwin Public Library	Not Low Bidder		
Briarcliff Manor	Low Bidder	Job Awarded	8/20/20
Comsewogue - Terryville	Not Low Bidder		
Connetquot Admin Building	Not Low Bidder		
DPW Cedar Point	Low Bidder	Job Awarded	3/20/20
DPW Sagtikos Manor	Low Bidder	Job Awarded	1/21/21
East Islip UFSD - Timberpoint ES	Low Bidder	Job Awarded	5/15/20
Glen Cove CSD Landing ES	Not Low Bidder		
Great Neck - Lakeville ES	Low Bidder	Job Awarded	4/24/20
Great Neck - Saddle Rock ES	Low Bidder	Job Awarded	6/26/20
Half Hollow Library	Low Bidder	Job Awarded	1/15/21
Huntington MS	Not Low Bidder		
Lynwood ES	Low Bidder	Job Awarded	9/25/20
MacArthur Wall Panels	Not Low Bidder		
Medford FD	Not Low Bidder		
Oceanside Sanitation	Low Bidder	Job Awarded	4/10/20
Patchogue Medford Library	Not Low Bidder		
Riverhead FD	Not Low Bidder		
Rockville Center Police Station	Not Low Bidder		
Town of Babylon - 2 Parks	Not Low Bidder		
Town of Babylon Tanner Park	Not Low Bidder		
UPS Bids	Not Low Bidder		
West Suffolk Boces	Not Low Bidder		

2021:

Amazon Holbrook	Low Bidder	Job Awarded	10/29/21
Adesa Long Island	Low Bidder	Job Awarded	5/6/22
Amazon Brooklyn	Not Low Bidder		
Amazon Central Islip	Not Low Bidder		
Amazon Maspeth	Not Low Bidder		
ARTCC Ronkonkoma Gutters	Not Low Bidder		
Audio Lab	Not Low Bidder		
Autozone Hampton Bays	Not Low Bidder		
Austin Blvd- Rob Riener	Not Low Bidder		
AVR Realty	Not Low Bidder		
Babylon Salt Shed	Low Bidder	Job Awarded	3/26/21
Bedford FD	Not Low Bidder		
Best Buy - Long Island City	Not Low Bidder		
Bethpage Water District	Not Low Bidder		
BJ's Commack	Not Low Bidder		
Brookfield Properties	Not Low Bidder		
Brookhaven Animal Shelter	Low Bidder	Job Awarded	
Center Moriches Fire Dept	Low Bidder	Job Awarded	10/15/21
Cohalan Court House	Low Bidder	Job Awarded	5/21/21
Commack UFSD	Not Low Bidder		
Comsewogue UFSD New Field House	Not Low Bidder		
Cutchogue ES	Low Bidder	Job Awarded	4/29/22
Dobbs Ferry - Honeywell	Not Low Bidder		
East Islip FD	Low Bidder	Job Awarded	3/5/31
Elwood UFSD	Low Bidder	Job Awarded	6/30/22
Farmingville Substation 2	Low Bidder	Job Awarded	2/4/22
Freeport Housing Authority	Not Low Bidder		
Gabricelli Truck Sales	Not Low Bidder		
Huntington Shopping Center	Not Low Bidder		

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JFK Conduit Ave	Not Low Bidder		
Little Britain ES	Low Bidder	Job Awarded	7/8/22
Long Beach High School Stair Tower 6	Low Bidder	Job Awarded	2/4/22
Mamaroneck UFSD	Not Low Bidder		
Mastic Library	Not Low Bidder		
Maittuck Cutchogue UFSD	Low Bidder	Job Awarded	6/24/22
Medusa Wyoming	Not Low Bidder		
Mineola FD	Not Low Bidder		
3Mineola Cafeteria Addition	Not Low Bidder		
Nassau Buces - Carman Road	Not Low Bidder		
North Babylon UFSD	Not Low Bidder		
North Shore CSD	Not Low Bidder		
Northwell Health	Not Low Bidder		
Our Lady of Assumption	Not Low Bidder		
Plainedge Fitness Center	Not Low Bidder		
Plainview Water	Not Low Bidder		
Port Washington FD	Not Low Bidder		
Port Washington Library	Not Low Bidder		
Red Lobsters	Not Low Bidder		
Rochester Airport	Not Low Bidder		
Rockville Center Senior Center	Not Low Bidder		
Roosevelt Academy	Not Low Bidder		
Saddle Rock - Renu	Low Bidder	Job Awarded	8/6/21
Scarsdale UFSD	Not Low Bidder		
SCWA - Various Buildings	Low Bidder	Job Awarded	10/22/21
Smithtown Accomsett ES Shingles	Low Bidder	Job Awarded	7/9/21
South Hampton Ambulance	Not Low Bidder		
Seaford Public Library	Low Bidder	Job Awarded	10/8/21
Springs UFSD	Low Bidder	Job Awarded	7/15/22
St. Bernards	Not Low Bidder		
St. Joseph College Student Center	Not Low Bidder		
Syosset High School	Not Low Bidder		
Uniondale UFSD - Walnut ES	Not Low Bidder		
Village of Island Park Fire House	Not Low Bidder		
Viscardi Center	Not Low Bidder		
Walt Whitman HS	Not Low Bidder		
West Sayville FD	Not Low Bidder		
Wheatley Heights HS	Not Low Bidder		
Yaphank Industrial Warehouse	Not Low Bidder		
 2022:			
30 Park Lane	Not Low Bidder		
260 Moffit Blvd	Not Low Bidder		
AHRC Freeport	Low Bidder	Job Awarded	6/8/22
Baldwin UFSD	Low Bidder	Job Awarded	9/30/22
Bayshore UFSD	Not Low Bidder		
Carle Place - Rushmore Ave School	Not Low Bidder		
College Point Logistics Center	Not Low Bidder		
Central Islip FD Sub Station	Not Low Bidder		
Eastchester MS	Not Low Bidder		
FAA - Virginia Beach	Low Bidder	Job Awarded	5/5/23
Family Dollar Central Islip	Low Bidder	Job Awarded	5/9/22
Floral Park Library Johnson Controls	Low Bidder	Job Awarded	1/20/23
Gabreski Airport Hangar B	Not Low Bidder		
Garden City Municipal Garage	Not Low Bidder		
Georgelown Shopping Center	Not Low Bidder		
Great Neck UFSD - Field House	Not Low Bidder		
Hampton Bays UFSD	Not Low Bidder		
Harborfields MS&HS	Not Low Bidder		
Herricks UFSD	Low Bidder	Job Awarded	4/22/22
Islip Ambulance Facility	Not Low Bidder		
James Dever Elementary - Valley Stream	Low Bidder	Job Awarded	9/8/23
Kimco - Market at Bayshore	Not Low Bidder		
Kimco - Bridgewater Promenade	Not Low Bidder		
Kimco - Commons at Holmdel NJ	Not Low Bidder		
Kimco - Edgewater Commons NJ	Not Low Bidder		
Lakeland FD	Low Bidder	Job Awarded	12/23/22
Lawrence HS	Not Low Bidder		

More Roofing Corp.

19 Old Dock Road

Yaphank, NY 11980

Phone: (631) 924-1414 Fax: (631) 924-5514

Lawrence MS	Low Bidder	Job Awarded	4/22/22
Locust Valley Potlin Shed	Low Bidder	Job Awarded	8/26/22
Longwood EPDM Entrance	Low Bidder	Job Awarded	9/23/22
Massapequa UFSD	Not Low Bidder		
Merrick Commons	Not Low Bidder		
Mineola HS	Low Bidder	Job Awarded	8/19/22
Mount Saint Mary's Cemetery	Not Low Bidder		
Ncc Culinary Center	Low Bidder	Job Awarded	3/25/22
North Fork Storage	Not Low Bidder		
North Shore Central SD	Not Low Bidder		
Northwell Health	Not Low Bidder		
Paramount Stage	Low Bidder	Job Awarded	12/2/22
Parsons ES	Not Low Bidder		
Plainedge UFSD GYM	Not Low Bidder		
Plainview Water District	Not Low Bidder		
Port Washington Library	Not Low Bidder		
Riverhead Jails	Low Bidder	Job Awarded	1/12/23
Sag Harbor UFSD	Not Low Bidder		
Sag Harbor UFSD - Pierson School	Not Low Bidder		
Sayville FD	Not Low Bidder		
SWR CSD	Not Low Bidder		
Smithtown CSD - West HS	Low Bidder	Job Awarded	4/14/23
Southside MS	Low Bidder	Job Awarded	4/14/23
St. Albans Vet Housing	Not Low Bidder		
St. Joseph Church Kings Park	Not Low Bidder		
St. Mark's Church	Not Low Bidder		
St. Patrick's Church	Not Low Bidder		
Sunrise Living - Holbrook	Low Bidder	Job Awarded	11/24/23
Syosset CSD	Not Low Bidder		
Syosset HS Partial Roof Replacement	Low Bidder	Job Awarded	4/13/23
Village of Greenport - Roofs Multiple	Not Low Bidder		
Walt Whitman HS - Art Gallery Addition	Low Bidder	Job Awarded	6/16/23
West Islip UFSD	Not Low Bidder		
Westbury UFSD	Not Low Bidder		
Woodbury Club House	Not Low Bidder		
YMCA - East Hampton	Not Low Bidder		

2023:

Arthur Kill	Not Low Bidder		
Baldwin UFSD General Roof Repairs	Not Low Bidder		
Bay Shore - Renu	Not Low Bidder		
Beach Channel HS	Not Low Bidder		
Bethpage Warehouse	Not Low Bidder		
Brentwood Special Services Belfor	Low Bidder	Job Awarded	7/1/23
Ceaser's Bay	Not Low Bidder		
Caroline G Atkinson School - Freeport	Not Low Bidder		
Central Islip Library	Not Low Bidder		
Cherry Ave E.S.	Not Low Bidder		
Commack H.S. - Renu	Not Low Bidder		
Deer Park Public Library	Not Low Bidder		
Eastport South Manor HS	Low Bidder	Job Awarded	5/19/23
Eastport South Manor - Renu	Not Low Bidder		
Farmingville FD	Low Bidder	Job Awarded	9/15/23
Freeport UFSD - John W Dodd	Not Low Bidder		
Freeport UFSD - Columbia Ave School	Low Bidder	Job Awarded	1/24/24
Gabreski Westhampton Beach	Low Bidder	Job Awarded	6/1/23
Great Neck Library - Entry Patio	Not Low Bidder		
Hempstead UFSD - Various Schools	Low Bidder	Job Awarded	5/26/23
Hicksville Library - Michael Marks	Low Bidder	Job Awarded	1/10/24
Hommock M.S. - Honeywell	Not Low Bidder		
Kimco - Syosset Corners	Not Low Bidder		
Kimco - Townpath Corners	Not Low Bidder		
Kimco - Forest Ave SC	Not Low Bidder		
Kimco - Hampton Bays	Not Low Bidder		
Kimco - Little Neck Plaza	Not Low Bidder		
Kimco - Woodbury Commons	Not Low Bidder		
Mamaroneck Ave School - Honeywell	Not Low Bidder		
Massapequa Park Community Center	Not Low Bidder		
Mastic Moriches Shirley Library	Low Bidder	Job Awarded	4/28/23

More Roofing Corp.

19 Old Dock Road

Yaphank, NY 11980

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Mattituck HS - CIS	Low Bidder	Job Awarded	8/11/23
Mineola MS	Not Low Bidder		
Nassau Boces - LIHSA	Low Bidder	Job Awarded	11/27/23
Nassau Boces Maintenance Repairs	Not Low Bidder		
Old Navy - Airport Plaza	Low Bidder	Job Awarded	10/2/23
Oyster Bay East Norwich CSD	Not Low Bidder		
Planview - Old Bethpage CSD	Not Low Bidder		
Roosevelt Yard	Not Low Bidder		
Sunset Mall Buildings 6&7	Not Low Bidder		
Syosset CSD - Village ES	Not Low Bidder		
Tappan FD	Not Low Bidder		
Wyandanch UFSD - Milton Olive MS	Low Bidder	Job Awarded	TBD
Yaphank Clinic BLDG 706	Not Low Bidder		
YMCA Bid Replacement	Not Low Bidder		

More Roofing
 10 Old Dock Road
 Yaphank, NY 11980
 Phone: (631) 924-1414 Fax: (631) 924-5514

**Statement of Qualifications
 CAPITAL EQUIPMENT LISTING**

Transportation Equipment:

<u>Year</u>	<u>Manufacturer</u>	<u>Model</u>
2008	CHEVY BLAZER	TRAILER
2008	CHEVROLET	COLORADO
2009	CHEVROLET	SILVERADO K2500 HEAV
2008	GMC	C4500 C4C042
2008	GMC	5500 W55042- HD
2013	PJ	TRAILER
2015	FORD	F150 SUPER CAB
2016	GMC	DENALI
2016	FORD	ECONOLINE E350 SUPER
2016	FORD	TRANSIT CONNECT XL
2016	CHEVROLET	SILVERADO K2500 HEAV
2016	CHEVY	G3500
2016	CHEVROLET	UTILITY VAN
2016	CARGO MATE	TRAILER
2017	CHEVROLET	G350 CARGO VAN
2017	CHEVROLET	G350 CARGO VAN
2019	CHEVROLET	SUBURBAN
2019	FORD	Transit Econobox
2019	FORD	450 ECONOLINE EXPRESS VAN
2019	FREIGHTLINE	114SD CRANE
2019	HAULMARK	TRAILER
2020	CHEVY	6500 DUMP

<u>Equipment</u>	<u>Quantity</u>	<u>Manufacturer</u>	<u>Model</u>
angle grinder	1	Bosch	9"
chain saws	2		
chop saws:			
gas chop saws	2	Dewalt	10" Blade
gas chop saws	3	Makita, 12" Blade	12" Blade
	2	Stihls, 12" Blade	12" Blade
compressors:			
	2	Porter Cable	
	1		
drain snake	1	Coleman	Ridgid
drills:			
Hammer	10		
Right Angle	15	Bosch	various
	1	Makita	
foam application	4		2008
		Heated Predator (custom)	
fork lift	3	various	
generators:			
6000 Watt Generator & 16 Cubic Foot Job Box (OSHA approved)	1		
	5	Briggs & Stratton	
	2	Dewalt	
	4	Honda	

CAPITAL EQUIPMENT LISTING

<u>Equipment</u>	<u>Quantity</u>	<u>Manufacturer</u>	<u>Model</u>
heat guns:	12	various	
	2	Leister	Triac
ground blowers:	10	Honda	
Asbestos Removal Equipment			
		all required items per OSHA requirements	
heavy duty hoist:	2		
jack hammer			
	1	Hilti	TE 706
metal bender	1	Tennsmith	
metal shears	1	Tennsmith	
power ladder	1		
power washers:		Honda	18 HP
roof cutters:	4	Rhino	
roof kettles	5		
roof sweeper	1		40'
roof vac's:	2		Gaint Vac Classic
Giant			
shop vac's:	10	various	
sky fires	2		
table saws:	2		
tar cleaner	1	Honda	GX 270
trash shoot hooper	1		
water pumps:	10	various	
Ripping Shovels	30	various	
Wheel barrels	10	various	

More Roofing, Inc.
19 Old Dock Road
Yaphank, NY 11980
Phone: (631) 924-1414 Fax: (631) 924-5514

QUALIFICATIONS OF BIDDERS

April 9, 2024

Experienced Staff & Technical Organization:

Brian J. Morrell, President, 25 years roofing experience
Toni Jo Morrell, Secretary/Treasurer, 18 years experience
Mark Maler, Foreman, 19 years roofing experience
Zbigwneiw Poplawski, Foreman, 19 years roofing experience

More Roofing, Inc. maintains an office with full-time personnel at a commercial space at 19 Old Dock Road, Yaphank, NY.

Should you have any questions, or require any additional information, please do not hesitate to contact our office at (631)924-1414.

Thank you,
MORE ROOFING, INC.

Brian J. Morrell

President

MORE ROOFING, INC.
19 OLD DOCK ROAD
YAPHANK, NY 11980
PHONE: (631)924-1414

April 25th, 2024

To Whom it May Concern,

Let this letter serve as a sworn written statement that More Roofing, Inc will complete at least 25 percent of the work with its own forces. General Conditions, Mobilization, etc. will not count towards the 25 percent. Let it be said.



Brian J. Morrell, President

More Roofing, Inc

Jill Raeder
Notary Public, State of New York
Reg. No. 01RA6248032
Qualified in Suffolk County
Commission Expires 09/06/2027



MORE ROOFING, INC.

19 OLD DOCK ROAD

YAPHANK, NY 11980

PHONE: (631)924-1414

April 25th, 2024

To Whom it May Concern,

Let this letter serve as a sworn testimony to the fact that the Bidder, More Roofing, Inc. is not involved in bankruptcy proceedings, and is financially stable, and able to complete all as shown in the attached Bid.



Brian J. Morrell, President

More Roofing, Inc

Jill Raeder

Notary Public, State of New York

Reg. No. 01RA6248032

Qualified in Suffolk County

Commission Expires 09/06/2027



WI

WEST ISLIP UNION FREE SCHOOL DISTRICT

100 Sherman Avenue • West Islip, NY 11795
TEL: 631.930.1510 FAX: 631.893.3223

Food Services Department
Melanie Steinweis
School Lunch Manager

MEMORANDUM

TO: Elisa Pellati
FROM : Melanie Steinweis
DATE: 6/11/2024
RE: Breakfast Exemption

Please include the attached resolution on the June 18, 2024 agenda for the Board of Education approval.

Thank you,

RESOLVED, that the West Islip Union Free School District shall request an exemption from implementing a school breakfast program in the below listed schools for the 2024-2025 school year.

**BAYVIEW ELEMENTARY SCHOOL
MANETUCK ELEMENTARY SCHOOL
OQUENOCK ELEMENTARY SCHOOL
PAUL J. BELLEW ELEMENTARY SCHOOL**

June, 2024

WI
WEST ISLIP PUBLIC SCHOOLS
West Islip, New York 11795

**DISTRICT PLAN FOR
SPECIAL EDUCATION
2024-2026**

Submitted by Jeanne M. Dowling
Director of Special Education

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

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WEST ISLIP MISSION STATEMENT

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

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

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

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

The West Islip Union Free School District will generally strive to ensure that all students receive all special education and related services for which the Committee on Special Education has determined are appropriate for a particular student during that student's regular school day, as applicable to the building in which he or she is placed. Special education and/or related services will not be provided outside of the regular school day unless the Committee on Special Education has determined that such services are necessary in order for the applicable student to receive a free appropriate public education.

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

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

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

Special Classes 15:1, 15:1:1

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

Integrated Co-Teaching

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

Consultant Teacher

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

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

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

Resource Room

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

Related Services

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

School Psychological Services

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

Counseling as a Related Service

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

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

Social Worker

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

Speech Language and Hearing Services

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

Physical Therapy

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

Occupational Therapy

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

**School-Age Child Count by Age and Disability
October 2023 Snapshot
(Students Receiving Special Education Services
as of October 4, 2023)**

Line Number	Disability (As of Snapshot Date)	Age as of October 4, 2023						
		Total Ages 4-5	Total Ages 6-11	Total Ages 12-13	Total Ages 14-17	Total Ages 18-21	Grand Total for 2023-24	Grand Total for 2022-23
01	Autism	14	30	8	21	5	78	75
02	Emotional Disability	0	0	2	4	1	7	9
03	Learning Disability	0	70	41	115	4	230	239
04	Intellectual Disability	0	6	1	6	1	14	12
05	Deafness	0	1	0	0	0	1	1
06	Hearing Impairment	0	0	0	1	0	1	0
07	Speech or Language Impairment	62	124	3	1	0	190	164
08	Visual Impairment (Includes Blindness)	1	1	0	0	0	2	1
09	Orthopedic Impairment	0	1	0	1	0	2	2
10	Other Health Impairment	7	66	49	99	0	221	228
11	Multiple Disabilities	2	2	1	2	2	9	9
12	Deaf-Blindness	0	0	0	0	0	0	0
13	Traumatic Brain Injury	0	0	0	0	0	0	0
14	Total (Lines 1-13)	86	301	105	250	13	755	740

School-Age LRE Setting Report October 2023 Snapshot

Recommended Settings

All School-Aged Children with Disabilities Receiving Services on October 4, 2023
Ages 5 who are in Kindergarten through 21, as of October 4, 2023

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

		A	B	C	D	E	F
Line Number	Time INSIDE Regular Classroom	Age Group				Total (10/4/2023)	Total (10/5/2022)
		5-11	12-13	14-17	18-21		
01	80% or more	<u>269</u>	<u>72</u>	<u>122</u>	<u>1</u>	<u>464</u>	<u>445</u>
02	40% to 79%	<u>12</u>	<u>14</u>	<u>35</u>	<u>0</u>	<u>61</u>	<u>72</u>
03	Less than 40%	<u>64</u>	<u>7</u>	<u>10</u>	<u>2</u>	<u>83</u>	<u>84</u>
04	Total	<u>345</u>	<u>93</u>	<u>167</u>	<u>3</u>	<u>608</u>	<u>601</u>

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

		A	B	C	D	E	F
Line Number	Type of Setting	Age Group				Total (10/4/2023)	Total (10/5/2022)
		5-11	12-13	14-17	18-21		
01	Separate School	<u>13</u>	<u>5</u>	<u>8</u>	<u>7</u>	<u>33</u>	<u>37</u>
02	Residential Facility	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
03	Hospital (In-patient)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
04	Home Placement by CSE	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>1</u>
05	Total	<u>14</u>	<u>5</u>	<u>8</u>	<u>8</u>	<u>35</u>	<u>39</u>

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

		A	B	C	D	E	F
Line Number	Type of Setting	Age Group				Total (10/4/2023)	Total (10/5/2022)
		5-11	12-13	14-17	18-21		
01	Incarcerated in County Correctional Facilities *	0	0	0	0	0	0
02	Home Schooled by Parental Choice	2	0	1	0	3	5
03	Parentally Placed in Nonpublic School-Receiving Special Education Services	9	7	74	2	92	90
04	Parentally Placed in Nonpublic School-Not Receiving Special Education Services	0	0	0	0	0	0
05	Total	11	7	75	2	95	95

*Or incarcerated in correctional facilities operated by the Department of Corrections (DOCS) as reported by DOCS

Preschool LRE Setting Report October 2023 Snapshot

Preschool LRE Setting Report by Age

Educational Environment		A	B	C	D
		Age 3	Age 4	Total October 4, 2023	Total October 5, 2022
Attending a regular early childhood program for 10 or more hours a week	and receiving the majority of hours of special education and related services in the regular early childhood program	<u>1</u>	<u>9</u>	<u>10</u>	11
	and receiving the majority of hours of special education and related services in some other location.	<u>2</u>	<u>9</u>	<u>11</u>	17
Attending a regular early childhood program for less than 10 hours a week	and receiving the majority of hours of special education and related services in the regular early childhood program	<u>2</u>	<u>5</u>	<u>7</u>	7
	and receiving the majority of hours of special education and related services in some other location	<u>6</u>	<u>11</u>	<u>17</u>	16
Separate Class		<u>12</u>	<u>18</u>	<u>30</u>	29
Separate School		<u>1</u>	<u>0</u>	<u>1</u>	1
Residential Facility		<u>0</u>	<u>0</u>	<u>0</u>	0
Home		<u>14</u>	<u>12</u>	<u>26</u>	19
Service Providers Location		<u>1</u>	<u>0</u>	<u>1</u>	3
Total		<u>39</u>	<u>64</u>	<u>103</u>	103

EVALUATION OF PROGRAMS

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

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

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

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

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

ALLOCATION OF SPACE FOR SPECIAL EDUCATION PROGRAMS

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

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

Special Education Budget

Projected 2024-2025 School Year

Salaries	\$ 9,305,334.09
Tuition	\$ 1,795,000.00
Professional and Technical Services	\$ 1,795,000.00
Service Contracts	\$ 2,500.00
BOCES	\$ 3,202,902.00
Supplies	\$ 50,300.00
	<hr/>
Total	\$ 16,151,036.09
NYS IDEA Grant 611 (**2023-2024)	\$ 1,283,017.00
NYS IDEA Grant 619 (**2023-2024)	\$ 59,599.00
	<hr/>
Total Projected 2024-2025 Budget (*estimated)	\$ 17,493,652.09

APPENDICES

APPENDIX A

BOARD OF EDUCATION POLICY 7610

2016 7610

Students

SUBJECT: SPECIAL EDUCATION: DISTRICT PLAN

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

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

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

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

APPENDIX B

INDEPENDENT EDUCATIONAL EVALUATIONS

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

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

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

PROVIDERS FOR INDEPENDENT EDUCATIONAL EVALUATIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX C

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

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

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

APPENDIX D

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

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

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

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

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

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

CONSULTATION REQUIREMENTS

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

1. Child Find

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

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

2. Provision of Special Education Services

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

3. Use of Federal Funds

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

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

CHILD FIND REQUIREMENT

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

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

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

PARENT CONSENT:

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

Consent for sharing personally identifiable information regarding special education:

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

Consent for initial evaluations and reevaluations:

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

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

Development of the IESP

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

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

Parent Request for Special Education Services

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

Provision of Special Education Services

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

Due Process Complaints

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

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

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

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

OR

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

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

Child Find

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

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

Parent Request for Services

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

Services Plan

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

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

Due Process

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

Costs for Services

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

Homeschooled Students

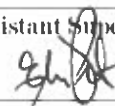
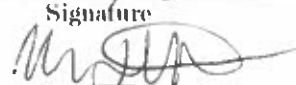
Students with disabilities who are homeschooled and students suspected of having a disability who are homeschooled may be eligible to receive special education services on an equitable basis as compared to students attending the District or nonpublic schools within the District if (i) they have an individualized home instruction plan (IHIP) that the Superintendent of Schools has determined to be in compliance with Section 100.10 of the Regulations of the Commissioner of Education, and (ii) the parents request such services no later than June 1 of the preceding school year. For homeschooled students who are students with disabilities, the Committee on Special Education (CSE) would develop an individualized education services program (IESP) for the student. The IESP would be developed in the same manner and have the same contents as an individualized education program (IEP). An IESP is developed in consideration of the parents' decision to homeschool their child.

**Long Island School Nutrition Directors Association
Participation in the LISNDA Long Island Cooperative (LICOOP)
2024-2025 School Year**

LICOOP MEMBER AGREEMENT

- Participating districts must be a member in good standing of the Long Island School Nutrition Directors Association (LISNDA) and have a School Lunch Manager, or Director, operating their program.
- Districts must provide a signed LICOOP Member Agreement annually before September 1st.
- Districts must provide a signed LICOOP District Resolution annually before September 1st. The Resolution requires school board approval; granting the district permission to participate in the cooperative, and authority for the cooperative to recommend bid awards to the school board. The Resolution should be passed at the yearly reorganization meeting for school districts.
- Districts participating in the LICOOP must remit payment of \$2500 by September 1st to the LICOOP Treasurer. This fee includes administrative, meetings, website, attorney, and advertising costs.
- If the Agreement, Resolution or Annual Fee are not received by September 1st, the district will be unable to participate in the bid cycle for the next school year.
- There are two (2) **MANDATORY** meetings each year, which **must** be attended by a representative of the school district. If a district is not represented at these meetings, without prior acceptable notification to the LICOOP Coordinator, they will be unable to participate in the bid cycle for the next school year.
- A member from each district **must** work on at least one bid team, or administrative position, to assist the LICOOP in meeting its goal of competitive and fair bidding. It is required that **all** members contribute by taking active roles in organizing, preparing, distributing, and analyzing bids, or any other tasks as necessary.
- It is the district's responsibility to actively participate in the bid process which includes, but is not limited to, bid development, item specifications, district volumes, vendor communication, collection of food labels, etc. All established timelines must be met. If timelines are not met, and participation is determined to be absent, the district forfeits bid participation for the remaining bid period and will be unable to participate in the bid cycle for the next school year. There may also be an additional fee up to \$2,000 assessed to cover the cost of completing tasks assigned and not done in a timely fashion. The fee will cover the cost of personnel and time to complete the original task.
- Districts must provide the names and email addresses of the Food Service Director and the Assistant Superintendent of their district. If the employees or email addresses change, the district must notify the Cooperative Coordinator and Secretary immediately.
- It is the district's responsibility to submit the bids to their board of education for award and approval to conduct business with recommended vendors if required.

West Islip Union Free School District

Name of School District <u>m.steinweis@wi.k12.ny.us</u>	<u>e.pellati@wi.k12.ny.us</u>	
Food Service Director - Email Address Elisa Pellati	Assistant Superintendent for Business - Email Address 	<u>5/31/24</u>
Assistant Superintendent for Business - Name Melanie Steinweis	Signature 	Date <u>5/31/24</u>
Food Service Director School Lunch Manager - Name	Signature	Date

**Long Island School Nutrition Directors Association
Participation in the LISNDA Long Island Cooperative (LICOOP)
2024-2025 School Year**

LICOOP DISTRICT RESOLUTION

WHEREAS, It is the plan of a number of public-school districts in Nassau/Suffolk Counties, New York to bid jointly on selected Food Service Commodities, Food and Food Service Supplies for the 2024-2025 school year.

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

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

BE IT RESOLVED, that the BOARD OF EDUCATION FOR West Islip Union Free School District, hereby appoints Long Island School Nutrition Directors Association Long Island Cooperative to represent it in all matters related above, and,

BE IT FURTHER RESOLVED, that West Islip Union Free District Board of Education authorized the above-mentioned cooperative to represent it in all matters leading up to and entering into a contract for the purchase of the above-mentioned commodities, and,

BE IT FURTHER RESOLVED, that West Islip Union Free School District Board of Education agrees to assume its equitable share of the costs of the cooperative bidding, and

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

West Islip Union Free School District

Name of School District

Anthony Tussie

President of the Board of Education - Name

Authorized Signature

Date

May 31, 2024

VIA EMAIL

To the Board of Education and
Ms. Elisa Pellati, CPA
Assistant Superintendent for Business
West Islip Union Free School District
100 Sherman Avenue
West Islip, New York 11795

We are pleased to confirm our understanding of the services we are to provide West Islip Union Free School District (the "District") for the fiscal year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the fiduciary fund, including the disclosures, which collectively comprise the basic financial statements of the District as of and for the fiscal year ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund
3. Schedule of District's Proportionate Share of the Net Pension Asset/(Liability)
4. Schedule of District's Contributions
5. Schedule of Changes in the District's Total Other Post Employment Benefits Liability and Related Ratios

ISLANDIA: 3033 EXPRESS DRIVE NORTH, SUITE 100 • ISLANDIA, NY 11749
WHITE PLAINS: 50 MAIN STREET, SUITE 1000 • WHITE PLAINS, NY 10606
PHONE: (631) 234-4444 • FAX: (631) 234-4234

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our 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 financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements, or in a separate written report accompanying our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards
2. Schedule of Change from Adopted Budget to Final Budget – General Fund and Section 1318 of Real Property Tax Law Limit Calculation
3. Schedule of Project Expenditures – Capital Projects Fund
4. Net Investment in Capital Assets

We will also audit the financial statements of the Extraclassroom Activity Funds as of and for the fiscal year ended June 30, 2025.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. 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 GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single

Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmations. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk of material misstatement as part of our audit planning:

Presumed risk of management override of controls.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the District and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also prepare the financial statements, schedule of expenditures of federal awards, and related notes of the District, and prepare the auditee section of the Data Collection Form in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to preparing the financial statements, schedule of expenditures of federal awards, related notes, and preparation of the auditee section of the Data Collection Form. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes and the auditee section of the Data Collection Form and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our preparation of the financial statements, schedule of expenditures of federal awards and related notes, and preparation of the auditee section of the Data Collection Form and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, related notes and auditee section of the Data Collection Form prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making a draft of the schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to individuals within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies

with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review upon request.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This

responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare schedules we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of R.S. Abrams & Co., LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the New York State Education Department or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of R.S. Abrams & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the New York State Education Department or other oversight agencies. If we are aware that a federal awarding agency, pass-

through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Alexandria Battaglia, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in May 2025 and to issue our reports no later than October 15, 2025. Our fees for these services will be based on the actual time spent at our standard, hourly rates. Our standard, hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended through the date of termination.

Based on our preliminary estimates, the audit fee for the fiscal year ending June 30, 2025 will not exceed \$46,000 for auditing services and \$7,500 for financial statement preparation. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Reporting

We will issue written reports upon completion of our audit of the financial statements and Single Audit. Our reports will be addressed to management and those charged with governance of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on

the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letters of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this letter. This report reflects a peer review rating of pass, which is the highest rating for a peer review.

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

Very truly yours,

R.S. Abrams & Co., LLP

R.S. Abrams & Co., LLP

By: *Alexander Smith, CPA*

Title: Partner

Date: May 31, 2024

R.S. Abrams & Co., LLP:

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

Board of Education President: _____

Date: _____

Assistant Superintendent for Business: _____

Date: _____

Report on the Firm's System of Quality Control

To the Partners of R.S. Abrams & Co., LLP
and the Peer Review Committee of the
Pennsylvania Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of R.S. Abrams & Co., LLP (the firm) in effect for the year ended March 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and an audit of employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of R.S. Abrams & Co., LLP in effect for the year ended March 31, 2023 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. R.S. Abrams & Co., LLP has received a peer review rating of *pass*.

Flaherty Salmin LLP

Rochester, New York
September 21, 2023



Services Agreement Reinstatement

Name of Employer: West Islip Union Free School District

The Services Agreement for the fiscal year Jul 1, 2023 – Jun 30, 2024, entered into by your organization and U.S. OMNI & TSACG Compliance Services, Inc. (OMNI/TSA) is hereby reinstated and amended for the fiscal year Jul 1, 2024 - Jun 30, 2025, with the fee schedule set forth below. This Services Agreement Reinstatement will be effective on July 1, 2024, unless OMNI/TSA is notified in writing by your organization of non-renewal of the Services Agreement with below fee schedule prior to 7/1/2024.

FEE SCHEDULE FOR 2024-2025 YEAR

Billing Type: Preferred Provider Program (P3) P3L

Description	No of Accounts	Rate	Annual Amount
<u>P3 Administrative Fee</u>		\$1,500.00	\$1,500.00
<u>Non-P3 Service Provider 403(b)</u>	14	\$ 36.00	\$ 504.00
<u>Vanguard Accounts</u>	8	4 36.00	\$ 288.00
<u>457(b) Accounts</u>	6		Included
<u>Total 2024-2025</u>			<u>\$2,292.00</u>

**Includes 403(b) ROTH Accounts if allowed*

***If Vanguard is a participating service provider in Employer's plan the Employer shall be responsible for applicable TPA fees. For Billing Type P3 Limited, Vanguard is ineligible for new accounts. For Billing Types P3 – Flexible & P3-Open, Vanguard is eligible for new accounts*

This is not an Invoice. Please do not remit payment until the actual invoice is provided in July.

Please contact the Finance Department at accounting@omni403b.com and Wendy DeNoto wdenoto@omni403b.com with any questions.

US Omni & TSACG Compliance Services, Inc

West Islip Union Free School District

Brad Hope, Managing Partner

Printed Name, Title

Date June 6, 2024

Printed Name, Title

Date _____

WEST ISLIP UFSD
 2023-2024 Budget Transfers - General Fund
 School Board Planning Session - June 18, 2024

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4401	06/01/2024	<i>FedEx bills for IB program & bulk account</i>			
		A 9010.860-999-4499	HEALTH INSURANCE	3,000.00	
		A 1480.422-109-4499	POSTAGE		3,000.00
4402	06/01/2024	<i>To reclass for additional Budget workers</i>			
		A 9010.860-999-4499	HEALTH INSURANCE	250.00	
		A 1060.423-109-4499	PROF & TECHNICAL SERVICES		250.00
4405	06/04/2024	<i>Transfer funds needed for electric bill</i>			
		A 1620.410-999-4999	FUEL OIL & HEATING GAS	23,334.43	
		A 1620.407-999-4999	ELECTRIC		23,334.43
4406	06/06/2024	<i>Transfer for Office Furniture</i>			
		A 1310.432-109-4499	MEETING EXPENSE	89.80	
		A 1310.523-109-4499	SUPPLIES, OTHER		89.80
4407	06/06/2024	<i>Transfer for ordering books</i>			
		A 5540.406-359-5215	TRANSPORTATION FOR EDUCATIONAL TRIPS - ENGLISH	407.62	
		A 2110.485-359-5215	TEXTBOOKS - HS ENGLISH		407.62
4409	06/07/2024	<i>Transfer of funds to cover two tool carts from Home Depot</i>			
		A 2110.520-359-4519	GEN SUPPLIES, ENGINEERING TECH - HS	1,396.00	
		A 1621.433-999-4999	MAINTENANCE PROJECTS		1,396.00
4410	06/07/2024	<i>To cover additional printing costs during the 23-24SY</i>			
		A 1010.415-109-4399	LEGAL ADVERTISING	872.00	
		A 1060.423-109-4499	PROF & TECHNICAL SERVICES		872.00
4411	06/07/2024	<i>Transfer to cover cost of budget vote workers on 5-21-24</i>			
		A 1060.405-109-4499	SERVICE FROM MUNICIPALITY	274.00	
		A 1060.423-109-4499	PROF & TECHNICAL SERVICES		274.00
4414	06/11/2024	<i>Transfer for mics and sound board at PJB</i>			
		A 1310.403-109-4499	CONFERENCE EXPENSES	900.00	
		A 1310.523-109-4499	SUPPLIES, OTHER		900.00
4415	06/12/2024	<i>Transfer Funds needed for Electric bill</i>			
		A 1620.410-999-4999	FUEL OIL & HEATING GAS	50,000.00	
		A 1620.407-999-4999	ELECTRIC		50,000.00
4418	06/13/2024	<i>Staff development for 3rd grade teachers with DaVinci</i>			
		A 2070.492-109-4199	BOCES SERVICES	10,500.00	
		A 2110.420-999-5224	STAFF DEVELOPMENT DISTRICTWIDE WILSON		10,500.00
				DEBIT/CREDIT TOTALS	\$ 91,023.85 \$ 91,023.85
				NET AMOUNT	

Approved: Paul Romanelli Date: 6/13/24
 Dr. Paul Romanelli, Superintendent of Schools

WEST ISLIP UFSD
2023-2024 Budget Transfers - Capital Fund
School Board Planning Session - June 18, 2024

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4403	06/03/2024	<i>\$50M Bond - Five Twelve Ph 6 - Beach PO 230762</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	2,107.50	
		H 1620.293-10-030	GEN CONST- 50M BOND - PHASE 6 -BEACH		2,107.50
4412	06/07/2024	<i>Transfer funds for Sewer Ejector pump at Beach St</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	39,481.00	
		H 1620.293-10-029	GEN CONST- 50M BOND - PHASE 6 - BEACH		39,481.00
4416	06/12/2024	<i>Transfer for HS Stage Lighting replacment</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	21,272.25	
		H 1620.293-08-039	GEN CONSTRUCT - 50M BOND - PHASE 6 - HIGH SCHOOL		21,272.25
DEBIT/CREDIT TOTALS				\$ 62,860.75	\$ 62,860.75
NET AMOUNT					

Approved:  Date: 6/13/2024
 Dr. Paul Romanelli, Superintendent of Schools