

AGENDA



BOARD OF EDUCATION

July 9, 2024

(Immediately following 7:30 p.m. Re-Organizational Meeting)

Beach Street Middle School
17 Beach Street

Submitted by:
Dr. Paul Romanelli
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
July 9, 2024

Beach Street Middle School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS / DISCUSSION**
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted at the opening of the meeting. Each person or representative of a group will be limited to three minutes.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the June 18, 2024 Planning Session.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) Buildings and Grounds Committee (6/18/2024)
 - B) Policy Committee (6/4/2024)
 1. *Annual Review:*

	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	Districtwide Safety Committee
	No. 6150	Alcohol, Drugs and Other Substances {School Personnel}
	No. 7320	Alcohol, Drugs and Other Substances {Students}
 2. Second Reading Series 0000 Philosophy, Goals & Objectives
 3. Third Reading Series 1000 Community Relations
 4. Code of Conduct – First Reading
- IX. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Tax Anticipation Resolution re:
Authorizing the issuance of not to exceed \$20,000,000 Tax Anticipation Notes in anticipation of the receipt of taxes levied or to be levied for the fiscal year ending June 30, 2025
 - C) Approval of Contracts
 1. Center for Developmental Disabilities Consultant Services Contract 2024-2025
 2. Access 7 Services, Inc. Consultant Services 2024-2025
 3. Health Source Group, Inc. Consultant Services 2024-2025
 4. Nassau Suffolk Services for the Autistic, Inc./The Martin C. Barell School Consultant Services 2024-2025
 5. Nassau Suffolk Services for the Autistic, Inc./The Martin C. Barell School Special Education 2024-2025
 6. NYSARC, Inc. Suffolk Chapter Special Education 2024-2025
 7. Reach for the Stars Tutoring, Inc. Consultant Services 2024-2025
 8. United Cerebral Palsy Association of Greater Suffolk, Inc. Special Education 2024-2025
 - D) Approval of Surplus
 1. Miscellaneous books ~ Oquenock Elementary
 2. Cardiac Science Powerheart AED G3 – Districtwide
 3. Large Stand Mixer ~ West Islip High School
 4. Miscellaneous I.T. Equipment - Districtwide

IX. BUSINESS ITEMS, *continued*

E)	Approval of Bids		
1.	Bid #Bagels 2024-2025	Modern Italian Bakery	\$6,397.20
2.	Bid #Bread 2024-2025	Modern Italian Bakery	\$11,191.36
3.	Bid #Dairy 2024-2025	Ace Endico	\$3,164.93
		Metropolitan Foods/Driscoll	\$4,162.92
		Mivila	\$111.20
4.	Bid #Direct Diversion 2024-2025	Ace Endico	\$8,769.20
		JTM Food Group	\$9,523.01
		Maid-Rite Specialty Foods	\$3,104.64
		Metropolitan Foods/Driscoll	\$223,589.38
		Mivila Foods	\$36,648.00
		Nardone Bros. Baking Co.	\$22,209.00
		Rich Products Corp.	\$31,141.50
		Tyson	\$2,086.80
5.	Bid #Drinks-Non Student 2024-2025	Eldorado Coffee Roasters	\$1,372.64
		Jay Bee Distributors	\$809.10
6.	Bid #Drinks-Student 2024-2025	Ace Endico	\$47,813.16
		Big Geyser	\$2,933.91
		Jay Bee Distributors	\$8,551.08
		Liberty Coca-Cola	\$28,800.00
		Metropolitan Foods/Driscoll	\$29,322.29
		Snapple	\$3,573.00
7.	Bid #Frozen 2024-2025	Ace Endico	\$15,218.85
		American Classic	\$1,300.05
		Metropolitan Foods/Driscoll	\$91,311.21
		Mivila	\$13,893.95
8.	Bid #Grocery 2024-2025	Ace Indico	\$7,188.09
		Jaybee Distributors	\$2,470.62
		Metropolitan Foods/Driscoll	\$26,974.94
		Mivila	\$5,616.33
		RC Fine Foods	\$529.20
9.	Bid #Ice Cream 2024-2025	American Classic Ice Cream	\$20,942.96
10.	Bid #Meat 2024-2025	Ace Endico	\$1,109.40
		Metropolitan Foods/Driscoll	\$4,021.30
11.	Bid #Paper and Disposables 2024-2025	Appco Paper & Plastics Corp.	\$26,271.05
		J&F Supplies	\$795.01
		Mivila Foods	\$2,872.00
		WB Mason	\$48,299.47
12.	Bid #Snacks-Compliant 2024-2025	Ace Endico	\$2,847.39
		Jay Bee Distributors	\$64,259.47
		Metropolitan Foods/Driscoll	\$278,434.53
		Mivila Foods	\$32,137.52
13.	Bid #Snacks-Non-Compliant 2024-2025	Jay Bee Distributors	\$85.69
		Metropolitan Food/Driscoll	\$379.17
14.	Bid #Kitchen Equip. & Smallwares 2024-2025	11400 Inc.	\$303.84
		Bar Boy Products	\$1,432.75
		Chef's Depot	\$2.28
		Sam Tell & Son	\$4,403.08
		Trimark USA	\$4.42
		WB Mason	\$207.86

X. PRESIDENT'S REPORT

- A) Resolution re: 2024-2025 Income Eligibility Guidelines for Free and Reduced Lunch
- B) Approval of Contract of Superintendent of Schools - amended dates - 7/1/24 – 6/30/29
- C) Approval of Memorandum of Agreement re: WITA Teaching Assistants' Chapter
- D) Approval of Memorandum of Agreement re: WITA Nurses' Chapter
- E) Approval of The Bridges Academy Second Amendment to the Lease Agreement
- F) Approval of After School Kids Under Supervision, Inc. Sixth Amendment to the Lease Agreement
- G) Approval of Compact for Learning Plan
- H) Approval of Resolution re: Capital Improvements Projects at Masera
- I) Approval of Resolution re: State Environmental Quality Review Act – SEQRA Resolution – Proposed Site Improvements and Construction Project at Masera
- J) Cullen & Danowski Engagement Letter for Risk Assessment for fiscal year ending June 30, 2025
- K) Approval of resolution re: the Board of Education approves the recommendations of the Special Education Committee of students as listed in the District's backup and authorizes the District to arrange for appropriate services
- L) Approval of BOCES Multi-Year Service Agreement - Instructional Computers (Project #WI-49-030724-2024-2028) - 7/1/2024 to 6/30/2028

XI. SUPERINTENDENT'S REPORT

XII. NOTICES/REMINDERS

XIII. OTHER ITEMS FOR BOARD MEMBERS' INFORMATION

XIV. INVITATION TO PUBLIC – *The public, at this time, is invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted by the time the first speaker is called to the podium. Each person or representative of a group will be limited to three minutes.*

XV. EXECUTIVE SESSION – *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session to consider any items for which a vote is required.*

XVI. CLOSING - Adjournment

**PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
June 18, 2024 Beach Street Middle School**

PRESENT: Mr. Tussie, Mr. Antonello, Mr. Quinn Bedell, Mrs. Brown, Mrs. Kelly

ABSENT: Mrs. Marks and Mr. McCann

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

ABSENT: None

ATTORNEY: None

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

Motion was made by Richard Antonello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve the minutes of the June 6, 2024 Regular Meeting.

ANNOUNCEMENTS

Eagle Scout Project ~ Mason Coppola, a current sophomore at West Islip High School from Troop 179 spoke about working on his Eagle Scout project to extend the PS I Love You Day flags to be displayed all the way down to Sunrise Highway. He is working closely with Mr. Jablonski to build a storage box for the flags and flagpoles. He would like to hold a fundraiser in mid-August to fund this project.

Mr. Tussie congratulated Mason. He stated that the community will love this idea and extended the Board of Education's support to this project.

PERSONNEL:

Motion was made by Richard Antonello, seconded by Grace Kelly and carried when all Board member present voted in favor to approve the Memorandum of Agreement between WITA, West Islip UFSD and Employee A.

Motion was made by Richard Antonello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve the personnel consent agenda T-1, T-2, T-3, CL-1, CL-2, CL-3, CL-4, CL-5, CL-6 and Other as listed below:

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)

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})

CL-4

continued

*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

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)

**Pending fingerprint clearance*

OTHER
continued

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

SUBSTITUTE TEACHER (\$130 per diem)

Daniel Bellear, 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 Ichle, 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

**Pending fingerprint clearance*

OTHER
continued

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 Grieco, 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

GIRLS GYMNASTICS

MaryAnn McGrade, Varsity Coach
Caitlyn Leibman, Assistant Varsity Coach

GIRLS TENNIS

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

FIELD HOCKEY

Josephine Hassett, Varsity Coach
JoAnne Orehosky, 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 Franzone, J.V. Coach

GIRLS VOLLEYBALL

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

OTHER
continued

FALL 2024 HIGH SCHOOL COACHES, continued

GOLF

Frank Rapczyk, Varsity Coach

KICKLINE

Emma Iehle, 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

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 Iehle

Cassidy Cullen

Victoria Mueller

OTHER
continued

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		

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	Christina Fahey	Alexander Montes
Nico Acquista	Jordan Fileti	Kathryn Mushorn
Alexa Alvarado	Michael Flynn	Charlyc Nicolosi
Angelina Amatulli-Griffith	Riley Flynn	Connor O'Brien
Cate Aniano	Makenna Gagliardi	Tahdig O'Sullivan-Bakshi
William Antippas	Alexandra Gangloff	Joseph Pace
Noah Blumberg	Daniel Gorman	Christopher Piropatto
Ryder Blumberg	Robert Govier	Mason Plouffe
Christopher Bosco	Emma Grim	Ciaran Pollard
Shawn Boyle	Jack Groark	Markos Prokopiou
Erick Burciaga	Lauren Hand	Logan Reese
Jason Butler	Michael Harbord	Ava Reynolds
Thomas Carini	Nils Haugen	Abigail Richardelli
Jayson Carlson	Kyle Held	Peter Roberto
Ryan Cascino	Anghelo Hernandez	Nicholas Ruby
Michael Cea	Ruth Higgins	Joseph Saladino
John Charbonneau	Ariel Hudson	Kori Sansone
Maggie Chartrand	Michael Johnson	Jack Schaefer
Katie Clark	Julia Jordan	Andrew Schiano
Daniel Clarke	Emma Kay	Angelina Shannon
Andrew Cooper	Annabella Lanzer	James Sinclair
Logan Coppola	Sasha Lavrosky	Seamus Smith
Matthew Corbett	Jake Lella	Peter Soursos
Charlie DellUniversita	Nick LoCurto	Aidan Stueber
Dominic Delta	Piper Loveland	Sarah Taheny
Alex Dimitru	Patrick Lynam	Chris Thomas
Brandon Disbrow	Alexandra Martorella	Matthew Triglia
Nick Dituri	Kevin McCabe	Brady Tyler
Matthew Dorn	Teagan McGuire	Travis Vine
Alexa DosSantos	Emilia Miranda	Daniel VonThaden
Noah Dumond	Matthew Monaco	

APPROVAL.

Motion was made by Richard Antonello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve Surplus:

1. Piano ~ Oquenock;
2. Textbooks ~ West Islip High School
3. Refrigerator ~ West Islip High School

Policy Committee (6/4/2024)

1. A First Reading took place on Series 0000 – Philosophy, Goals & Objectives
2. A Second Reading took place on Series 1000 - Community Relations

Motion was made by Richard Antonello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve Volz & Vigliotta PLLC General Counsel Services Agreement July 1, 2024-June 30, 2025.

Motion was made by Richard Antonello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve More Roofing re: Agreement ~ Roof replacement at Masera Learning Center.

Motion was made by Richard Antonello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve Resolution re: 2024-2025 School Breakfast Program exemption.

Motion was made by Richard Antonello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve District Plan for Special Education 2024-2026.

Motion was made by Richard Antonello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve Long Island School Nutrition Directors Association Cooperative Agreement 2024-2025.

Motion was made by Richard Antonello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve R.S & Abrams & Co., LLP Engagement Letter 2024-2025.

Motion was made by Richard Antonello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve U.S OMNI & TSACG Compliance Services, Inc. Agreement 2024-2025.

Motion was made by Richard Antonello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve:

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

Motion was made by Richard Antonello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve Memorandum of Agreement between WIASA and West Islip UFSD.

Motion was made by Richard Antonello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve Memorandum of Agreement between Teamsters Local 237, West Islip UFSD and Employee A.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve Budget Transfers.

Motion was made by Richard Antonello, seconded by Grace Kelly and carried when all Board members present voted in favor to adjourn to **Executive Session** at 7:41 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 7:45 p.m. on motion by Richard Antonello, seconded by Grace Kelly and carried when all Board members present voted in favor.

Respectfully submitted,

A handwritten signature in cursive script that reads "Elizabeth Davis".

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 RESIGNATION

Brittany DiLuciano, World Languages
Effective July 1, 2024
(High School)

Louis Riley, Elementary
Effective June 30, 2024
(Manetuck)

T-2 PROBATIONARY APPOINTMENT

Katlyn Colace, World Languages
Effective August 30, 2024 through August 29, 2027
(High School; Step 1A 4, replacing Brittany DiLuciano {resigned})

Christine Breslin, Elementary
Effective August 30, 2024 through August 29, 2028
(PJB; Step 1 4, {new position})

Regina Hartnett, Elementary
Effective August 30, 2024 through August 29, 2028
(Bayview; Step 1A 4, replacing Maria Lucie {retired})

Jillian Ruffo, Special Education
Effective August 30, 2024 through August 29, 2028
(Manetuck; Step 1A 4, {new position})

Jessica Schilling, Special Education
Effective August 30, 2024 through August 29, 2028
(Oquenock; Step 1A 4, {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-3 PART-TIME APPOINTMENT

April Virga, ASL (.4)
Effective August 30, 2024
(Beach Street and Udall; Step 1A 1 {pro-rated}; {new position})

TEACHING ASSISTANTS

TA-1 RESIGNATION

Jillian Ruffo, Special Education
Effective July 1, 2024
(Manetuck)

CIVIL SERVICE

CL-1 CHANGE IN TITLE

Rosemary Reichert, Senior Account Clerk
Effective July 10, 2024
(District Office; Step 7; change from Senior Office Assistant replacing Eva Gonzalez {resigned})

Paul Shields, Acting Custodial Worker III
Effective July 9, 2024 through October 9, 2024
(Kirdahy; Step 2; change from Custodial Worker I; replacing Robert Verito {LOA})

CL-2 PROBATIONARY APPOINTMENT

Jacqueline Signorelli, Part-Time Food Service Worker
Effective August 29, 2024
(Beach Street; \$16.54/hr; replacing Khaleda Gousuzzaman {resigned})

OTHER

MENTOR PROGRAM 2023-2024

Mentor

Caryn Drezner (Katlyn Colace, World Languages)

PERMANENT SUBSTITUTE TEACHER RESIGNATION

Christina Bonfiglio
Effective July 5, 2024
(Oquenock)

Helene Mendez
Effective June 27, 2024
(Oquenock)

PREFERRED SUBSTITUTE

Scott Mattera
Effective July 1, 2024
(High School; \$178.78/day; {reassigned})

PREFERRED SUBSTITUTE (PART-TIME)

April Virga (.6)
Effective August 30, 2024
(High School; \$107.27/day; {new position})

REGENTS REVIEW 2023-2024

Mathematics

Melanie Vecchione

OTHER, continued

SUBSTITUTE TEACHER REINSTATED

Christina Bonfiglio, effective September 4, 2024
Helene Mendez, effective September 4, 2024

SUBJECT: PURCHASING PROCEDURES

The following sets forth the policies and procedures of the West Islip Union Free School District to meet the requirements of General Municipal Law, Section 104-b.

Purpose

Goods and services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public moneys, in the best interest of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the Board of Education is adopting internal policies and procedures governing all procurement of goods and services which are not required to be made pursuant to competitive bidding requirements of General Municipal Law, Section 103 or of any other general, special or local law. Notwithstanding the foregoing, the District will adhere to the requirements of the General Municipal Law regarding purchasing.

Procedures for determining Whether Procurement are Subject to Bidding

The procedures for determining whether a procurement of goods and services is subject to competitive bidding and documenting the basis for any determination that competitive bidding is not required by law will be administered by the purchasing agent and/or the Asst. Supt. for Business, as follows:

In general, the District will not be required to secure alternative proposals or quotations for: 1) emergencies (as defined by General Municipal Law 103 (4)); 2) procurement where there is no possibility of competition (i.e., sole source items); 3) procurement of professional services, which because of confidential nature of the services do not lend themselves to procurement through solicitation; or 4) procurement for purchase contracts below \$500 when solicitations of competition would not be cost-effective. Documentation relating to determination whether procurement are subject to bidding may include board resolutions, memoranda, written quotes, telephone logs, requests for proposals, proposals, contracts and other appropriate forms of documentation.

Statutory Exceptions From These Policies and Procedures

Except for procurement made pursuant to General Municipal Law, Section 103 (3) (through county contracts), Section 103(16) through contracts let by the United States of America or any agency thereof, or any state or political subdivision or district therein or Section 104 (through state contract of the Office of General Services), State Finance Law, Section 175-b (from agencies for the blind or severely handicapped), Correction Law, Section 186 (articles manufactured in correctional institutions), Board approved cooperative purchase agreements and purchases made through available cooperative BOCES bids, alternative proposals or quotations for goods and services shall be secured by the Purchasing agent, the Assistant Superintendent for Business or other person designated by the Assistant Superintendent for Business, by use of written requests for proposals, written quotations, verbal quotations or any other method of procurement which furthers the purposes of General Municipal Law, Section 104-b. all purchase orders will reflect the applicable state, county or BOCES bid reference number.

SUBJECT: PURCHASING PROCEDURES, *continued*

Methods of Competition to be Used for Non-Bid Procurement

In general, as determined by the Purchasing Agent and/or the Assistant Superintendent for Business, the District will require the following methods of competition be used and the sources of documentation maintained when soliciting nonbid (open market) procurement for purchase contracts: 1) For purchases under \$1,001 no quotation shall be required. 2) For purchases between \$1,001 and \$5,000, a minimum of two verbal and/or written quotations must be solicited. 3) For purchases between \$5,000 and \$10,000, a minimum of three written quotations shall be solicited. 4) For purchases greater than \$10,000, the District will comply with the bidding requirements set forth in General Municipal Law Section 103.

When soliciting for public works contracts, the District will require that 1) For public works contracts below the District-established bidding threshold of \$20,000 for repairs occurring on an irregular basis which may include, but not be limited to, electrical, plumbing, carpentry, boiler, fencing, field maintenance, etc., verbal and/or written quotations will be solicited and reviewed annually by the Director of Facilities. 2) For public works contracts of \$20,000 or more, the District will comply with the bidding requirements set forth in General Municipal Law Section 103.

The Superintendent of Schools, with the assistance of the Purchasing Agent shall be responsible for the establishment and implementation of the procedures on standard forms for use in purchasing and related activities in the District. These procedures shall comply with all applicable laws and regulations of the State and Commissioner of Education. Documentation relating to methods of competition may include board resolutions, memoranda, written quotes, telephone logs, requests for proposals, proposals, contracts and other appropriate forms of documentation.

For purchases that are governed by the competitive bidding requirements of General Municipal Law, Section 103 and for purchases that are below the statutory threshold, the District may make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, through the use of a contract let by the United States of America or any agency thereof, any state or any other political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with the General Municipal Law and made available for use by other governmental entities.

Awards to Other Than Lowest Responsible Dollar Offerer

As determined by the purchasing agent and/or the Assistant Superintendent for Business the District will provide justification and documentation of any contract awarded to a vendor other than the lowest bidder, setting forth the reasons why such award is in the best interests of the District. Documentation relating to awards to other than the lowest offer may include board resolutions, memoranda, written quotes, telephone logs, requests for proposals, proposals, contracts and other appropriate forms of documentation. This documentation otherwise furthers the purpose of Section 104-B of the General Municipal Law. Factors supporting award to other than the lowest offer may include: 1) an inability to provide items as specified and awarded in previous bids; 2) an inability to deliver materials or services in a timely fashion; 3) substitution of alternative items without informing a District; 4) varying form prescribed procedures and/or specifications for the performance of the service or contract without the expressed permission of the contracting District; 5) products which do not meet the District standards as determined through its own evaluation procedures; 6) failure or difficulty in providing proper insurance certificates or performance bond, where required or specified; 7) use of vendors or subcontractors that provide inferior products or services; 8) failure to provide adequate references, where required; and 9) failure to provide samples of alternate bid terms, when requested.

SUBJECT: PURCHASING PROCEDURES, *continued*

Awards on the Basis of Best Value

Purchases may also be made on the basis of best value in accordance with the General Municipal Law. The best value standard may only be used for purchase contracts, which includes contracts for service work, but excludes any purchase contracts necessary for the completion of a public works contract pursuant to Article Eight of the Labor Law. When awarding contracts under the best value standard, the district must consider the overall combination of quality, price, and other elements of the required commodity or service that in total are optimal relative to the needs of the district. Use of the best value standard must rely, wherever possible, on objective and quantifiable analysis. The best value standard may identify as a quantitative factor whether offerors are small businesses or certified minority- or women-owned business enterprises as defined in New York Executive Law § 310. Use of the best value standard for the procurement of goods and services requires approval from the Board of Education. The Board must also approve the factors to be considered when awarding contracts under this standard.

Input from Officers

Comments concerning the policies and procedures shall be solicited from administrators and/or officers of the school district herein involved in the procurement process prior to the enactment of the policies and procedures, and will be solicited from time to time thereafter.

Annual Review

The Board of education shall annually review these policies and procedures. The Purchasing Agent shall be responsible for conducting an annual review of the procurement policy and for an evaluation of the internal control structure established to ensure compliance with the procurement policy.

Unintentional Failure to Comply

The unintentional failure to fully comply with the provisions of Section 104-b of the General Municipal Law or the District policy regarding procurement shall not be grounds to void action taken or give rise to a cause of action against the District of any officer or employee of the district.

Legal References: *General Municipal Law 103; 109-a; 800 et seq, 104-b State Finance Law,
Section 175-b, Correction Law, Section 186*

Revised and approved by the Board of Education July 11, 2023

SUBJECT: PROCUREMENT OF GOODS AND SERVICES

The Board of Education recognizes its responsibility to ensure the development of procedures for the procurement of goods and services not required by law to be made pursuant to competitive bidding requirements. These goods and services must be procured in a manner so as to:

- a) Assure the prudent and economical use of public moneys in the best interest of the taxpayer;
- b) Facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances; and
- c) Guard against favoritism, improvidence, extravagance, fraud and corruption.

These procedures shall contain, at a minimum, provisions which:

- a) Prescribe a process for determining whether a procurement of goods and services is subject to competitive bidding and if it is not, documenting the basis for such determination;
- b) With certain exceptions (purchases pursuant to General Municipal Law, Section 186; State Finance Law, Sections 175-a and 175-b; State Correction Law, Section 184; or those circumstances or types of procurements set forth in (f) of this section), provide that alternative proposals or quotations for goods and services shall be secured by use of written request for proposals, written quotations, verbal quotations or any other method of procurement which furthers the purposes of Section 104-b of General Municipal Law;
- c) Set forth when each method of procurement will be utilized;
- d) Require adequate documentation of actions taken with each method of procurement;
- e) Require justification and documentation of any contract awarded to other than the lowest responsible dollar offer, stating the reasons; and
- f) Set forth any circumstances when, or the types of procurement for which, the solicitation of alternative proposals or quotations will not be in the best interest of the District.

Any unintentional failure to fully comply with these provisions shall not be grounds to void action taken or give rise to a cause of action against the District or any District employee.

The Board of Education shall solicit comments concerning the District's policies and procedures from those employees involved in the procurement process. All policies and procedures regarding the procurement of goods and services shall be reviewed annually by the Board.

General Municipal Law, Sections 103(1)(5) and 104-b

SUBJECT: INSURANCE

The objective of the Board of Education is to obtain the best possible insurance at the lowest possible cost, and to seek advice periodically from an Insurance Appraisal Service to determine that adequate coverage is being provided regarding fire, boiler, general liability, bus and student accident insurance.

The Board shall carry insurance to protect the District's real and personal property against loss or damage. This property shall include school buildings, the contents of such buildings, school grounds and automobiles.

The Board may also purchase liability insurance to pay damages assessed against Board members and District employees acting in the discharge of their respective duties, within the scope of their employment and/or under the direction of the Board.

All insurance policies, along with an inventory of the contents of the building, should be kept in a fireproof depository or with the appropriate insurance agent for safekeeping and referral purposes. The Superintendent shall review the District's insurance program annually and make recommendations to the Board if more suitable coverage is required.

Public Officers Law Section 18
General Municipal Law Sections 6-n and 52
Education Law Sections 1709(8) and (26) and
(34-b), 3023, 3028, and 3811

SUBJECT: USE OF SCHOOL-OWNED MATERIALS AND EQUIPMENT

Except when used in connection with or when rented under provisions of Education Law Section 414, school-owned materials or equipment may be used by District employees and/or students for school related purposes only. Private and/or personal use of school-owned materials and equipment is strictly prohibited.

The Board of Education permits the use of district-owned materials and equipment (e.g., laptop computers, cell phones, audio-visual equipment, etc.) by Board members, officers, and employees of the district when such material and equipment is needed for district-related purposes.

The Board will permit school materials and equipment to be loaned to staff members when such use is directly or peripherally related to their employment and loaned to students when the material and equipment is to be used in connection with their studies or extracurricular activities.

The Superintendent of Schools, in consultation with the School Business Official, shall establish regulations governing the loan and use of such equipment. Such regulations must address:

- The individuals who may properly authorize the use of such material and/or equipment;
- The lack of authority of the borrower to use such material or equipment for private, non-business purposes;
- The responsibilities of the borrower for proper use, care and maintenance;
- That, regardless of condition or other factors, all loaned equipment must be returned to the district. No item may be sold to or purchased by the borrower unless such equipment has been returned to the district for evaluation and, if necessary, disposal in accordance with district policy and procedures.

All equipment shall be inventoried and a list shall be maintained of the date such equipment was loaned, to whom it was loaned, and the date of expected and actual return.

Individuals borrowing district-owned equipment shall be fully liable for any damage or loss occurring to the equipment during the period of its use, and shall be responsible for its safe return.

The following departments shall maintain records of all equipment that is loaned for long-term use (e.g., school year, term of office, etc.) and shall review such list yearly.

- Buildings and Grounds: cell phones and pagers
- Audio Visual Coordinator: audio-visual equipment
- Director of Technology: laptop computers, iPads, Chromebooks

Administrative regulations will be developed to assure the lender's responsibility for, and return of, all such materials and equipment.

Education Law Section 414

Revised and approved by the Board of Education 7/11/2023

SUBJECT: DISTRICTWIDE SAFETY COMMITTEE

There will be a Districtwide Safety Committee consisting of the Superintendent, assistant superintendents, the Director of Buildings and Grounds, the Security Director, and various administrative and other staff and stakeholders as needed.

Powers and Duties of the Districtwide Safety Committee

The committee will meet periodically to review safety and health hazard reports by employees, accident reports, workers' compensation claims, reports and recommendations of safety and health inspectors, and other matters the committee director places on the agenda. The committee will report its findings and recommendations to the Superintendent of Schools.

Safety Director: Powers and Duties

The Assistant Superintendent for Business will chair the Districtwide Safety Committee, maintain its records and author its reports to the Superintendent of Schools. He or she, in cooperation with the Director of Buildings and Grounds, will develop procedures for the regular inspection and maintenance of District buildings, equipment and grounds. They must arrange for the elimination of known hazards if such can be done through regular maintenance procedures or without extraordinary cost or disruption; they should immediately report all other known hazards to the Superintendent.

Complaints and State Inspectors

The Director of Buildings and Grounds will be the District's representative, and will receive all complaints and accompany all state inspectors under the State Occupational Safety and Health Act and similar programs.

The committee will visit each facility for a visual safety inspection annually.

SUBJECT: ALCOHOL, DRUGS AND OTHER SUBSTANCES (SCHOOL PERSONNEL)

The Board of Education, recognizing that students are often influenced by teachers and other members of a school's staff, impresses upon staff members the importance of maintaining a high level of professionalism appropriate to their position, which, in turn, shall set a positive example for students.

The Board, therefore, prohibits the consumption, sharing and/or selling, use and/or possession of illegal drugs, counterfeit and designer drugs or alcoholic beverages in the workplace, or when the effects of such drugs may impair an employee's job performance. The inappropriate use of prescription and over-the-counter drugs shall also be prohibited.

Information about any drug and alcohol counseling and/or rehabilitation programs shall be made available to employees. Data will also include the range of penalties (consistent with local, state and federal law), up to and including termination of employment and referral for prosecution that will be imposed on employees who have transgressed the terms of this policy.

Additionally, confidentiality shall be insured as required by state and federal law.

The Superintendent shall biennially review the drug and alcohol abuse prevention program to determine its effectiveness and support appropriate modifications, as needed.

Education Law Sections 913, 1711(5)(e), and 3020-a
Civil Service Law Section 75
Drug-Free Schools and Communities Act
Amendment of 1989
(Public Law 101-226)
20 United States Code (U.S.C.) Section 3171 et seq.

SUBJECT: ALCOHOL, DRUGS AND OTHER SUBSTANCES (STUDENTS)

The Board of Education recognizes that the misuse of drugs and/or alcohol is a serious problem with legal, physical, emotional and social implications for the entire community. Therefore, the consumption, sharing and/or selling, use and/or possession of alcoholic beverages, illegal drugs, counterfeit and designer drugs, or paraphernalia for the use of such drugs is prohibited at any school-sponsored event or on school property at all times. The inappropriate use of prescription and over-the-counter drugs shall also be disallowed. Persons shall be banned from entering school grounds or school-sponsored events when exhibiting behavioral, personal or physical characteristics indicative of having used or consumed alcohol or other substances.

Through the collaborative efforts of staff, students, parents/guardians and the community as a whole, a certifiable comprehensive program shall be developed addressing alcohol and other substances to include the following elements:

Primary Prevention

Preventing or delaying alcohol and other substance use/abuse by students shall be the major focus of a comprehensive K-12 program in which proactive measures of prevention and early intervention are emphasized. This program shall include:

- a) A sequential K-12 curriculum that will be developed and incorporated into the total educational process. This curriculum shall be concerned with education and prevention in all areas of alcohol and other substances uses/abuse;
- b) Training school personnel and parents/guardians to reinforce the components of the policy through in-service and community education programs with up-to-date factual information and materials.
- c) An effort to provide positive alternatives to alcohol and other substances use/abuse through the promotion of drug/alcohol-free special events, service projects and extracurricular activities that will develop a positive peer influence.

Intervention

School-based intervention services shall be made available to all students, grades K-12, and provided by prevention professionals who are appropriately trained in this area. The purpose of intervention is to eliminate any existing use/abuse of alcohol and other substances and to identify students considered to be at risk for use/abuse. Intervention programming shall include:

- a) Counseling of students in groups and as individuals on alcohol and other substance use/abuse. Counselors shall be appropriately trained and skilled school staff assigned for this purpose.
- b) Referring students to community or other outside agencies when their use/abuse of alcohol and other substances requires additional counseling or treatment. Referral is a key link in school and community efforts and the process is basic to the dissemination of information regarding available counseling and health services;
- c) Providing a supportive school environment designed to continue the recovery process for students returning from treatment. A re-entry program may include continuing student and/or family counseling and emphasizing positive alternatives to alcohol and other substance use/abuse.
- d) Developing a parent network to serve as a support group and provide a vehicle of communication for parent education;
- e) Ensuring confidentiality as required by state and federal law.

Disciplinary Measures

Disciplinary measures for students consuming, sharing and/or selling, using and/or possessing alcoholic beverages, illegal drugs, counterfeit and designer drugs, or paraphernalia for the use of such drugs shall be outlined in the District's Code of Conduct.

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SUBJECT: ALCOHOL, DRUGS AND OTHER SUBSTANCES (STUDENTS), *continued*

Staff Development

There shall be ongoing training of District staff about the components of an effective alcohol and other substances program. Training shall include, but not be limited to, District policies and regulations and the staff's role in implementing such policies, and regulations. Teachers shall be trained to implement the District's K-12 alcohol and other substance prevention curricula; intervention staff shall be suitably trained to carry out appropriate services.

Implementation, Dissemination and Monitoring

It shall be the responsibility of the Superintendent to implement the alcohol and other substances Board policy by collaboration with school personnel, students, parents/guardians and the community-at-large.

Additionally, copies of Board policy shall be disseminated to District staff, parents/guardians and community members. The Superintendent shall biennially review the drug and alcohol abuse prevention program to determine its effectiveness and support appropriate modifications, as needed.

Drug-Free Schools and Communities Act
Amendment of 1989 (Public Law 101-226)
20 United States Code (U.S.C) Section 3171 et seq.

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

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

MISSION STATEMENT AND VISION

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.

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.

0100

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 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.

West Islip
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

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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)
Education Law §§313(3); 3201; 3201-a

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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
 (X) 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)*
Office for Civil Rights, *Dear Colleague Letter: Sexual Harassment Issues (2006)*

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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, appearance

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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:
 - 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).

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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 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, 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

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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.

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

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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).

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

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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.

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 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.*

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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:

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;

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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;
 - 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

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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.

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 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

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- 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.
 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 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.
 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

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- 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.

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.

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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 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.

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- **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

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.

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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.

Adoption date:

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: _____

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

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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:

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

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.

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

Harassment

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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.

Prevention

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.

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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 [insert applicable title Task Force on Bullying Prevention,] 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 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.**

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. 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.

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
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)

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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

West Islip 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.

Hazing

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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:

- 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.

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

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:

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- 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.

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.

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;

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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

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.

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:

- 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.

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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;
- 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.

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.

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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.

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.

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.

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:

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- 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;
- 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

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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.

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

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
- (X) Notice

HIV/AIDS

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

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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.

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

() Required
(X) Local
(X) Notice

ACCOUNTABILITY

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.

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.

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
- Local
- Notice

BOARD SELF-EVALUATION

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.

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.

Adoption date:

- 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:

- () Required
- (X) 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.

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

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

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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.

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 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.

Name: _____

Address [if records are to be mailed]: _____

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Adoption date:

AGENCY RESPONSE TO REQUEST FOR RECORDS

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]: _____.

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: WI.OfficeofSuperintendent@wi.k12.ny.us

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.

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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.

[Signature]

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.

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.

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

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.

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.

West Islip Public Schools

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.

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:

- () 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

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/T1/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.

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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:

() 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)

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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 Local 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.

Permitted Uses

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.
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

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

1. Meetings sponsored by political organizations.
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.
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;

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- 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

a.

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.
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:

SMOKING AND OTHER TOBACCO USE ON SCHOOL PREMISES

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 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.

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.

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

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:

- participate in non-credit-bearing organized school activities such as clubs that are not open to the general public;

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- 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.

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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-Instructioned (“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
 Local
 Notice

DONATIONS, GIFTS, AND GRANTS TO THE DISTRICT

Unsolicited Gifts and Donations from the Public

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 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.

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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

The district encourages 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

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 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
6640, Inventories

Ref: Education Law §1709(12)

West Islip Public Schools
Adoption date:

(X) Required

() Local

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PARENT AND FAMILY ENGAGEMENT

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

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.

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.

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.

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).

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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.

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
- 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

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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

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

[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.]

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

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.

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.

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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

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:

TITLE I PARENT AND FAMILY ENGAGEMENT - SCHOOL LEVEL APPROACH

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.

STUDENT ACADEMIC ACHIEVEMENT SCHOOL-PARENT COMPACT

School-Parent Compact

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

West Islip Public Schools
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:

- 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
- 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

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.

Ref: Americans with Disabilities Act of 1990, 42 U.S.C. §§12131-12134
 Rehabilitation Act of 1973, 29 U.S.C. §794
 Education Law §3230

West Islip Public Schools

8 NYCRR §100.2(aa)

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

Adoption date:

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:

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:

West Islip Union Free School District

CODE OF CONDUCT

DRAFT

Revised/Approved by BOE _____

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I. INTRODUCTION

“The Board of Education shall adopt and amend a code of conduct for the maintenance of order on school property, including a school function, which shall govern the conduct of students, teachers, and other school personnel as well as visitors and shall provide for the enforcement thereof.” (Project SAVE, Section 2801 of Education Law).

Effective July 1, 2012, Education Law 12(2) provides that, “No student shall be subjected to harassment by employees or students on school property or at a school function; nor shall any student be subjected to discrimination based on a person’s actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, or sex by school employees or students on school property or at a school function.” Education Law 12(1).

The intent of the amended Dignity for All Students Act (Dignity Act) is to provide all public school students with an environment free from harassment, bullying (including cyber bullying) and discrimination, as well as to foster civility in public schools. The Dignity Act focuses on the prevention of discriminatory behaviors, including harassment/bullying, through the promotion of educational measures meant to positively impact school culture and climate.

The West Islip School District is committed to an orderly and stimulating learning environment for all students. The right to learn and teach in an educational setting that is safe, free from disruption, and conducive to learning is essential. The circumstances of such a learning atmosphere are dependent upon a sustained and cooperative effort on the part of students, parents, teachers, administrators, and support staff. To this end, the following District Code of Conduct has been established. Additionally, we believe that the District should recognize students who demonstrate appropriate and outstanding behavior. Exemplary behavior should be recognized at every opportunity. Responsible behavior by students, teachers, district personnel, parents, and other visitors is essential to achieving this goal.

With that end in mind then, the Board of Education recognizes it is necessary to adopt this code of conduct to define acceptable behavior on school property and at school functions by students, staff, parents, and visitors.*

* Note: This code of conduct has been written to meet the requirements of Project SAVE legislation (NYS Education Law§ 2801); Section 100.2 (1) of the Commissioner’s Regulation and NYCRR 100 2(1) (2) iiq (DASA); and NYS Education Law§ 3201-a that prohibits discrimination based on sex with respect to admission into or inclusion in courses of instruction and athletic teams. Unless otherwise noted, all statutory references in the code are to Education Law.

Dignity Act Coordinator (DAC)

The Dignity Act requires that at least one staff member at every school be thoroughly trained to handle human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, and sex (Education Law § 13[3]). This staff member should be referred to as the Dignity Act Coordinator (DAC) and is appointed by the Board of Education.

The name(s) and contact information for the Dignity Act Coordinator(s) shall be shared with all school personnel, students, and persons in the parental relation by listing such information in the Code of Conduct. This information shall also be included in the plain language summary of the Code of Conduct, or to parents or persons in parental relation at least once per school year in a manner determined by the school, including through electronic communication and/or sending such information home with students. A change in the name and/or contact information of a Dignity Act Coordinator shall not be deemed to constitute a revision to the Code of Conduct so as to require a public hearing.

Bayview Elementary School	John Mullins	(631) 504-5600
Manetuck Elementary School	Vanessa Williams	(631) 504-5640
Oquenock Elementary School	Amanda Harvey	(631) 504-5660
Paul J. Bellew Elementary School	Rhonda Pratt	(631) 504-5680
Beach Street Middle School	Anthony Bridgeman	(631) 930-1600
Udall Road Middle School	Daniel Marquardt	(631) 930-1650
West Islip High School	Andrew O’Farrell	(631) 504-5800
Districtwide	Dawn Morrison	(631) 930-1559

II. DEFINITIONS

“Assigned Sex at Birth” refers to the sex designation, usually “male” or “female,” assigned to a person when they are born.

“Bullying” is intentional harmful behavior initiated by one or more students and directed toward another student. Bullying exists when a student with more social and/or physical power deliberately dominates and harasses another who has less power. Bullying is unjustified and typically is repeated. Bullying differs from conflict. Bullying involves a power imbalance wherein one or more students target a student who has difficulty defending him or herself. Bullying can take many forms.

Examples of Bullying:

Normal social conflict will occur among friends occasionally. These are often accidental, not serious, and leave both parties with an equal emotional reaction. Remorse is shown and effort will be put into solving the problem.

“Cisgender” is an adjective describing a person whose gender identity corresponds to their assigned sex at birth.

“Cyberbullying” means harassment/bullying, as defined above, through any form of electronic communication.

Acts of harassment and bullying that are prohibited include those acts based on a person’s actual or perceived membership in the following groups including, but not limited to:

- race
- color
- weight
- national origin
- ethnic group
- religion
- religious practice
- disability
- sex
- sexual orientation
- gender (which includes a person’s actual or perceived sex, as well as gender identity and expression)

“Disability” means (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques or (b) a record of such an impairment or (c) a condition regarded by others as such an impairment, provided, however, that in all provisions of this article dealing with employment, the term must be limited to disabilities which, upon the provision of reasonable accommodations, do not prevent the complainant from performing in a reasonable manner the activities involved in the job or occupation sought or held (Education Law § 11[4]) and Executive Law § 292[21]).

“Discrimination” means discrimination against any student by a student or students and/or employee or employees on school property or at a school function including but not limited to, discrimination based on a person’s actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex.

“Disruptive student” means an elementary or secondary student under the age of 21 who is substantially disruptive of the educational process or substantially interferes with the teacher’s authority over the classroom.

“Emotional harm” that takes place in a context of “harassment or bullying” means harm to a student’s emotional well-being through creation of a hostile school environment that is so severe or pervasive as to unreasonably and substantially interfere with a student’s education.

“Employee” means any person receiving compensation from a school district or employee of a contracted service provider or worker placed within the school under a public assistance employment program, pursuant to Title IX-B or Article 5 of the Social Services Law, and consistent with the provisions of such title for the provision of services to such district, its students or employees, directly or through contract, whereby such services performed by such person involve direct student contact (Education Law §§ 11[4] and 1125[3]).

“Gender” means a person’s actual or perceived sex and includes a person’s gender identity or expression (Education Law §11[6]).

“Gender expression” is the manner in which a person represents or expresses gender to others (names and pronouns), often through behavior (use of spaces such as restroom, locker room, etc.), clothing, hairstyles, activities, voice, or mannerisms.

“Gender identity” is a person’s gender-related identity whether or not that gender-related identity is different from that traditionally associated with the person’s physiology or assigned sex at birth. Everyone has a gender identity.

“Gender nonconforming” (GNC) is a term used to describe people whose gender expression differs from stereotypic expectations. The terms “gender variant” or “gender atypical” are also used. Gender nonconforming individuals may identify as male, female, some combination of both, or neither.

“Harassment/bullying” means the creation of a hostile environment by conduct or by threats, intimidation or abuse, including cyberbullying as defined in Education Law §11(8), that

1. 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; or
2. reasonably causes or would reasonably be expected to cause a student to fear for his or her physical safety; or
3. reasonably causes or would reasonably be expected to cause physical injury or emotional harm to a student; or
4. 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.

For purposes of this definition, the term “threats, intimidation or abuse” shall include verbal and non-verbal actions (Education Law §11[7]).

“Parent” means parent, guardian, or person in parental relation to the student.

“Restorative Discipline” is a prevention-oriented approach that fosters consensus-based decisions to resolve Code of Conduct violations. This approach builds systems that address misbehavior and harm in a way that strengthens relationships and focuses on the harm done rather than only rule breaking. This approach enhances accountability, collaborative problem solving, responsibility, and empowers change and growth for all members of the community.

“School Property” means in or within any building, structure, athletic playing field, playground, parking lot, or land contained within the real property boundary line of a public elementary or secondary school; or in or on a school bus (Education Law §11[1]),

“School Bus” means every motor vehicle owned by a public or governmental agency or private school and operated for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity, to or from school or school activities, or, privately owned and operated for compensation for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity to or from school or school activities (Education Law §11[1]) and Vehicle and Traffic Law §142).

“School Function” means a school-sponsored extra-curricular event or activity (Education §11[2]).

“Sexual Orientation” means actual or perceived heterosexuality, homosexuality, or bisexuality (Education Law §11[5]). A person’s emotional, sexual and spiritual attraction to other people based on the gender of the other person. Sexual orientation is not the same as gender identity. Not all transgender youth identify as gay, lesbian or bisexual, and not all gay, lesbian and bisexual youth display gender-nonconforming characteristics.

“Transgender” is an adjective describing a person whose gender identity does not correspond to their assigned sex at birth.

“Transition” is the process by which a person socially, medically, and legally aligns their gender expression more closely to their actual gender identity and away from that associated with their assigned sex at birth.

“Violent student” means a student under the age of 21 who:

1. Commits, or threatens to commit, an act of violence upon a school employee, or attempts to do so.
2. Commits, or threatens to commit, while on school property or at a school function, an act of violence upon another student or any other person lawfully on school property or at a school function, or attempts to do so.
3. Possesses, while on school property or at a school function, a weapon.
4. Displays, while on school property or at a school function, what appears to be a weapon.
5. Threatens, while on school property or at a school function, to use a weapon.
6. Knowingly and intentionally damages, destroys, or threatens to damage or destroy, the personal property of any school employee or any person lawfully on school property or at a school function.
7. Knowingly and intentionally damages, destroys, or threatens to damage or destroy, school property.

“Weapon” means a firearm as defined in 18 USC 921 for purposes of the Guns-Free Schools Act. It also means any other gun, BB gun, pistol, revolver, shotgun, rifle, machine gun, disguised gun, dagger, dirk, razor, stiletto, switchblade knife, gravity knife, brass knuckles, sling shot, metal knuckle knife, box cutter, cane sword, electronic dart gun, Kung Fu star, electronic stun gun, pepper spray or other noxious spray, explosive or incendiary bomb or any other device, instrument, material or substance that can cause physical injury or death.

III. STUDENT’S RIGHTS AND RESPONSIBILITIES

A. Student Rights

The district is committed to safeguarding the rights given to all students under state and federal law. In addition, to promote a safe, healthy, orderly and civil school environment, all district students have the right:

1. to attend school in a positive, safe, clean, and supportive environment.
2. to take part in all District activities on an equal basis regardless of race, perceived race, color, national origin, weight, ethnic group, sex, religion, religious practices, gender, sexual orientation, or disability.
3. to present his/her version of the relevant events to school personnel authorized to impose a disciplinary penalty in connection with the imposition of the penalty.
4. to receive a copy of the school rules, and when necessary, receive an explanation of the rules from school personnel.

B. Student Responsibilities

Each district student has the responsibility:

1. to contribute to maintaining a safe, clean, and orderly school environment that is conducive to learning.
2. to show respect to other persons and to property.
3. to be familiar with and abide by all district policies, rules and regulations dealing with student conduct.
4. to punctually attend school every day unless they are excused, and to be in class, on time, prepared to learn.
5. to work to the best of their ability in all academic and extracurricular pursuits, and strive toward their highest level of achievement possible.
6. to respond to direction given by teachers, administrators, and other school personnel in a respectful, positive manner.
7. to develop mechanisms to control their anger.
8. to ask questions in class or in extra help when they do not understand.
9. to seek help in resolving problems that might lead to disruptions of a safe and orderly school environment.
10. to dress appropriately for school and school functions.
11. to accept personal responsibility for his/her actions.
12. to act as a representative of the district when participating in or attending school-sponsored extracurricular events, and to maintain the highest standards of conduct, demeanor, and sportsmanship.
13. to apply the principles of honesty, tolerance, courtesy, and dignity to all members of the school community.
14. to observe laws and school rules at all times.
15. to attend extra help if needed.

IV. ESSENTIAL PARTNERS

A. Parents

As partners in education, parents have the right:

1. to know what is expected of children with respect to the educational program, attendance, behavior, and deportment.
2. to know what children are being taught, and how children are being taught.
3. to know what progress their children are making, on a timely basis.
4. to be informed if the child experiences academic, health or social difficulty.
5. to see their children's school records.
6. to visit the child's school to communicate with child's teacher(s), principal, and other appropriate members of the professional staff.
7. to participate effectively in educational decision making.
8. to be consulted on important matters concerning their children's education.
9. to be treated with courtesy and respect at all times.

All parents have the responsibility:

1. to open a parent portal account and check it on a regular basis.
2. to recognize that the education of children is a joint responsibility of the parents and the school community.
3. to send their children to school ready to participate and learn.
4. to ensure their children attend school regularly and on time.
5. to ensure that children are not absent from school unnecessarily.
6. to insist their children are dressed and groomed in a manner consistent with the student dress code.
7. to help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment.
8. to know school rules and help their children understand them.
9. to convey to their children a supportive attitude toward education and the district.
10. to build good relationships with teachers, other parents and their children's friends.
11. to help their children deal effectively with peer pressure.
12. to show courtesy and respect for teachers and administrators.
13. to inform school officials of changes in the home situation that may affect student conduct or performance.
14. to provide a place for study and ensure homework assignments are completed.

B. Teachers

All district teachers have the right:

1. to receive cooperation and support from parents/guardians.
2. to expect the best educational performance from all students.
3. to work in an environment that is safe, orderly and free from disruption.
4. to be treated with courtesy and respect at all times.

Each district teacher has the responsibility:

1. to be prepared to teach.
2. to maintain a climate of mutual respect and dignity.
3. to demonstrate interest in teaching and concern for student achievement.
4. to know school policies and rules, and enforce them in a fair and consistent manner.
5. to communicate:
 - a. course objectives and requirements;
 - b. marking/grading procedures;
 - c. timely student progress;
 - d. assignment deadlines;
 - e. expectations for students;
 - f. classroom procedures and behavioral expectations.
6. to communicate regularly with students, parents and other professional staff concerning student growth, achievement, and behavior.
7. to be available for extra help.

C. Principals and Other District Administrators

All district administrators have the right:

1. to receive cooperation and support from parents/guardians.
2. to expect the best educational performance from all students.
3. to work in an environment that is safe, orderly and free from disruption.
4. to be treated with courtesy and respect at all times.

Each district administrator has the responsibility:

1. to promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
2. to ensure that students and staff have the opportunity to communicate regularly with the principal and other administrators.
3. to regularly evaluate instructional programs.
4. to support the development of, and student participation in, appropriate extracurricular activities.
5. to be responsible for consistently enforcing the code of conduct, and ensuring that all cases are resolved promptly and fairly.

D. Superintendent

The Superintendent has the responsibility:

1. to promote a safe, orderly, and stimulating school environment, supporting active teaching and learning.
2. to review with district administrators the policies of the Board of Education and state and federal laws relating to school operations and management.
3. to inform the Board about educational trends relating to student discipline.
4. to create instructional programs that minimize problems of misconduct, and is sensitive to student and teacher needs.
5. to work with district administrators to consistently enforce the code of conduct and ensure that all cases are resolved promptly and fairly.
6. to ensure that Superintendent's hearings are conducted promptly, fairly and consistent with law and regulation.

E. Board of Education

The Board of Education has the responsibility:

1. to collaborate with student, teacher, administrator, and parent organizations, school safety personnel and other school personnel to develop a code of conduct that clearly defines expectations for the conduct of students, district personnel and visitors on school property and at school functions.
2. to regularly review (at least annually) and adopt the district's code of conduct, to evaluate the code's effectiveness and fairness, and the consistency of its implementation.
3. to lead by example by conducting Board meetings in a professional, respectful, courteous manner.

V. EXPECTATIONS FOR STUDENTS AND OTHERS ON SCHOOL PROPERTY AND AT SCHOOL FUNCTIONS

The Board of Education of West Islip U.F.S.D. is committed to providing an orderly, respectful environment where students and all others are expected to conduct themselves in an appropriate and civil manner with proper regard for the rights and welfare of others and for the care of all school property.

To achieve these goals, listed below are rules of conduct for students and all others who come to the West Islip U.F.S.D. These rules of conduct apply on school property, on school buses, and in all school activities either on or off West Islip school property.

A. Student Dress Code (Policy 7312)

The responsibility for the dress and appearance of students shall rest with individual students and parents. They have the right to determine how the student shall dress, provided that such attire meets the requirements specified below; complies with requirements for health and safety; does not interfere with the educational process; or impinge upon the rights of others. The administration is authorized to take action in instances where individual dress does not meet these stated requirements.

While the school administration may require students participating in physical education classes and labs to wear certain types of clothing such as sneakers, socks, shorts, tee shirts, they may not prescribe a specific brand that students must buy.

This policy does not mean that student, faculty, or parent groups may not recommend appropriate dress for school or special occasions. It means that a student shall not be prevented from attending school or a school function, or otherwise be discriminated against, so long as his/her dress and appearance meet the requirements below.

All students are expected to give proper attention to personal cleanliness and to dress appropriately for school and school functions including extracurricular and athletic activities. Students and their parents have the primary responsibility for acceptable student dress and appearance. Teachers and all other District personnel should exemplify and reinforce acceptable student dress and help students develop an understanding of appropriate appearance in the school setting and at school activities.

Dress should:

- Be safe, appropriate and not disrupt or interfere with the education process.
- Not include extremely brief, tight and short garments such as tube tops, net tops, halter tops, spaghetti straps, plunging necklines (front and/or back), see-through garments and garments which are designed to expose bare midriffs, skirts and shorts that are excessively revealing are not appropriate.
- Ensure that underwear is completely covered with outer clothing.
- Include footwear at all times. Footwear that is a safety hazard will not be allowed.
- Not include the wearing of coats except for medical purposes.
- Not include items that are vulgar, obscene, libelous or denigrate others on account of race, color, religion, creed, national origin, gender, sexual orientation, disability, or are gang related.
- Not promote and/or endorse the use of alcohol, tobacco or illegal drugs and/or encourage other illegal or violent activities.
- Not include the wearing of hats or head cover in the classroom except for medical or religious purposes.

Each building principal or his/her designee shall be responsible for informing students and their parents of the student dress code at the beginning of the school year and any revisions to the dress code made during the school year. Additionally, the principal or his or her designee shall have the authority to determine a violation of the "Dress Code".

This code is designed to be a guide and is by no means all-inclusive. Final decision concerning the appropriateness will be made by the building administrator. Students who violate the student dress code shall be required to modify their appearance by covering or removing the offending item and, if necessary or practical, replacing it with an acceptable item. Any student who refuses to do so shall be subject to discipline, up to and including out-of-school suspension. Any student who repeatedly fails to comply with the dress code shall be subject to further discipline, up to and including out-of-school suspension.

B. Rules of Conduct

The Board of Education of the West Islip School District believes that each student is expected to be responsible for his/her own behavior and follow the rules of conduct adopted by the Board of Education. These rules of conduct focus on personal safety and respect for the rights and property of others. Students who fail to meet this expected degree of responsibility and violate school rules may be subject to disciplinary action, up to and including suspension from school, if they engage in conduct that is disorderly, insubordinate, disruptive, violent, or endangers the safety, morals, health, or welfare of others.

Examples include those guidelines for a safe school listed below:

1. Drugs, synthetic cannabinoids, and alcohol are prohibited on school grounds by state and federal laws and Board policy.
2. Smoking and the use of all tobacco products are prohibited on school grounds.
3. Skateboards, scooters, rollerblades, all-terrain vehicles (ATVs), and hover boards are banned from school grounds; bicycles must be walked on schools grounds.
4. Pushing, fighting, vulgar language, spitting, etc. are prohibited.
5. Students are not permitted to possess any object on school grounds that can be used as a weapon.
6. Students must adhere to the bus safety rules and directives from the bus driver at all times.

7. Destruction of school property is strictly forbidden and can result in immediate suspension; parents may be liable for the cost of repairs to the school/school property.
8. Trespassing on school grounds after dark and on weekends when school is closed is strictly forbidden,
9. Courtesy and respect for teachers and staff members are expected from students at all times.
10. Respect and courtesy for fellow students is expected at all times.

Strict enforcement of school safety rules and policies will be directed by the Principal. Parents will receive immediate notification of any violations. Parents are expected to assume primary responsibility for their children. A hearing before the Superintendent will be scheduled in case of extreme misbehavior. Repeat offenders can face detention or temporary/permanent suspension.

VI. REPORTING VIOLATIONS

The Code of Conduct offers an opportunity to reinforce the importance of reporting incidents of discrimination, harassment and bullying. The Code of Conduct must include procedures by which violations are reported and investigated, and by which disciplinary measures are imposed and implemented.

The amendment to Section 100.2(kk) of the Commissioner's Regulations revises the regulation to conform to and implement the reporting requirements of Chapter 102 by adding provisions for reporting of incidents of harassment, bullying/cyberbullying and discrimination to the Superintendent, principal, or their designee, including requirements that:

- School employees who witness harassment, bullying, and/or discrimination or receive an oral or written report of such acts shall promptly orally notify the principal, Superintendent, or their designee not later than one school day after such employee witnesses or receives a report of such acts, and shall also file a written report with the principal, Superintendent, or their designee no later than two school days after making an oral report.
- The principal, Superintendent or the principal's or Superintendent's designee shall lead or supervise the thorough investigation of all reports of harassment, bullying and/or discrimination, and ensure that such investigation is completed promptly after receipt of any verbal or written reports.
- When an investigation verifies a material incident of harassment, bullying, and/or discrimination, the Superintendent, principal, or designee shall take prompt action, reasonably calculated to end the harassment, bullying, and/or discrimination, eliminate any hostile environment, create a more positive school culture and climate, prevent recurrence of the behavior, and ensure the safety of the student or students against whom such behavior was directed.
- The principal, Superintendent, or their designees shall notify promptly the appropriate local law enforcement agency when it is believed that any harassment, bullying or discrimination constitutes criminal conduct.
- The principal shall provide a regular report, at least once during each school year, on data and trends related to harassment, bullying, and/or discrimination to the Superintendent.
- Pursuant to Education Law Section 13, retaliation by any school employee or student shall be prohibited against any individual who, in good faith, reports or assists in the investigation of harassment, bullying, and/or discrimination.

The West Islip School District has as its goal the establishment of a teaching and learning environment that will allow students to develop to their fullest potential in all areas of educational endeavor. In order to maintain this environment it is expected that all students, staff, visitors and others while on school property or in attendance at school functions will be aware of all school rules and observant when violations occur. This awareness will promote good citizenship by students and insure their participation in all activities.

However, when violations of school rules occur, including discrimination and harassment against students by employees or students on school property or at a school function, the prompt reporting by students and staff of all violations of the Code of Conduct to their appropriate teacher, counselor, building principal or supervisor is required. All reported violations should be dealt with by the appropriate staff member in a timely, fair and legal manner.

Any student or staff member who observes a person(s) with a weapon(s), drug, synthetic cannabinoid, alcohol and/or any illegal substance on school property or at a duly sponsored school event, must report this violation immediately to the appropriate supervisor. If possible, the weapon, drug, synthetic cannabinoid, alcohol, illegal substance must be confiscated immediately. If students are involved, parents must be notified as soon as possible and appropriate discipline applied.

The principal or his/her designee must notify the appropriate local law enforcement agency of those code violations that constitute a crime and substantially affect the order or security of a school as soon as practical, but in no event later than the close of business the day the principal or his/her designee learns of the violation. The notification may be made by telephone, followed by a letter mailed on the same day as the telephone call is made. The notification must identify the student and explain the conduct that violated the code of conduct and constituted a crime.

A DASA alleged bullying form can be found on the district website and in the appendix.

VII. DISCIPLINARY POLICIES AND PROCEDURES

The Dignity Act emphasizes the creation and maintenance of a positive learning environment for all students. In addition, the amended Dignity Act requires the development of measured, balanced, progressive, and age-appropriate responses to discrimination, harassment, and bullying of students by students and/or employees. Remedial responses should be included in the Code of Conduct and place the focus of discipline on discerning and correcting the reasons why discrimination, harassment, and bullying occurred. The remedial responses should also be 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:

- peer support groups;
- assignment of an adult mentor at school that the student checks in with at the beginning and end of each school day;
- corrective instruction that reemphasizes behavioral expectations or other relevant learning or service experience;
- management of student in a reflective activity, such as writing an essay about the misbehavior and its impact on others and how the student might handle the situation differently in the future and/or make amends to those who have been harmed;
- supportive intervention and/or mediation where constructive conflict resolution is modeled;
- behavioral assessment or evaluation;
- behavioral management plans or behavior contract, with benchmarks that are closely monitored;
- student counseling and parent conferences that focus on involving persons in parental relation in discipline issues.

The West Islip School District recognizes that students must exhibit responsible behavior and that they must be held accountable for their actions. In addition, it is important to note that discipline varies in style and implementation. The underlying purpose, whether it be time honored classroom management strategies or more severe and permanent disciplinary measures, is to effectively change student behavior to conform to acceptable district-wide and building standards. School personnel who interact with students are expected to use disciplinary action only when necessary and to place emphasis on the student's ability to develop self-discipline.

A. Discipline, to be effective, will be fair, consistent and firm.

There must be a clear relationship between behavior and consequences. The West Islip School District has adopted a uniform discipline code for all students. It is recognized that the primary responsibility for student discipline lies with each staff member. However, when a staff member feels a referral is necessary, the principal and his/her designees shall apply the code based on the infraction and the student's prior disciplinary record. Follow-up with the referring staff members shall be the responsibility of the principal and the deans. In deciding disciplinary procedures it is expected that those imposing discipline will consider the following:

1. The student's age;
2. The nature of the offense;
3. Information from all interested parties – witnesses, parents, teachers, and others as appropriate;
4. Extenuating circumstances;
5. The progressive nature of various disciplinary practices as they relate to the specific event;
6. If the conduct is related to a disability, or suspected disability, procedures relative to applicable laws will be maintained, and referrals to the Committee on Special Education will be made. These procedures are listed separately in this Code of Conduct. A student identified as having a disability shall not be disciplined for behavior related to his/her disability. This does not negate referrals to government agencies if laws are violated, nor does it mitigate the implementation of strategies to support a change in the student's behavior.

B. Range of Penalties

The range of penalties which may be imposed for violating the code of conduct are set forth below (and can be imposed in any order):

- Collaborative problem solving
- Community Service (with parental consent)
- Conflict Resolution
- Development of Individual behavioral contract
- Functional Behavior Analysis
- Interventions by Counseling staff
- Mentoring
- Parent Outreach
- Peer Mediation
- Positive behavior interventions and supports
- Referral to a community-based organization
- Referral to Instructional Support Team
- Referral to Child Study Team
- Short-term behavioral progress reports
- Verbal warning - any staff member;
- Written warning and notification of parents - bus drivers, counselors, teachers, principals, or the Superintendent;
- Detention - teachers, principals or the Superintendent;
- Suspension from transportation - principal or the Superintendent;
- Suspension from extra-curricular activities - activity director, principal or the Superintendent;
- Exclusion from a particular class* – teachers, principal, or the Superintendent;
- In-school suspension* - Principal or the Superintendent;
- Suspension - short term (5 days or less)* – principal, the Superintendent, or the Board of Education;
- Suspension - long term (greater than 5 days)* - the Superintendent or the Board of Education;
- Permanent suspension from school - Superintendent or the Board of Education.

* As limited by law and regulation.

The type and extent of punishment shall be determined by the building Principal or Superintendent according to present Board Policy. Such discipline measures shall be appropriate to the seriousness of the offense and, where applicable to the previous disciplinary record of the student. Any suspension from attendance upon instruction may be imposed only in accordance with Education Law Section 3214 (3). Detention, in-school suspension, out of school suspension and police contact will be administered according to the schedules contained in the Code of Conduct.

C. Transportation Safety

1. *Bus Safety*

*School bus transportation is a privilege that may be withdrawn for inappropriate behavior. Transportation safety is a matter of teamwork and requires the constant support and attention of pupils and parents as well as the personnel of the schools. A student is to ride the bus to which he/she is assigned. **The bus driver is in complete charge of the bus and its occupants at all times.** Students riding the bus must comply with the requests of the driver.*

Bus Stop Safety: Parents at a particular bus stop should arrange for some type of mutually agreed upon supervision. Parents are responsible for the actions and safety of pupils walking to and from bus stops.

Bus Safety Rules: Parents should review bus safety rules with their children:

- a. Students should not engage in any physical exchanges on the bus.
- b. Students must treat the bus driver, other students, and the bus equipment with respect.
- c. Students must remain seated and facing front when the bus is in motion.
- d. Students should talk quietly and make no unnecessary noise.
- e. Heads and arms must be kept inside the bus at all times.
- f. Students should not litter inside or outside the bus at any time.

Transportation Changes: Any student taking a bus other than the one assigned to him/her must bring a note signed by the parent or guardian to the office first thing in the morning for approval. Students assigned to a bus who plans to walk or ride bikes must also submit a note.

Infractions of the above rules will be brought to the attention of the principal. Abuse of bus privileges will result in one or more of the following:

1. assigned seat on the bus;
2. loss of recess privileges;
3. detention;
4. denial of bus privileges.

2. Bicycle Safety

All bicycles ridden to school should be walked on school grounds and locked in the bike rack. Bike riders must wear helmets in accordance with the law. The principal will notify parents of students who violate the bicycle helmet law on school property.

3. Car Safety

Parents delivering or picking up students at school must follow the established school building protocols during arrival and dismissal times. *Offenders may be reported to district transportation for follow up by the Suffolk County Police Department.*

It is illegal to pass a school bus with flashing red lights whether on the street or on school property.

4. Walker Safety

Walkers should arrive and leave school property in a safe and orderly manner. Children should arrive no earlier than 15 minutes prior to the start of their school day.

D. Cafeteria

In order to create a safe and enjoyable atmosphere for all students, students are expected to wait patiently in line, stay seated when eating, speak quietly, and use appropriate table manners. Each student must clean up his/her eating space before leaving. Students are also expected to listen to and show respect for the adults in charge. Students engaging in conduct that is unsafe or inappropriate for themselves or others will be removed from the cafeteria and may experience temporary loss of lunchroom privileges. Staff members will report all inappropriate behavior to the classroom teacher and/or the principal. Continued unsafe or unacceptable behavior will result in parental contact by the principal.

E. Recess for elementary students

All students enjoy a recess period held out of doors, weather permitting. *Whether indoors or out, students will be expected to practice self-control, cooperation and respect for others and their property.* Safety is a top priority. All children are expected to listen to and follow the directions of the staff. On the playground the following rules must be obeyed:

1. Keep within the boundaries and off of anything other than the playground equipment.
2. Use equipment safely.
3. Keep hands, feet and objects to him/herself - no play fighting.
4. Do not throw rocks, sand or any object that may pose a danger to self or others.
5. Line up when the whistle is blown or the adult-in-charge gives direction.
6. Report any problem to the nearest adult.

Children engaging in conduct that is unsafe for themselves or for others will be removed from the cafeteria and/or lose recess time. The staff will report all inappropriate behavior to the classroom teacher and/or the principal. Continuous unsafe or inappropriate behavior will result in parental contact by the principal.

F. Classroom

All general rules of conduct will be used as a guideline in the classroom. In most cases teachers handle routine problems; however, the principal occasionally must contact parents and hold conferences relative to student misbehavior. In some cases, detention, teacher-recommended removal, in-school suspension, or suspension from

school may be necessary. In all dealings with student discipline, a fair and reasonable climate will always prevail. Parents will always be apprised when a child exhibits a continuing pattern of inappropriate behavior.

G. Remote Learning

All general rules of conduct will be utilized as a guideline in remote learning. In most cases teachers handle routine problems; however, the principal occasionally must contact parents and hold conferences relative to student misbehavior. In some cases, detention, teacher-recommended removal, in-school suspension, or suspension from school may be necessary. In all dealings with student discipline, a fair and reasonable climate will prevail. Parents will be apprised when a child exhibits a continuing pattern of inappropriate behavior.

Disciplinary Offenses and Administrative Actions

All students and parents are expected to become familiar and comply with the following rules of conduct. Parents should keep this information accessible throughout the school year for easy reference if a problem should occur.

General Rules of Conduct

1. Students have primary responsibility for their actions, and must exercise self-control.
2. Students must observe the safety rules of the school for their own safety and that of others.
3. Students are reminded that any teacher or staff member in the school has the right and responsibility to correct unruly individuals at any place, at any time.
4. Students shall show respect for the person and property of others around them.
5. Students are expected to show respect for school property and take good care of books, desks, electronics, and other furniture and equipment.
6. Students shall follow the classroom rules established by the teacher(s).
7. Students shall not wear clothing that is distracting, disruptive or dangerous.

Off-Campus Conduct

Students may be disciplined for off-campus conduct that may endanger the health or safety of pupils and/or staff within the educational system or adversely affect the education process.

**West Islip Public Schools
CODE OF CONDUCT VIOLATIONS**

The Superintendent of Schools and/or District Administrators may take the appropriate actions to ensure a safe and educationally sound learning environment for all students and staff. Any offense may be referred for a Superintendent's Hearing at the discretion of the Principal.

I. VIOLATIONS AGAINST PERSONS	
a	Homicide
b	Forcible or other Sex Offenses
c	Robbery: forcible stealing of property from a person by using or threatening the use of physical force
d	Kidnapping
e	Assault with Serious Physical Injury: causing physical injury to another person requiring hospitalization
f	Assault with Physical Injury: engaging in behavior which could potentially cause a serious risk of injury to other students, staff members, or oneself
g	Reckless Endangerment: engaging in behavior which creates a risk of injury to self or others
h	Physical Harassment, Horseplay, Roughhousing, Inappropriate Physical Contact: striking, shoving, or kicking another person or subjecting another person to unwanted or inappropriate physical contact with the intent to harass, annoy, or alarm another person
i	Fighting / Minor Altercations: two or more parties contributing to a situation by physical means
j	Intimidation, Harassment, Menacing, Taunting, Teasing or Bullying / Verbal Harassment: threatening, stalking, or seeking to coerce or compel a person to do something; engaging in verbal conduct that threatens another with harm. Includes any form of harassment that does not involve actual physical contact, but does involve the threat of harm, including verbal harassment or use of any kind of electronic device to tease, taunt or harass others
k	Verbal Abuse: disrespectful language or gestures to another person
l	Hazing: engaging in physical or emotional abuse of a team /club member conspiring in or failing to report hazing

II. VIOLATIONS AGAINST PROPERTY	
<i>a</i>	Extortion: obtaining property or assistance through coercion
<i>b</i>	Burglary: entering or remaining unlawfully on school property with the intent to commit a crime
<i>c</i>	Criminal Mischief/ Willful Damage of Property: intentional destruction of school and/or personal property, including vandalism and graffiti
<i>d</i>	Theft: unlawful taking of property/ Possession of Stolen Property
III. VIOLATIONS AGAINST PUBLIC HEALTH & SAFETY	
<i>a</i>	Arson: deliberate setting of a fire
<i>b</i>	Bomb Threat
<i>c</i>	False Fire Alarm
<i>d</i>	Explosive Devices: possession and/or detonation of fireworks or other explosive devices
<i>e</i>	Nuisance Devices: use or possession of smoke or stink bombs, snappers, paintballs or other devices creating a public nuisance
<i>f</i>	Discharging Fire Extinguisher
<i>g</i>	Open Flame: use of matches, lighters, other ignition devices or possession of such on school property, unless supervised by a staff member
<i>h</i>	Riot: four or more persons simultaneously engaging in tumultuous and violent conduct
<i>i</i>	Weapons Possession: having or bringing a weapon onto school property (including knives of any type or size)
<i>j</i>	Controlled Dangerous Substances /Drugs/Synthetic cannabinoids: possession of any substance and/or paraphernalia, use, sale, distribution, and/or under the influence of such
<i>k</i>	Alcohol: possession, use, sale, distribution, and/or under the influence, refusing to submit to breathalyzer test (per B.O.E. policy)
<i>l</i>	Tobacco: use or possession of any type of tobacco product, electronic cigarettes or related items, including, but not limited to the following: rolling paper, lighter, matches. (For students caught smoking on school grounds, the Suffolk County Board of Health will be notified.)
IV. VIOLATIONS AGAINST SCHOOL ADMINISTRATIVE PROCEDURES	
<i>a</i>	Insubordination: willful refusal to follow given directions. (Infractions during emergency situations or drills will incur more severe penalties.)
<i>b</i>	Disruptive Behavior
<i>c</i>	Disruptive Behavior for Substitute
<i>d</i>	Disruptive Behavior in Cafeteria
<i>e</i>	False Identification: refusal to give or giving false identification when requested to do so by a staff member
<i>f</i>	Forgery: falsifying signatures, dates, and/or data
<i>g</i>	Outside the Building without Permission
<i>h</i>	Leaving Early without Signing Out
<i>i</i>	Truancy: not coming to school or arriving late without parent awareness/approval

<i>j</i>	<i>Cutting class</i> (and staying in school)
<i>k</i>	<i>Cutting a class with a substitute teacher</i>
<i>l</i>	<i>Cutting Assigned Detention</i>
<i>m</i>	<i>Misuse of Hall Pass</i>
<i>n</i>	<i>Violation of Suspension</i>
<i>o</i>	<i>Disruptive Behavior in ISS Room</i>
<i>p</i>	<i>Failure to Stay for Detention</i>
V. VIOLATIONS AGAINST ACADEMIC INTEGRITY	
<i>a</i>	<i>Plagiarism of assignment / research paper</i>
<i>b</i>	<i>Cheating / Copying another's work / etc.</i>
VI. VIOLATIONS AGAINST PUBLIC DECENCY	
<i>a</i>	<i>Gambling / Possession of Related Items</i> (cards, dice, etc.)
<i>b</i>	Discrimination: Communication or any activity that is offensive to another's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, or sex. This prohibited behavior includes, but is not limited to, threats, intimidation, or abuse.
<i>c</i>	Sexual Harassment: unwanted and unwelcome sexual or gender-based behavior including but not limited to overt or implicit bribes, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature or that is based on sexual/gender stereotypes.
<i>d</i>	Obscenity/Profanity: language, gestures, drawings or clothing that are obscene or profane
<i>e</i>	<i>Violation of Dress Code</i>
VII. VIOLATIONS AGAINST STUDENT TRANSPORTATION REGULATIONS	
<i>a</i>	<i>Violating Traffic Rules / Reckless Driving:</i> driving in a manner that endangers people and/or property
<i>b</i>	<i>Taking Underclassmen off Campus in Senior's Vehicle</i>
<i>c</i>	<i>Abusing Lunch Release / Early Release Privileges</i>
<i>d</i>	Unruly Bus Behavior: engaging in dangerous or destructive actions while stopped or during the ride, especially those which distract the driver

VIII. VIOLATIONS REGARDING ELECTRONIC DEVICES

<i>a</i>	<i>Violations of BOE Policy 7315 and related guidelines regarding student use of personal electronic devices</i> will be addressed as per page 12, section B of the Code of Conduct. BOE Policy 7315 and related guideline documents can be located on the homepage of every building's website under Important Links.
<i>b</i>	<i>Use of electronic device during an emergency situation</i> such as fire drills, building evacuations, etc. until given the "all clear" to do so by the Administration.
<i>c</i>	<i>Use of electronic devices during a test or quiz or relaying test information to others at a later time (cheating). Use of electronic devices during a State Exam (Regents/RCT)</i>
<i>d</i>	<i>Use of electronic devices to harass, invade privacy, or transmit inappropriate info/photos/video of self or others</i> (i.e. via internet, e-mail, instant messages, cell phones, digital photos, video clips, etc.). Cell/camera phone use in locker rooms is strictly prohibited and subject to prosecution.
<i>e</i>	<i>Abuse of School Computers:</i> Damage of equipment/software through physical act or electronic means or otherwise violating the Acceptable Use Policy (AUP)
<i>f</i>	<i>Using school computers in an inappropriate manner:</i> Changing computer screens, fonts and settings or in any other way interfering with the function of school electronic equipment, including SMART Boards
<i>g</i>	<i>Use of electronic device on school property or function to download or visit inappropriate websites</i>
<i>h</i>	<i>Use of any kind of electronic device to take a picture or video/audio recording of any kind on school property or function, without the permission of the pictured individual or of the principal or his/her designee</i>
<i>i</i>	<i>Use of any kind of electronic device on school property or function that compromises the health, safety and well-being of the students and school</i>

Disciplinary Offenses and Resulting Administrative Actions: Consequences for Unacceptable Behavior

The West Islip School District has adopted a uniform discipline code for all students. It is recognized that the primary responsibility for student discipline lies with each staff member. However, when a staff member feels a referral is necessary, the Principal and the Assistant Principal shall apply the code based on the student's prior disciplinary record, consistent with the district Code of Conduct. Follow-up with the referring staff member shall be the responsibility of the Principal, Associate/Assistant Principals, and Deans. Follow-up with parents shall be the initial responsibility of the referring teacher.

Consequences of unacceptable behavior include detention, in-school suspension, out-of-school suspension, and loss of privileges. Any student whose behavior continues to be unacceptable shall be referred to the appropriate pupil personnel service and/or an alternative school setting. Following is a listing of disciplinary offenses and the actions that the Principal, Associate/Assistant Principals, and Deans shall enforce for infractions of the Code of Conduct. It is recognized that on a rare occasion extenuating circumstances may make other administrative options more appropriate. Administrative actions will be more severe when the offense is directed towards a member of the staff (i.e. Custodians, Bus Drivers, Teaching Assistants, Teacher Aides, Secretaries, Teachers, and Administrators). Students who are suspended shall not participate in any school activities until the time of reinstatement.

Note: A parent conference may be required for each suspension. Conferences are conducted during the normal school day.

A. Administrative Actions

The amount of due process a student is entitled to before a penalty is imposed will depend on the type of penalty being imposed. In all cases, regardless of the penalty imposed, the school personnel authorized to impose the penalty must inform the student of the misconduct he/she is alleged to have committed, and must investigate the facts surrounding the alleged misconduct. All students will have an opportunity to present their version of the facts to the school personnel imposing the discipline.

Students who receive penalties other than verbal warning, written warning or written notification to their parents are entitled to additional rights before the penalty is imposed.

1. Detention

The Board of Education believes that detention is an effective method of discipline for students. A student who violates the student disciplinary code may be assigned detention by the building Principal or designee. In order for a student to be placed in detention, the Building Principal and the parent or guardian must be notified, and the student must have transportation home.

2. Transportation Suspension

When a student does not comply satisfactorily with bus rules, school bus personnel must report violations to the building Principal. Riding privileges may be suspended when problems become serious and result in a compromise of rider safety. In these cases the parent will be responsible for getting the student to and from school. Should the suspension from transportation result in a suspension from attendance, the district will make appropriate arrangements to provide for the student's education. Reasonable opportunity will be provided for informal conferences between the building Principal and the student and the student's parent to discuss the conduct and the penalty involved.

3. Suspension from Extracurricular Participation and Other Privileges

A student subjected to a suspension from athletic participation, extracurricular activities or other privileges is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with reasonable opportunity for an informal conference with the district official imposing the suspension to discuss the conduct and the penalty involved.

4. In School Suspension

The Board recognizes the school must balance the need of students to attend school and the need for order in the classroom to establish an environment conducive to learning. As such, the Board of Education authorizes Principals and the Superintendent to place students who would otherwise be suspended from school as the result of a code of conduct violation in "in-school suspension". The in-school suspension teacher will be a certified teacher.

A student subjected to an in-school suspension is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the district official imposing the in-school suspension to discuss the conduct and the penalty involved.

B. Suspension from School

Suspension from school is a severe consequence that may be imposed upon students who are insubordinate, disorderly, violent or disruptive, or whose conduct otherwise endangers the safety, morals, health, or welfare of self or others.

The Board retains its authority to suspend students, but places primary responsibility for the suspension of students with the building Principals (short-term suspension) or the Superintendent (long-term suspension).

Any staff member may recommend to the Principal that a student be suspended. All staff members must immediately report and refer a violent student to the Principal for violation of the Code of Conduct. All recommendations and referrals shall be made in writing unless the conditions underlying the recommendation or referral warrant immediate attention. In such cases a written report is to be prepared as soon as possible by the staff member recommending the suspension.

The Principal, upon receiving a recommendation or referral for suspension or when processing a case for suspension, shall gather the facts relevant to the matter and record them for subsequent presentation, if necessary.

1. Short-term (5 days or less) suspension from school:

Students may be suspended from school for insubordinate, disorderly, violent or disruptive behavior, or for conduct that otherwise endangers the safety, morals, health or welfare of him/herself or others. Any student who repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom shall be referred to the building Principal for removal from class for a suspension of up to five days. For the purpose of this Code of Conduct "being repeatedly and substantially disruptive" means engaging in conduct that results in the student being removed from the classroom by the teacher, pursuant to Education Law §3214 and this Code, on four or more occasions during semester, or three or more occasions during a trimester. If suspension is proposed, the student and the student's person(s) in parental relation will be given the same notice and opportunity for a hearing given to all students subject to suspension.

All requirements of law shall be followed:

- Suspensions may be made by a Principal for a period of time not to exceed five school days
- Suspensions may not be approved by any other staff member.
- The student being suspended must be told of the suspension and the reason for the suspension by the appropriate administrator.
- The person in parental relation to the student is to be notified immediately with a letter to follow.
- The written notice must be delivered to the last known address of the parents through one or more of the following means: delivery by district personnel, delivery by express mail, personal delivery, or delivery by some other means that is reasonably calculated to assure receipt of the notice within 24 hours. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents.
- The student and person in parental relation to the student shall, on request, be given an opportunity for an informal conference with the building administrator. At the informal conference, the pupil and/or the pupil's parent have the right to present the pupil's version of the incident, and to question the complaining witness(es) against the pupil.
- A copy of the suspension letter shall be placed in the student's file.
- Upon return to school for reinstatement, the student should be accompanied by either or both parents/guardians for a reinstatement interview, if possible.
- **An appeal of a decision from the Principal must be made, in writing, to the Superintendent no later than fifteen (15) days from the date of suspension. An appeal of the Superintendent's decision must be made, in writing, to the Board of Education no later than fifteen (15) days from the date of the Superintendent's decision. (Policy 7313).**

2. Long Term (more than 5 days) suspension from school; Permanent Suspension: As prescribed by law, the following behaviors are serious enough to justify long term (more than 5 days) suspension from school, or permanent suspension:

- a. **Bringing a weapon to school:** Any student found guilty of bringing a weapon onto school property will be subject to suspension from school for one calendar year. Before being suspended, the student will have an opportunity for a hearing in the district pursuant to Education Law §3214. The Superintendent has the authority to modify the term of the suspension on a case-by-case basis.

In deciding whether to modify the suspension period the Superintendent may consider the student's age, grade

- in school, prior disciplinary record, potential effectiveness of other forms of discipline, input from parents, teachers, and/or others, other extenuating circumstances.
- b. **Committing violent acts other than bringing a weapon to school:** Any student who is found to have committed a violent act other than bringing a weapon onto school property shall be subject to suspension from school for one calendar year. The Superintendent has the authority to modify the term of suspension on a case-by-case basis using the same factors as were described above for modifying a one year suspension for possessing a weapon.
 - c. **Students who repeatedly are substantially disruptive of the educational process, or substantially interfere with the teacher's authority over the classroom.** Any student who is found to be repeatedly substantially disruptive of the educational process, or substantially interfere with the teacher's authority over the classroom, shall be subject to suspension from school for one calendar year. The Superintendent has the authority to modify the term of suspension on a case- by-case basis using the same factors as were described above for modifying a one-year suspension for possessing a weapon.
 - d. **Other reasons deemed appropriate by the Superintendent** may result in a suspension greater than five school days.

If the proposed suspension exceeds five days, the student and person(s) in parental relation will be provided with an opportunity for a fair hearing, upon reasonable notice.

- During the conduct of the hearing, the pupil will be provided with notice of the following rights:
 - Representation by counsel.
 - To question complaining witnesses against the pupil
 - To present witnesses and evidence on the pupil's behalf.
 - To have the Superintendent issue subpoenas on the pupil's behalf.
 - To make a statement on his/her own behalf.
 - To have a record maintained.
 - To findings of fact by the Superintendent.
 - To prior notice of contents of the pupil's records, and the opportunity to rebut its effect before penalty is determined.
 - To appeal to the Board of Education.
- A record of the hearing will be maintained.
- When a student is suspended for more than five (5) days, the Superintendent or his/her designee shall convene a hearing pursuant to Education Law Section 3214. An appeal of a decision from the Superintendent of his/her designee must be made, in writing, to the Board of Education no later than thirty (30) days from the date of the hearing.

C. Teacher Removal of Disruptive Students

On occasion, a student's behavior may become substantially disruptive. For purposes of this Code of Conduct, this student is one who is **substantially disruptive** of the educational process or **substantially interferes** with the teacher's authority over the classroom. A substantial disruption of the educational process or substantial interference with a teacher's authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher's instructions or repeatedly violates the teacher's classroom behavior rules. For students with a Behavior Intervention Plan, the teacher should employ the components of the student's Behavior Intervention Plan, and, if the disruptive behavior continues to be substantial, a formal removal process may begin concurrent with the safeguards of I.D.E.A. and the stipulations of the student's I.E.P. Students who are substantially disrupting or substantially interfering with the class may be removed for up to five days.

The procedural requirements for a formal removal by a teacher of a student are:

- If the disruptive student does not pose a danger or on-going threat of disruption to the academic process, the teacher must provide the student with an explanation for why he or she is being formally removed and give the student an opportunity to explain his or her version of the relevant events before the student is removed. Only after the informal conversation may a teacher formally remove a student from class.
- If the student poses a danger or ongoing threat of disruption, the teacher may order the student to be formally removed immediately. The teacher must, however, explain to the student why he or she was removed from the classroom and give the student a chance to present his or her version of the relevant events within 24 hours. The teacher must contact the parent by the end of the school day on which the student was removed and explain the circumstances under which the student was removed.
- The teacher must complete the established form for a formal removal by a teacher and meet with the principal or his or her designee as soon as possible, but no later than the end of the school day, to explain the circumstances of the formal removal and to present the form. If the principal or designee is not available by the end of the same school day, the teacher must leave the form with the secretary and meet with the principal or designee prior to the beginning of classes on the next school day.
- Within 24 hours after the student's formal removal by a teacher, the principal or another district administrator designated by the principal must notify the student's parents, in writing, that the student has been formally removed from the class and include an explanation. The notice must also inform the parent that he or she

has the right, upon request, to meet informally with the principal or the principal's designee and the teacher to discuss the reasons for the formal removal.

- The written notice must be delivered to the last known address of the parents through one or more of the following means: delivery by district personnel, delivery by express mail, personal delivery, or delivery by some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the student's formal removal by the teacher. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents.
- If at the informal meeting the student denies the charges, the principal or the principal's designee must explain why the student was formally removed and give the student and the student's parents a chance to present the student's version of the relevant events. The informal meeting must be held within 48 hours of the student's formal removal by a teacher. The timing of the informal meeting may be extended by mutual agreement of the parent and principal.

The principal or the principal's designee may overturn the formal removal of the student from class if any one of the following is found:

- The charges against the student are not supported by substantial evidence.
- The student's formal removal is otherwise in violation of law, including the district's Code of Conduct and/or federal or state laws regarding the education of students with disabilities.
- The conduct warrants suspension from school pursuant to Education Law §3214 and a suspension will be imposed. *Four removals within one semester will result in a suspension.*

The principal or his or her designee may overturn a formal removal by a teacher at any point between receiving the referral form issued by the teacher and the close of business on the day following the 48-hour period for the informal conference, if a conference is requested. No student removed from the classroom by the classroom teacher will be permitted to return to the classroom until the principal makes a final determination, or the period of the formal removal expires, whichever is less.

Any disruptive student who is formally removed from the classroom by the classroom teacher shall be offered continued educational programming and activities by a certified teacher in an alternate setting until the student is permitted to return to the classroom.

It is recommended that each teacher keep a complete log for all cases of formal removal of students from his or her class.

It is recommended that the principal keep a building log of all formal removals by teachers of students from class.

D. Referrals: In-School, Outside Agencies, Law Enforcement, Courts and Other Legal Actions

1. Referrals

- **Counseling** - The Counseling (Guidance) Department shall handle all referrals of students to counseling.
- **PINS Petitions** – Upon meeting legal requirements, the district may file a PINS (Person In Need of Supervision) in Family Court on any student under the age of 18 who demonstrates that he/she requires supervision and treatment by:
 - a. Being habitually truant and not attending school as required by Part One of Article 65 of the Education Law.
 - b. Engaging in an ongoing or continual course of conduct which makes the student incorrigible, ungovernable, or habitually disobedient, and beyond the lawful control of the school.
 - c. Knowingly and unlawfully possesses controlled dangerous substances/ drugs in violation of Penal Law 221.05.

2. Juvenile Delinquents and Juvenile Offenders

The Superintendent is required to refer the following students to the County Attorney for a juvenile delinquency proceeding before the Family Court:

- a. Any student under the age of 16 who is found to have brought a weapon to school, except any student 14 or 15 years old who qualifies for juvenile offender status under the Criminal Procedure Law 1.20.
- b. Any student age 16 and older or any student 14 or 15 years old who qualifies for juvenile offender status to the appropriate law enforcement authorities.

3. Referrals to Child Protection Services and Other Human Rights Agencies

Consistent with the district's commitment to keep students safe from harm and the obligation of mandated reporters and school officials to report to Child Protective Services when they have reasonable cause to suspect that a student has been abused or maltreated, the district will cooperate with local Child Protective Services workers who wish to conduct interviews of students on school property relating to allegations of suspected child abuse, and/or neglect, or custody investigations, to the extent that it is required by law.

All requests by Child Protective Services to interview a student on school property shall be made directly to the Principal or Superintendent. The Principal or Superintendent shall set the time and place of the interview. The Principal or designee shall decide if it is necessary and appropriate for a school official to be present during the interview, depending on the age of the student being interviewed and the nature of the allegations. If the nature of the allegations is such that it may be necessary for the student to remove any of his or her clothing in order for the Child Protective Services worker to verify the allegations, the school nurse or other district medical personnel must be present during that portion of the interview. No student may be required to remove his or her clothing in front of a Child Protective Services worker or school district official of the opposite sex.

A Child Protective Services worker may not remove a student from school property without a court order, unless the worker reasonably believes that the student would be subject to danger of abuse if he or she were not removed from school before a court order can reasonably be obtained. If the worker believes the student would be subject to danger of abuse, the worker may remove the student without a court order and without the parent's consent.

VIII. ALTERNATIVE INSTRUCTION

When a student of any age is removed from class by a teacher or a student of compulsory attendance age is suspended from school pursuant to Education Law 3214, the district will take immediate steps to provide alternative means of instruction for the student.

IX. DISCIPLINARY PROCEDURES AND PENALTIES FOR STUDENTS WITH DISABILITIES

Generally, if a student with a disability infringes upon the established rules of the district, disciplinary action shall be in accordance with the procedures set forth in this Code of Conduct. However, due to the protection afforded to students with disabilities under federal law, the suspension of such students presents a situation requiring the consideration of additional factors.

The Board of Education and staff recognize students with disabilities often display an array of behaviors that would be deemed disruptive within a regular education setting. These behaviors may include conduct that is disorderly, insubordinate, disruptive, violent, or conduct that endangers the health, safety or welfare of students and others as defined in this Code of Conduct. The district's special education programs incorporate behavior management systems as part of the overall instructional program that is designed to address the range of student behaviors.

A. General Procedures for Disciplining Students With Disabilities

Generally, if a student with a disability is being disciplined for an infraction that was not a direct result of the child's disability, or if the penalty imposed does not result in suspension that results in removal of the student for more than 10 cumulative days in a school year, then the child may be disciplined in the same manner and for the same duration as a non-disabled student.

If short-term suspensions result in removal of the student for more than 10 cumulative days in a school year, including days of in-school suspension, a manifestation determination must be conducted. A long-term suspension (over 10 school days) of a student with a disability constitutes a change in placement, and is subject to the provisions of federal law.

If a student has a disability, or school officials should reasonably suspect the student has a disability, the hearing process required by Education Law Section 3214 must be divided into several parts. A manifestation determination by the "Manifestation Team" must be conducted to determine whether the conduct underlying the charges relates to a disability. The Manifestation Team is comprised of a representative of the school district, the parent/guardian, and relevant members of the Committee on Special Education (CSE) as determined by the parent/guardian and the school district.

The Manifestation Team must review all relevant information in the student's file, including the student's Individual Education Program (IEP), any teacher observations, and any relevant information provided by the parents to determine if the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability, or if the conduct in question was the direct result of the district's failure to implement the IEP.

If the behavior is determined not to be related to the child's disability, discipline may be imposed in the same manner and for the same duration as a non-disabled student, provided the student receives the services necessary to enable the student to make progress with regard to the goals on the child's IEP and the general curriculum.

If the behavior is determined to be related to the child's disability, the CSE or Section 504 Committee must meet and consider the need for modifications in the child's IEP. A functional behavioral assessment (FBA) and a behavior intervention plan (BIP) must be conducted or modifications made to an existing plan, if necessary, to address the behavior.

B. Placing A Student in an Interim Alternative Education Setting (IAES)

An Interim Alternative Education Setting (IAES) is defined as a temporary educational placement for a period of up to 45 school days, other than the student's current placement at the time the behavior precipitating the IAES placement occurred that enables the student to continue to progress in the school's general curriculum, although in another setting, including those described in the student's IEP, that will enable the student to meet his/her IEP goals, and include services and modifications to address behavior which precipitated the IAES placement that are designed to prevent the behavior from recurring (8 NYCRR §201.2(k)).

Following a Superintendent's hearing, the Superintendent may order the placement of a student with a disability in an IAES, to be determined by the CSE, if the student's misconduct involves one of the following circumstances.

- The student carries or possesses a weapon (as defined by IDEA) to or at school, on school premises, or to or at a school function.
- The student knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function.
- The student has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function.

In addition, the District may seek to place a dangerous student in an IAES. However, if the student's parents do not consent to such a placement, the district may request an expedited hearing to seek an order from an impartial hearing officer to place the child in an IAES. If placement in an IAES is ordered by a hearing officer for a dangerous student, the CSE must meet to determine the IAES.

The procedures above also apply to a student presumed to have a disability.

X. VISITORS TO THE SCHOOLS

The Board encourages parents and other district citizens to be partners in student learning. Since schools are a place of work and learning, however, certain limits must be set for the aforementioned. The Principal or his or her designee is responsible for all persons in the building and on the grounds. For these reasons, the following rules apply to visitors to the schools:

1. Anyone who is not a regular staff member or student of the school will be considered a visitor.
2. All visitors to the school must report to the office of the Principal upon arrival at the school and state their business. They will be required to sign the visitor's register and will be issued a visitor's identification badge, which must be worn at all times while in the school or on school grounds. The visitor must return the identification badge to the Principal's office before leaving the building.
3. Visitors attending school functions that are open to the public, such as parent-teacher organization meetings or public gatherings, may be required to register.
4. All visitors who wish to visit a classroom while school is in session are required to arrange such visits in advance with the classroom teacher(s) so that class disruption is kept to a minimum. Permission for the visit must be obtained from both the teacher and the building administrator.
5. Teachers must not take class time to discuss individual matters with visitors.
6. Any unauthorized person on school property will be reported to the Principal or his or her designee. Unauthorized persons will be asked to leave. The police may be called if the situation warrants.
7. All visitors are expected to abide by the rules for public conduct on school property contained in this Code of Conduct
8. When individual members of the Board of Education visit the schools, they must abide by the regulations and procedures developed by the administration regarding school visits.

XI. RULES AND REGULATIONS FOR THE MAINTENANCE OF PUBLIC ORDER ON SCHOOL PROPERTY

The Board of Education recognizes that the fundamental purpose of the local schools is to develop lifelong learners who, as they pursue truth, will contribute to humanity out of a sense of personal self-worth and dignity. The Board also recognizes that the enrichment and, in fact, the very survival of any group comes about only as its individual members practice self-discipline, and demonstrate behavior which does not infringe or intrude on basic rights and freedoms of others. Responsible exercise of individual freedoms means respect for the democratic process and for the rights of all. Only in an atmosphere of mutual respect, self-restraint, civility and trust among all can these freedoms flourish.

Thus, the Board of Education is committed to the management of its schools in a manner that is consistent with the legal and moral rights of all but which neither tolerates nor condones actions or conduct in violation of our penal statutes. In setting forth the following regulations, nothing herein is intended, nor shall be construed, to limit or restrict freedom of speech nor peaceful assembly nor any constitutional or legal individual right. These regulations shall not be construed to prevent or limit communication between and among staff members (instructional and non-instructional), or to hamper sound educational practices or to relieve the school system of its special responsibility for self-regulation in the preservation of public order. Their purpose is not to prevent or restrain controversy and dissent, but to prevent abuse of individuals and to maintain that stable environment appropriate to a public school system without which there can be no intellectual freedom. These regulations shall be interpreted and applied to that end.

The following rules are adopted in compliance with Section 2801 of the Education Law. Said rules shall be subject to amendment or revision and any amendments or revisions thereof shall be filed with the Commissioner of Education and the Board of Regents within ten days, after adoption of such amendment or revision.

These rules are not intended to repeal, supersede or preclude any other rules relating to the same subject matter except to the extent they are inconsistent therewith. These rules shall govern the conduct of students, faculty and other staff, licensees, invitees, and all other persons, whether or not their presence is authorized, upon the premises or facilities of the District and also upon or with respect to any other premises or property, under the control of the District, used in its teaching, administrative, service, cultural, recreational, athletic and other programs and activities. In the event that any part of provision of these rules and regulations are invalid, all other remaining provisions shall remain in full force and effect.

A. Prohibited Conduct

Personal injury or physical restraint; property damage

1. No person, alone or with others, shall:
 - a. Willfully cause physical injury to any other person, nor threaten to do so for the purpose of compelling or inducing such other person to refrain from any act that he/she has a lawful right to do or to do any act that he/she has a lawful right not to do.
 - b. Physically restrain or detain any other person, nor remove such person from any place where he/she is authorized to remain.
 - c. Willfully damage or destroy property of the District nor remove or use such property without proper authorization.
 - d. Willfully take, damage, alter or destroy files, records, documents or other property of the District without appropriate authorization.

Disruption

1. No person shall disrupt or prevent the peaceful and orderly conduct of classes, lectures and meetings, or deliberately interfere with the freedom of any person to express his/her views, including invited speakers.
2. No person shall obstruct the free movement of persons and vehicles in any place to which these rules apply.
3. No person shall enter upon and remain in any building or facility of the District for any purpose other than its authorized uses, or in such manner as to obstruct authorized use by others.
4. No person shall do anything to disrupt any sports event, social event, or meeting of any sort conducted by or sponsored by the West Islip Union Free School District, or do anything to prevent others at such events from their enjoyment thereof.
5. No person shall willfully incite others to commit any of the acts herein prohibited with specific intent to procure them to do so.

Trespassing

1. No person shall enter any office of any administrative officer, teacher, or staff member without permission.
2. No person shall remain in any building or facility after it is normally closed without authorization.
3. No person shall refuse to leave any building or facility after being requested to do so by an authorized School District employee.
4. No person shall be on school property unless engaged in a district authorized activity.

Weapons

No person shall bring upon any premises to which these rules apply any rifle, shotgun, pistol, revolver, or other firearm or weapon, unless written authorization for such be obtained in advance from a building principal or Superintendent.

Smoking, Drugs, and Alcoholic Beverages

Smoking and use of tobacco products are prohibited in school buildings and on school grounds. No person shall knowingly have in his/her possession, upon any premises to which these rules apply, any alcoholic beverages and/or illegal or non-prescribed "controlled substance" ("controlled substance" as defined by Penal Law Section 220.00) or any synthetic cannabinoid.

B. Penalties

1. Any student who violates any of the rules of conduct shall be subject to immediate and appropriate disciplinary action. Such disciplinary action may include one or more of the following: warning, reprimand, loss of privilege suspension or expulsion.
2. Any licensee or invitee who violates any of the rules of conduct shall have his or her authorization to remain on the school property withdrawn and shall be directed to leave the premises. Upon failure or refusal to do so, such person shall be ejected from the school property and subject to any other appropriate legal process.
3. Any trespasser or visitor without specific license or invitation who violates any of the rules of conduct shall be ejected from

the school property and subject to any other appropriate legal process.

4. Any instructional staff member who violates any of the rules of conduct shall be subject to the following disciplinary actions: warning, censure, compulsory restitution, probation, suspension without pay, or dismissal (in accordance with Education Law and applicable collective bargaining agreements).
5. Any non-instructional staff member who violates any of the rules of conduct shall be subject to the following disciplinary actions: warning, censure, compulsory restitution, probation, suspension without pay, or dismissal (in accordance with Section 75 of the Civil Service law and applicable collective bargaining agreements).

C. Guidelines

1. It is not intended by any provision herein to curtail the rights of parents, students, faculty or staff to be heard upon any matter affecting them in their relations with the institution. In the case of any apparent violation of these rules, the Superintendent or designee may make reasonable effort to persuade those engaged to use permissible methods for the resolution of the issue. In doing so, such school official shall warn such persons of the consequences of persistence in the prohibited conduct, including limiting such person's access to written communication, and/or their removal from any premises of the District where their continued presence and conduct are in violation of these rules.
2. In any case where violation of these rules does not cease after such warning and in other cases of willful violation of these rules, the Superintendent or designee shall cause the removal of the violator from any premises which he or she occupies in such violation and shall initiate disciplinary action as previously provided.
3. The Superintendent or designee shall inform any violator that his or her license or invitation is withdrawn and shall direct him or her to leave the school property. Nothing in the paragraph shall be construed to preclude the authorization of the presence of any such person at any time prior to a violation nor to affect his or her liability to prosecution for trespassing or loitering as prescribed in the penal law.
4. The Superintendent shall be responsible for the enforcement of these rules and shall designate administrators and other personnel to take action in accordance with these rules. When such action has been so taken, either by the Superintendent or designee, the order or directive so made shall be immediately obeyed by the accused person or persons. Such accused person or persons, however, shall retain all rights thereafter of review or appeal afforded him or her by the Education Law, or by any law applicable thereto.
5. The Superintendent or designee may apply to the public authorities for any aid which he or she deems necessary in causing the removal of any violator of these rules and may request the West Islip Union Free School District Board of Education to apply to any court of appropriate jurisdiction for an injunction to restrain the violation or threatened violation of these rules or use any other legal process available to enforce these rules.

XII. DISSEMINATION AND REVIEW OF CODE OF CONDUCT

A. Dissemination of Code of Conduct

The Board will work to ensure that the community is aware of this Code of Conduct by:

- Overseeing the Code of Conduct with students at a general assembly held at the beginning of each school year.
- Notifying parents at the beginning of the school year how to access the Code of Conduct via the District website.
- Making copies of the code available for review by students, parents and other community members upon request.

The Superintendent may solicit the recommendations of the district staff, particularly teachers and administrators, regarding in-service programs pertaining to the management and discipline of students.

B. Review of Code of Conduct

- The Board will review this Code of Conduct periodically, and update it as necessary.
- In conducting the review, the Board will consider how effective the code's provisions have been and whether the code has been applied fairly and consistently.
- The Board may appoint an advisory committee to assist in reviewing the code and the district's response to Code of Conduct violations. The committee will be made up of representatives of student, teacher, administrator, and parent organizations, school safety personnel and other school personnel.
- Before adopting any revisions to the code, the Board will hold at least one public hearing at which school personnel, parents, students and any other interested party may participate.
- The Code of Conduct and any amendments to it will be filed with the Commissioner of Education no later than 30 days after adoption.

Athletic Handbook Code of Conduct For Athletes, Parents, & Spectators

Philosophy

The student athlete represents the best of its school and its community and therefore is held to a high standard. Student athletes are our school's ambassadors to our community and to the schools with whom we compete. They are often leaders in school and role models to children not yet old enough to play sports.

It is the duty of all those concerned with high school athletics to emphasize the proper ideals of sportsmanship, ethical conduct and fair play under all circumstances. The values to be derived from playing fairly should be stressed and any actions which tend to destroy those values should be discouraged. Courtesy should be shown toward opponents, officials, coaches, athletes, supervisors, spectators, administrators, etc. Efforts must be made to achieve a thorough understanding and acceptance of the rules of the game and the standards of eligibility and to respect the integrity and the judgment of the sport officials. It is important for all to recognize that the purpose of athletics is to promote the physical, mental, moral, social, and emotional well-being of the individual players.

Participation in interscholastic athletics is a privilege, not a right. Students wishing to take advantage of the opportunities presented to them by the West Islip School District must show a commitment to the athletic program by regular attendance at classes, practices and contests, as well as conformity to the rules established by the district and/or coach. Failure to comply with the rules of the District Code of Conduct and Athletic Code of Conduct will result in appropriate disciplinary action and/or dismissal from the team. The Athletic Code of Conduct is in addition to the expectations as set forth in the District Code of Conduct.

Eligibility

All student athletes must meet the behavioral requirements as established in the student hand book.

1. A contestant must be a bona fide student of the District and adhere to the NYSPHSAA rules and regulations.
2. All athletic candidates must have a completed sports physical prior to participation. For those students seeing their own physician, school forms must be used.
3. A student shall be eligible for interscholastic competition in grades 9, 10, 11, 12 until his/her nineteenth birthday. If the age of nineteen is reached on or after July 1, the student may continue to participate during that school year in all sports.
4. A student in grade 7 or 8 who is selected to participate at the varsity, junior varsity, or freshman level must pass the athletic placement process (formerly selection classification) before being able to compete.

Try Outs and Selection of Teams

As many students are kept on our teams as possible. Size of team is determined by safety factors, such as how many athletes a coach can adequately supervise. Additionally, team numbers are determined by the number of athletes who can positively contribute in some way. Unfortunately, some teams have to make "selections" or "cuts." This is one of the most difficult decisions a coach must make. When athletes are evaluated during a tryout period, coaches are asked to use as many "objective factors" as possible (sport specific skills, timing events, etc.) Some subjective factors come into play, such as effort, attitude and an athlete's ability to contribute to team success and cohesiveness.

Club Teams

It is recognized that athletes may have numerous commitments. Some of these may include participation on outside club teams. As a member of an interscholastic team, the primary commitment must be to the school team.

Academics

In the academic area, a good student becomes a good athlete. As an athlete, one must plan his/her schedule to give sufficient time and energy to studies to ensure acceptable grades. In addition to maintaining good scholarship, an athlete should give respectable attention to classroom activities and show respect for other students and faculty members at all times. A healthy athlete should have a good attendance record, never cutting class or school. Athletes failing two or more subjects must comply with the district Academic Responsibility Procedures. These procedures are adopted with the hope that continued eligibility for participation will be a strong incentive for these youngsters to improve their academic performance.

Athletes should be leaders and fellow students should want to respect and follow them.

Attendance

Attendance is the single most important indicator of an athlete's commitment to a team. Student athletes are expected to attend all classes and to make all practices and contests, including those scheduled on Saturdays and days when school is not in session. Parents must schedule vacations so as not to conflict with an athlete's commitment to a team.

1. Student athletes will provide coaches with *prior* notification of projected absences when possible. Excused absences are absences, tardiness, and early departures which include but are not limited to: medical appointment (requires a doctor's note), quarantine

(documented), illness (four or more consecutive absences due to illness require a doctor's note), death in family, religious observances, and college visitation to a maximum of three (3) days. Signed documentation and proof of visitation must be provided. Excused absences require written documentation within three days of the student's return to school.

2. If student athletes do not participate in their regularly scheduled physical education classes, they cannot participate in any practice or contest that day.
3. If student athletes are absent from school, they will be ineligible to practice or compete in any contest that day. Extenuating circumstances (death in family, religious observance) will be given special consideration by the building Principal. A student who is absent for any medical reason (doctor's appointment or illness) may not participate in practice or competition on that day.
4. In addition to any disciplinary action which might be taken for school infractions, such as detention, ISS, OSS, etc., the student athlete may not participate in practice and/or sport contest for the time of the ISS, OSS, etc. and will be prohibited from participating in all extracurricular activities for an appropriate period of time determined by district administration.

Travel

1. Student athletes are required to travel to and from contests on the team bus under the supervision of a coaching staff member.
2. Proper conduct is expected at all times while riding on school transportation.
3. If a parent wishes to take a student home from an athletic contest, permission must be granted in advance and a written request signed by the parent must be given to the coach. The coach will then forward the request to the AD or Principal for approval or denial. These situations should be rare and limited to emergency-type situations.

ALCOHOL, TOBACCO AND OTHER DRUGS

The avoidance of alcohol, tobacco and other drugs is a realistic goal that all student athletes must strive to uphold and which parents, teachers, and administrators and the community-at-large should endorse and support. A student athlete's inappropriate behavior, whether in or out of school as it pertains to the use of alcohol, tobacco, and other drugs will not be tolerated. Students who are found to possess drugs or alcohol, use, or be under the influence of drugs or alcohol in school or at school activities, will be suspended from school according to the school code of conduct and will be prohibited from participating in all extracurricular activities for an appropriate period of time determined by district administration.

In addition, the athletic department prohibits the use of alcohol, drugs and tobacco by all athletes. Disciplinary action will be taken if students are found by administrators or school personnel to be using these substances on or off school grounds.

While the role of the school does not extend to the regulation of private activities of the athlete's families, parents are encouraged to serve as positive role models for their children. Parents and the school must not condone a student athlete's use of alcohol, tobacco and other drugs.

Sexual Harassment

Sexual harassment will not be tolerated. Sexual harassment consists of unwelcome verbal, electronic or physical interaction between two or more people. Sexual harassment can happen between people of the same gender or people of different genders. Any athlete, male or female, proven to sexually harass any other student will be subject to suspension or removal from the team, a program or the school.

HAZING- INITIATION CEREMONY

West Islip coaches will not permit their athletes to stage any type of "initiation" or "hazing" at any time. The District respects that there are individual differences in how each teammate may react to a designated task, activity, or request, and whereas one teammate may find a team activity entertaining, another teammate may find the same activity humiliating.

At no time should a teammate be subjected to a behavior, task, or activity that is physically, psychologically, or emotionally abusive. At no time may an athlete gossip about, disparage, belittle, ridicule, or bully any other person for any reason whatsoever. Causing social or emotional distress to another individual will jeopardize the athlete's continued participation on the team. Unauthorized, inappropriate use of photo or video of West Islip athletes or teams is prohibited and will result in discipline, suspension or removal from the team. It is the right of each teammate to communicate his or her feelings at any point where he or she feels personally devalued or dehumanized. Team members are expected and required to notify a coach or other school official if any such behavior is rumored or observed. The goal of the team is that each member of the team be treated with dignity and respect. Any team member who initiates a hazing incident will be disciplined. The extent of the consequences for the hazing behavior will be determined by the severity of the incident as determined by the coach, administration and district code of conduct. The consequences for the initiation of and/or participation in hazing behaviors will subject the individual(s) to appropriate disciplinary action which may include loss of participation, suspension, exclusion, expulsion in all extracurricular activities, and/or referral to law enforcement authorities.

Uniforms

Only school-issued uniforms may be worn during athletic contests. Athletes cannot compete if they fail to dress appropriately.

Awards/Letters

1. Awards and/or letters will be issued only to those student athletes who complete their season (including post-season playoffs) in good standing. Student athletes who are dropped from the team and those who resign before the last contest are not eligible for awards.
2. Student athletes who fail to return their practice/ game uniforms and/or any piece of equipment are ineligible for awards and cannot participate in any other sport until the uniform obligation is met.

Behaviors

Foul language and insulting remarks are not permissible. Athletes are expected to obey a coach's directions. Disobedience, unwarranted comments and other subversive behavior are unacceptable since it may interfere with the coach's ability to conduct a practice/contest and may distract from the time a coach should be devoting to the team. Athletes are expected to communicate with coaches before or after practice to avoid detracting from team practices/contests and team goals. Athletes are expected to follow the rules and protocol of their sport and not intentionally violate the rules of the sport that they are playing during practice or competitions. In addition, inappropriate comments and/or behaviors via social media are unacceptable and stain the reputation of the student, the team, the athletic program, the District and the West Islip community. The coach, building administrator and/or athletic director will impose all penalties for violations and/or inappropriate social media comments and/or behaviors. Penalties will be consistent throughout the athletic program and depend upon the severity of the violation and behavioral history of the violator pursuant to the District Code of Conduct.

Sportsmanship Expectations - West Islip Athletes, Spectators, etc.

It is important for all athletes to remember that participation is a privilege that is not to be abused by unsportsmanlike conduct. The West Islip athlete is to demonstrate self-control and respect for teammates, opponents, other athletes, coaches, officials and spectators at all times. West Islip athletes and spectators are expected to follow the sportsmanship code:

1. Follow the proper ideals of sportsmanship, ethical conduct and fair play.
2. Make no remarks or gestures at any time toward any other person which would be considered belittling, disparaging, bullying or in any way judgmental or critical of that person.
3. Stress values derived from playing the game fairly.
4. Show cordiality and courtesy to visiting teams, coaches, supervisors and officials.
5. Establish positive relations with visiting teams, coaches, supervisors and hosts.
6. Respect the integrity and judgment of game officials.
7. Follow the Section XI, NYSPHSAA and the school rules of eligibility.
8. Encourage leadership, initiative and good judgment in teammates.
9. Recognize the purpose of educationally based athletics is to promote physical, moral, social and emotional well-being.
10. **BE LOUD, BE PROUD, BE POSITIVE!**

Spectator Behavior

Spectators are expected to:

1. Conform to accepted standards of good sportsmanship and behavior.
2. Respect officials, coaches, and players and refrain from disrespectful remarks.
3. Obey the regulations of the site authorities, whether home or away.

Failure to abide by the above items and/or behavior deemed inappropriate by district administration may result in suspension or revocation of participation or spectator privileges.

Parent/Coach Relationship

Both parenting and coaching are extremely difficult vocations. By establishing an understanding of each role, we are better able to accept the actions of the other and provide greater benefits to athletes. Parents of student-athletes have the right to understand what expectations are placed on the child. This begins with clear communication from the coach and the child's program.

Communication to expect from a coach

1. Philosophy of the coach
2. Expectations the coach has for all players on the squad
3. Locations and times of practices
4. Team requirements, team rules, special equipment, off-season recommendations for improvement of skills

Communication coaches expect from parents

1. Concerns expressed directly to the coach; in private, away from team members and other parents
2. Notification of any schedule conflicts well in advance
3. Specific concern in regard to a coach's philosophy

Appropriate concerns to discuss with coaches

1. The treatment of your child - mentally and physically
2. Ways to help your child improve
3. Concerns about your child's behavior

It is very difficult to accept your child not playing as much as you hoped. Coaches are professionals, and as such make judgments based on what they believe to be the best for all student-athletes involved. Certain topics can and should be discussed with your child's coach. Other topics, such as those described below, must be left to the discretion of the coach.

Issues not appropriate to discuss with coaches

1. Playing time
2. Team strategy
3. Play calling
4. Other student-Athletes

Coaches are making decisions that are in the best interest of all members of the team or program. Please be supportive of their decisions.

Positive Parenting

1. Be a positive role model.
2. Be a "team" fan not a "my kid" fan.
3. Show respect for the opposing players, coaches, spectators, and support groups.
4. Be respectful of all officials' decisions.
5. Gain an understanding and appreciation for the rules of the sport.
6. Avoid instructing one's child/teammates during a game, because it conflicts with the coach's plans and strategies.
7. Help your child learn that success is experience in the development of his/her skills, and that he/she can feel positive about their skill development during the season, regardless of the team's record.
8. Take time to talk with coaches in an appropriate manner, including proper time and place, if there is a concern. Respect the coach by following the designated chain of command.
9. Support the alcohol, tobacco, and other drug-free policies of the school by refraining from the use of any such substances before and during athletic contests. Support your child and hold him/her accountable for his/her commitment to non-use of substances.
10. Avoid tailgating that involves the use of alcohol at any athletic contest, including those held at other high school and college facilities.

Procedures for Discussing a Concern with a Coach

1. Contact the coach to set up a meeting to discuss your concerns.
2. Do not attempt to confront a coach before or after a practice or contest. These can be emotional times and may not benefit either party to attempt to resolve concerns at these times.
3. If the meeting with the coach did not provide a satisfactory resolution, contact the Athletic Office to set up an appointment with the Director of Athletics.

**WEST ISLIP PUBLIC SCHOOLS
HARASSMENT AND/OR BULLYING COMPLAINT FORM**

The purpose of this form is to document an incident or series of incidents of alleged bullying and/or harassment so the appropriate actions may be taken.

Parents: If you or your child feels that they are unsafe, speak directly with the building Principal immediately, and then fill out this form and return to the Principal of the school your child attends.

Staff: If you become aware of a bullying incident, you are required to report it within 24 hours, and to submit this form within 48 hours of the time in which you became aware.

Student Name: _____	Student ID: _____
Building: _____	Grade: _____
Date of Incident: _____	Time of Incident: _____
Location of Incident: <i>(check which applies)</i>	
<input type="checkbox"/> Bus _____	<input type="checkbox"/> Cafeteria _____
<input type="checkbox"/> Parking Lot _____	<input type="checkbox"/> Recess _____
<input type="checkbox"/> Off School _____	<input type="checkbox"/> Classroom _____
Grounds _____	Locker Room/Gym _____
_____	Other _____
_____	Hallway _____
_____	Cyber _____
_____	Specify _____
_____	Specify _____

Briefly describe incident: _____

List the name(s) of the individuals accused of bullying and/or harassment: _____

List the name(s) of other possible victims: _____

List the name(s) of any witnesses or bystanders: _____

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

Print Name

S _____
Signature

Date

To be completed by administrator/designee:

<u>Action taken</u>	<u>Date</u>	<u>Comments</u>
Meet with student alleged bullied/harassed	_____	_____
Interview alleged perpetrators	_____	_____
Interview witness(es)	_____	_____
Contact parents	_____	_____
Interview school personnel	_____	_____
Other (specify)	_____	_____

	<u>Date</u>	<u>Comments</u>
Determination	_____	_____
Disciplinary action (specify)	_____	_____
	_____	_____

Principal/Designee

Date

Signature

WEST ISLIP UFSD
 2023-2024 Budget Transfers - General Fund
 School Board Meeting - July 9, 2024

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4419	06/17/2024	<i>Transfer for West Islip Handwash</i>			
		A 1310.432-109-4499	MEETING EXPENSE	60.00	
		A 1620.423-999-5854	PROF & TECHNICAL SERVICES - SCHOOL SAFETY		60.00
4421	06/24/2024	<i>Transfer funds to Prof & Tech Svcs For NORESKO Ann measurment & verification svcs fee</i>			
		A 1620.427-999-4999	BLDG AND EQUIPMENT REPAIR	7,325.00	
		A 1620.423-999-4999	PROF & TECHNICAL SERVICES		7,325.00
4422	06/26/2024	<i>To increase PO 240447 DGC System</i>			
		A 1680.423-999-4499	PROF & TECHNICAL SERVICES - HW/SW	6,000.00	
		A 1680.423-109-4499	PROF & TECHNICAL SERVICES - SVCS & CONTRACTS		6,000.00
4423	06/27/2024	<i>Transfer for BBS fees</i>			
		A 9089.800-999-4499	COMPENSATED ABSENCES	97,000.00	
		A 1620.423-999-4999	PROF & TECHNICAL SERVICES		97,000.00
DEBIT/CREDIT TOTALS				\$110,385.00	\$110,385.00
NET AMOUNT					-

Approved: Paul Romarelli
 Dr. Paul Romarelli, Superintendent of Schools

Date: 6/27/24

WEST ISLIP UFSD
 2023-2024 Budget Transfers - Capital Fund
 School Board Meeting - July 9, 2024

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4420	06/24/2024	<i>Transfer frums for HSS Woodshop circuit breaker panel</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	5,418.23	
		H 1620.293-08-039	GEN CONSTRUCT - 50M BOND - PHASE 6 - HIGH SCHOOL		5,418.23
DEBIT/CREDIT TOTALS				\$ 5,418.23	\$ 5,418.23
NET AMOUNT					

Approved: Paul Romanelli Date: 6/27/24
 Dr. Paul Romanelli, Superintendent of Schools

EXTRACT OF MINUTES

Meeting of the Board of Education of
West Islip Union Free School District,
in the County of Suffolk, New York.

July 9, 2024

* * *

A meeting of the Board of Education of West Islip Union Free School District, in the County of Suffolk, New York, was held in said School District, on July 9, 2024, at _____ o'clock P.M. (Prevailing Time).

There were present: Anthony Tussie, President of the Board of Education, and

Board members:

There were absent:

Also present: Elizabeth Davis, District Clerk

* * *

Board Member _____ offered the following
resolution and moved its adoption:

TAX ANTICIPATION NOTE RESOLUTION OF WEST ISLIP UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW YORK, ADOPTED JULY 9, 2024, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$20,000,000 TAX ANTICIPATION NOTES IN ANTICIPATION OF THE RECEIPT OF TAXES LEVIED OR TO BE LEVIED FOR THE FISCAL YEAR ENDING JUNE 30, 2025

RESOLVED BY THE BOARD OF EDUCATION OF WEST ISLIP UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW YORK, AS FOLLOWS:

Section 1. Tax Anticipation Notes (herein called "Notes") of West Islip Union Free School District, in the County of Suffolk, New York (herein called "District"), in the principal amount of not to exceed \$20,000,000 , and any notes in renewal thereof, are hereby authorized to be issued pursuant to the provisions of Sections 24.00 and 39.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law").

Section 2. The following additional matters are hereby determined and declared:

(a) The Notes shall be issued in anticipation of the collection of real estate taxes levied or to be levied for school purposes for the fiscal year commencing July 1, 2024 and ending June 30, 2025, and the proceeds of the Notes shall be used only for the purposes for which said taxes are levied.

(b) The Notes shall mature within the period of one year from the date of their issuance.

(c) The Notes are not issued in renewal of other notes.

(d) The total amount of such taxes remains uncollected at the date of adoption of this resolution.

Section 3. The Notes hereby authorized shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the District, and the faith and credit of the District are hereby pledged to the punctual payment of the principal of and interest on the Notes and unless the Notes are otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget of the District and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 4. Subject to the provisions of this resolution and the Law, and pursuant to Sections 50.00, 56.00, 60.00 and 61.00 of the Law, the power to sell and issue the Notes authorized pursuant hereto, or any renewals thereof, and to determine the terms, form and contents, including the manner of execution, of such Notes, and to execute tax certifications relative thereto, is hereby delegated to the President of the Board of Education, the chief fiscal officer of the District.

Section 5. The Notes shall be executed in the name of the District by the manual signature of one of the following: the President of the Board of Education, the Vice President of the Board of Education, the District Treasurer, the District Clerk, or such other officer of the District as shall be designated by the chief fiscal officer of the District, and shall have the corporate seal of the District impressed or imprinted thereon which corporate seal may be attested by the manual signature of the District Clerk.

Section 6. This resolution shall take effect immediately.

The adoption of the foregoing resolution was seconded by Board Member _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

DISTRICT CLERK'S CERTIFICATE

I, Elizabeth Davis, being the duly appointed and acting District Clerk of West Islip Union Free School District, in the County of Suffolk, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Board of Education of said District duly called and held on July 9, 2024, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Board of Education and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relates to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said District this ____ day of July, 2024.

(SEAL)

District Clerk

INCUMBENCY CERTIFICATE OF DISTRICT CLERK FOR 2024-2025

I, Elizabeth Davis, District Clerk of West Islip Union Free School District, in the County of Suffolk, New York, HEREBY CERTIFY, as follows:

1. The names of the officers of said School District, the members of the Board of Education, and the School Attorney, the dates of their election or appointment and dates of beginning and ending of their terms of office for the school year commencing **July 1, 2024** and ending **June 30, 2025**, are as follows:

<u>Title and Name</u>	<u>Date of Election or Appointment to Current Term</u>	<u>Date of Commencement of Current Term</u>	<u>Date of End of Term</u>
-----------------------	--	---	----------------------------

President of the Board:

Term as President
Term as Board Member

Vice President of the Board:

Term as Vice President
Term as Board Member

Other Board Members:

District Treasurer:

District Clerk:

School Attorney
(including name
and address of firm):

2. The seal impressed upon this Certificate is the duly adopted and only official seal of said School District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said School District this _____ day of July, 2024.

(SEAL)

District Clerk

This Agreement is entered into this **1st** day of **July, 2024**, by and between the Board of Education of the West Islip School District (hereinafter the “DISTRICT”), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Center for Developmental Disabilities** (hereinafter the “CONSULTANT”), having a principal mailing address of 72 South Woods Road, Woodbury, New York 11797

A. TERM

1. The term of this Agreement shall be from **July 1, 2024** through **June 30, 2025**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

In performing services specified in this Agreement, it is understood that:

1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker’s Compensation, unemployment insurance, New York State Employees’ Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing, and signed by authorized representatives of both parties.
4. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit costs, damages and expenses, including attorneys’ fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

**Full Day Instruction Summer 2024 and Fall 2024-2025 as per attached
Student Information Summary and Addendum**

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be based as per amount approved by the Commissioner of Education for the 2024-2025 school year.

E. INSURANCE

- a. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
- b. CONSULTANT shall provide the DISTRICT with a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

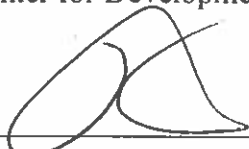
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

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

Center for Developmental Disabilities

West Islip Union Free School

BY:



Executive Director

BY:

President, Board of Education

DATED:

6/17/24

DATED:

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2024**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Access 7 Services, Inc.**, (hereinafter the "CONSULTANT"), having a principal mailing address of 6080 Jericho Turnpike, Suite 200, Commack, NY 11725.

A. TERM

1. The term of this Agreement shall be from **July 1, 2024** through **June 30, 2025**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

In performing services specified in this Agreement, it is understood that:

1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing, and signed by authorized representatives of both parties.
4. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities district-wide, as follows:

SEE ATTACHED 2024-2025 SERVICES AND RATES

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as per **2024-2025 attached Rate Sheet**.

E. INSURANCE

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

CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

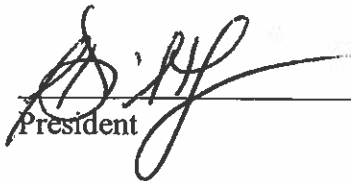
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

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

Access 7 Services, Inc.

West Islip Union Free School District

BY:



President

BY: _____



Access 7 Services Inc.

West Islip Rates 2024-2025

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
ABA Skills Assessments		Individual	\$108.00	\$86.50		
ABA Skills Assessments	Spanish	Individual	\$151.00	\$86.50		
Administration Workshop (6hrs)			\$108.00		\$2,709.00	6 hours
Assistive Technology - Staff Development and Training						
Assistive Technology (AT) Consultation Services		Parent(s)	\$135.00	\$86.50		
Assistive Technology (AT) Consultation Services	Spanish	Parent(s)	\$129.00	\$86.50		
Assistive Technology (AT) Consultation Services		Individual	\$113.00	\$86.50		
Assistive Technology (AT) Consultation Services	Spanish	Individual	\$155.00	\$86.50		
Augmentative/Alternative Communication Evaluation (SLP)		Individual		\$86.50	\$2,384.00	
Augmentative/Alternative Communication Evaluation (SLP)	Spanish	Individual		\$86.50	\$2,786.00	
Augmentative/Alternative Communication Services		Individual	\$297.00	\$86.50		2 Hour Minimum
Augmentative/Alternative Communication Services	Spanish	Individual	\$325.00	\$86.50		2 Hour Minimum
Autism Consultation (BCBA/LBA/Doctoral)		Individual	\$173.00	\$86.50		
Autism Diagnostic Observation Schedule (ADOS)		Individual		\$86.50	\$1,393.00	
Autism Diagnostic Observation Schedule (ADOS)	Spanish	Individual		\$86.50	\$2,167.00	
Behavior Rating Scale (by Psychologist)		Individual	\$243.00	\$86.50		
Behavior Rating Scale (by Psychologist)	Spanish	Individual	\$352.00	\$86.50		
Behavior Rating Scale (by Special Educator)		Individual	\$190.00	\$86.50		
Behavior Rating Scale (by Special Educator)	Spanish	Individual	\$211.00	\$86.50		
Behavior Services by BCBA-HOME		Individual	\$157.00	\$86.50		
Behavior Services by BCBA-HOME	Spanish	Individual	\$175.00	\$86.50		
Behavior Services by BCBA-SCHOOL		Individual	\$136.00	\$86.50		
Behavior Services by BCBA-SCHOOL	Spanish	Individual	\$162.00	\$86.50		
Behavior Services by NON-BCBA-HOME		Individual	\$108.00	\$86.50		
Behavior Services by NON-BCBA-HOME	Spanish	Individual	\$151.00	\$86.50		

***Group is two or more students per session
 ***No charge to district on provider absence
 or school closure

6060 Jericho Turnpike, Suite 200 Commack NY 11725
 Phone: 631.864.7770 Fax 631.864.7773
 Email: jd@access7online.com



Access 7 Services Inc.

West Islip Rates 2024-2025

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
Behavior Services by NON-BCBA-SCHOOL		Individual	\$108.00	\$86.50		
Behavior Services by NON-BCBA-SCHOOL	Spanish	Individual	\$151.00	\$86.50		
Behavioral Aide (1:1 Paraprofessional)		Individual	\$55.00	\$86.50		
Behavioral Intervention Plan (BIP) Development		Individual		\$86.50	\$433.00	
Counseling in Home		Individual	\$108.00	\$86.50		
Counseling in School		Individual	\$98.00	\$86.50		
Counseling in School		Group	\$158.00	\$86.50		
CSE Chair and Administrative Consultant		Individual			\$1,495.00	DAILY RATE
Educational Consultant		Individual	\$380.00	\$86.50		
Educational Consultant full-day				\$86.50	\$2,167.00	
Educational Consultant half-day				\$86.50	\$1,290.00	
Evaluations - Assistive Technology (AT)		Individual		\$86.50	\$1,495.00	
Evaluations - Assistive Technology (AT)	Spanish	Individual		\$86.50	\$2,167.00	
Evaluations - Educational		Individual		\$86.50	\$300.00	
Evaluations - Educational	Spanish	Individual		\$86.50	\$387.00	
Evaluations - Functional Analysis		Individual		\$86.50	\$3,715.00	
Evaluations - Occupational Therapy		Individual		\$86.50	\$216.00	
Evaluations - Reading		Individual		\$86.50	\$387.00	
Evaluations - Wilson Reading		Individual		\$86.50	\$438.00	
Evaluations - Orton Gillingham		Individual		\$86.50	\$490.00	
Evaluations - Physical Therapy		Individual		\$86.50	\$325.00	
Evaluations - Psychiatric		Individual		\$86.50	\$2,167.00	
Evaluations - Psychoeducational		Individual		\$86.50	\$1,625.00	
Evaluations - Psychoeducational	Spanish	Individual		\$86.50	\$2,683.00	
Evaluations - Psychological		Individual		\$86.50	\$1,341.00	

***Group is two or more students per session
 ***No charge to district on provider absence
 or school closure

6060 Jericho Turnpike, Suite 200 Commack NY 11725
 Phone: 631 864 7770 Fax 631 864 7773
 Email: jd@access7online.com



Access 7 Services Inc.

West Islip Rates 2024-2025

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
Evaluations - Psychological	Spanish	Individual		\$86.50	\$2,167.00	
Evaluations - Social History		Individual		\$86.50	\$268.00	
Evaluations - Social History	Spanish	Individual		\$86.50	\$335.00	
Evaluations - Speech Language		Individual		\$86.50	\$335.00	
Extended Day/After School program/Specialized Instruction		Group	\$163.00	\$86.50		
Feeding Therapy		Individual	\$173.00	\$86.50		
Feeding Therapy		Parent(s)	\$173.00	\$86.50		
Feeding Therapy		Staff/CSE member(s)	\$173.00	\$86.50		
Functional Behavior Assessments (by BCBA)		Individual		\$86.50	\$980.00	
Functional Behavior Assessments (by BCBA)	Spanish	Individual		\$86.50	\$1,625.00	
Home Tutoring/Instruction		Individual	\$108.00	\$86.50		
Job Coach On Site		Individual	\$136.00	\$86.50		
Nurse : Registered Nurse (RN)		Individual	\$103.00	\$86.50		
Nurse: LPN		Individual	\$82.50	\$86.50		
Occupational Therapy at Home		Individual	\$141.00	\$86.50		
Occupational Therapy at School		Individual	\$136.00	\$86.50		
Occupational Therapy at School		Group	\$206.00	\$86.50		
Occupational Therapy Classroom Consultation - in School		Individual	\$158.00	\$86.50		
Occupational Therapy Consultant in School		Individual	\$136.00	\$86.50		
Occupational Therapy Handwriting Groups		Group		\$86.50	\$108.00	Per Class
Occupational Therapy Whole Class Push-Ins		Group		\$86.50	\$108.00	Per Class
Occupational Therapy Screening		Individual		\$86.50	\$82.50	
Parent Counseling & Training by BCBA-HOME			\$157.00	\$86.50		
Parent Counseling & Training by BCBA- HOME	Spanish		\$175.00	\$86.50		

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Access 7 Services Inc.

West Islip Rates 2024-2025

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
Parent Counseling & Training by BCBA-SCHOOL		Individual	\$136.00	\$86.50		
Parent Counseling & Training by BCBA-SCHOOL	Spanish		\$162.00	\$86.50		
Parent Counseling & Training by NON-BCBA-HOME		Individual	\$108.00	\$86.50		
Parent Counseling & Training by NON-BCBA-HOME	Spanish	Individual	\$151.00	\$86.50		
Participation in Team or Parent Meetings/Program Review		Individual		\$86.50		
Physical Therapy		Individual	\$216.00	\$86.50		
Physical Therapy		Group	\$98.00	\$86.50		Rate per student
Physical Therapy Screening		Individual		\$86.50	\$108.00	
Reading Services		Individual	\$216.00	\$86.50		
Reading Services		Group	\$433.00	\$86.50		No more than 3 students
Reading Services- Wilson Reading		Individual	\$271.00	\$86.50		
Reading Services -Wilson Reading		Group	\$650.00	\$86.50		No more than 3 Students
Reading Services-Orton-Gillingham		Individual	\$325.00	\$86.50		
Reading Services-Orton-Gillingham		Group	\$815.00	\$86.50		
Resource Room Services-HOME		Individual	\$103.00	\$86.50		
Resource Room Services-SCHOOL		Individual	\$98.00	\$86.50		
Resource Room Services-SCHOOL		Group	\$156.00	\$86.50		
School Psychologist					\$758.00	DAILY RATE
School Aide (1:1 Paraprofessional)		Individual	\$36.00	\$86.50		

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6060 Jericho Turnpike, Suite 200 Commack NY 11725
 Phone: 631.864.7770 Fax 631.864.7773
 Email: jd@access7online.com



Access 7 Services Inc.

West Islip Rates 2024-2025

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments
School Shared Aide		Group	\$51.50	\$86.50		\$50 first 2 students \$15 each additional student
Special Education Teacher		Individual	\$108.00	\$86.50		
Special Education Teacher		Group	\$72.00	\$86.50		Rate per student
Speech/Language Consultant Teacher - in School			\$136.00	\$86.50		
Speech/Language Screening		Individual		\$86.50	\$82.50	
Speech/Language Services		Group	\$325.00	\$86.50		No more than 5 students
Speech/Language Services at Home		Individual	\$175.00	\$86.50		
Speech/Language Services at School		Individual	\$136.00	\$86.50		
Speech/PROMT Therapy		Individual	\$136.00	\$86.50		
Staff Development and Training-Aide Training			\$281.00			
Staff Development and Training- Behavioral Training			\$400.00			
Transition Coordinator		Individual	\$243.00	\$86.50		
Transition Coordinator	Spanish	Individual	\$271.00	\$86.50		
Travel Training		Individual	\$103.00	\$86.50		
Translation	Italian	Individual	\$90.00			
	French	Individual	\$90.00			
	Creole	Individual	\$90.00			
	Russian	Individual	\$90.00			
	Spanish	Individual	\$100.00			
Translation of Written Documents		Individual	\$110.00			

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Access 7 Services Inc.

West Islip Rates 2024-2025

Related Service(s)	Bilingual	Individual / Group	Services Hourly Rates	CSE Meetings (hourly)	Flat Fee	Additional Comments

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 ***No charge to district on provider absence
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 Phone: 631.864.7770 Fax 631.864.7773
 Email: jd@access7online.com

**Supplemental Agreement between the
West Islip Union Free School District
and
Access 7 Services, Inc.**

Supplemental Agreement dated this 1st day of July, 2024 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Access 7 Services, Inc.,(the "Contractor") located at 6080 Jericho Turnpike, Suite 200, Commack, NY 11725.

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

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

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

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

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

"Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs. With reference to this agreement, "Third Party Contractor" shall be synonymous with "Contractor" and shall also include any and all subcontractors, persons or entities with whom the Contractor shares Student Data and/or Principal or Teacher Data pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean Access 7 Services, Inc.

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

Lisa DiSibio, *District Data Coordinator*

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

l.disibio@wi.k12.ny.us

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

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

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

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

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

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2024. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall *return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.*

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

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

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

4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to

Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.

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

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

7. Miscellaneous:

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

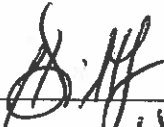
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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

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

Access 7 Services, Inc.

West Islip Union Free School District

By: 
Print Name: J. Di Stefano
Title: President
Date: 6/10/2024

By: _____
Print Name: _____
Title: _____
Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2024**, by and between the Board of Education of the West Islip School District (hereinafter the “**DISTRICT**”), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Health Source Group, Inc., (HSG)** (hereinafter the “**CONSULTANT**”), having a principal mailing address of 25 Newbridge Road, Suite 312, Hicksville, NY 11801.

A. TERM

1. The term of this Agreement shall be from **July 1, 2024** through **June 30, 2025**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the **DISTRICT** is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

In performing services specified in this Agreement, it is understood that:

1. **CONSULTANT** will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither **CONSULTANT** nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker’s Compensation, unemployment insurance, New York State Employees’ Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing, and signed by authorized representatives of both parties.
4. Defense / Indemnification
 - a. **CONSULTANT** agrees to defend, indemnify and hold harmless the **DISTRICT**, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys’ fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the **CONSULTANT**, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

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

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

NURSING SERVICES AS PER ATTACHED 2024-2025 RATE SHEET

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

D. COMPENSATION

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

2. Compensation shall be as per attached **2024-2025 Rate Sheet**.

E. INSURANCE

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. CONSULTANT shall provide the DISTRICT will a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Health Source Group, Inc., (HSG)

West Islip Union Free School District

BY: 
Executive Director

BY: _____
President, Board of Education



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

Phone: (516) 605-1310
Fax: (516) 605-1306
www.healthsourcegroup.com

RATES AND TERMS 2024-2025

RN - Health Office Coverage	\$68/HR
RN - Skilled Nursing Services for Special Needs Student	\$71/HR
RN – Field Trips/Overnight School Trips	\$71/HR
RN Visit - Dispense Meds	\$127 Per Visit
LPN	\$51/HR
CNA	\$33/HR
Paraprofessionals / Teacher's Aide	\$29/HR
Home Health Aides (HHA) / Personal Care Aide	\$29/HR
Teachers Assistant	\$34/HR
ABA (Certified)	\$153/HR
Proctor (Exams)	\$31.50/HR
Resource Room Teacher	\$63/HR
Social Worker	\$63/HR
Student Transportation (CNA/Para Only)	\$51/HR (2 Hour Minimum Each Way)
Student Transportation (LPN Only)	\$72/HR (1 Hour Minimum Each Way)
Student Transportation (RN Only)	\$92/HR (1 Hour Minimum Each Way)
Occupational Therapist/Physical Therapist	\$98/HR
Speech Therapist	\$98/HR



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

Phone: (516) 605-1310
Fax: (516) 605-1306
www.healthsourcegroup.com

TERMS 2024-2025

There is a 4-hour minimum per day for a nurse or HSG Professional's assignment(s) with the exception of therapy services. If the nurse or HSG Professional works less than 4 hours in a day, HSG will invoice school district 4 hours at the above rate. Additional terms and conditions are incorporated within this agreement.

If the same nurse or HSG Professional works at a Client more than 40 billable hours during any week, HSG will bill Client 1.5 times the rates above (time and a half) to account for overtime.

If Client has a requirement for hiring any HSG Professional, it must make the request for consent to HSG in writing prior to approaching any HSG Professional. HSG's permanent placement finder's fee billable to client is: 25% fee of the annual agreed salary offered by Client to HSG's Professional via HSG.

HSG's Payment Terms: Invoices Are Due Upon Receipt.

School District will be responsible for arranging transportation of the nurse back to his or her car after each part of the assignment and the School District will be invoiced for the time it takes the nurse or HSG Professional to transport the student from the home (or from the school) and then back to the nurse or HSG Professional's vehicle.

This service is only for students needing a nurse or HSG Professional on the bus ride to and/or from school and NOT in school during the day. If a nurse or HSG Professional must stay beyond the IEP/ scheduled school hours, HSG reserves the right to bill School District for the extra time involved.

If the nurse or HSG Professional must stay beyond the student's scheduled IEP or school hours, HSG reserves the right to bill School District for the extra time involved.

In case of a student's unreported absence from a session the school district will be billed unless 2 hours advance notice of the student's absence is given to HSG.

**Supplemental Agreement between the
West Islip Union Free School District
and
Health Source Group, Inc.**

Supplemental Agreement dated this 1st day of July, 2024 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and **Health Source Group, Inc.** (the "Contractor") located at 25 Newbridge Road, Suite 312, Hicksville, NY 11801.

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

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

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

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

Lisa DiSibio, *District Data Coordinator*

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

l.disibio@wi.k12.ny.us

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

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

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

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

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

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2024. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall *return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.*

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

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

see attached Data Security & Privacy Plan.

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

4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to

Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.

5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:

a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;

b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;

c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:

i. Without the prior written consent of the Parent or Eligible Student; or

ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.

d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;

6. Breach and unauthorized release of Personally Identifiable Information:

a. In accordance with Education Law §2-d(6) and Section 121.11 of the Regulations, the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.

b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.

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

7. Miscellaneous:

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


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

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

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

HEALTH SOURCE GROUP, INC.

WEST ISLIP UNION FREE SCHOOL DISTRICT

By: 

By: _____

Print Name: Danielle Nelson

Print Name: _____

Title: Executive Business Administrator

Title: _____

Date: 6/25/2024

Date: _____



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

Phone: (516) 605-1310
Fax: (516) 605-1306
www.healthsourcegroup.com

Data Security and Privacy Plan

Health Source Group, Inc. will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as it uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. Health Source Group, Inc. shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement. Health Source Group, Inc. shall not use Protected Data for any other purposes than those explicitly provided for in its agreement with the disclosing party from which it received Protected Data. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, Health Source Group, Inc. shall have in place sufficient internal controls to ensure that Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, CIPA, FERPA and HIPAA, if applicable.

"Protected Data" includes any information rendered confidential by State or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by a customer.

State, federal, and local data security and privacy contract requirements will be implemented by utilizing Best practices and industry standards with respect to data storage, privacy and protection, including, but not limited to encryption, firewalls, passwords, protection of off-site records, and limitations of access to stored data to authorized staff shall be implemented as follows:

Health Source Group, Inc. management team and technical management will have monthly trainings and a technician who monitors all IT safety and data security regularly.

Measures to secure Protected Data and to limit access to such data to authorized staff will include:

Physical and technical security measures are conducted by abiding by HIPAA regulations and laws. Office doors are locked at all times only accessible by key. Computers are password protected; passwords are changed regularly as per company mandate.



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

Phone: (516) 605-1310
Fax: (516) 605-1306
www.healthsourcegroup.com

80 Eighth Avenue
Suite 1106
New York, NY 10011

Subcontractors, persons or entities with which Health Source Group, Inc. will share Protected Data, if any, will abide by the requirements of this data security and privacy plan, and any contractual obligations with respect to Protected Data set forth in the agreement with the disclosing party.

Internal access to Protected Data shall be limited to those individuals that are determined to have legitimate educational interests.

Protected Data shall not be used for any other purposes than those explicitly authorized by contract with an educational agency.

Protected Data shall not be re-disclosed to any third-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 New York State Education Department, educational agency, 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;

Reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Protected Data shall be maintained.

Encryption technology shall be used to protect data while in motion or in Health Source Group, Inc.'s custody from unauthorized disclosure.

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2024**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Nassau Suffolk Services for the Autistic, Inc.** (hereinafter the "CONSULTANT"), having a principal mailing address of 80 Hauppauge Road, Commack, New York 11725.

A. TERM

1. The term of this Agreement shall be from **July 1, 2024** through **June 30, 2025**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

In performing services specified in this Agreement, it is understood that:

1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing, and signed by authorized representatives of both parties.
4. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

C. SERVICES AND RESPONSIBILITIES

- 5/10/24
1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

Related Services district-wide as per attached 2024-2025 Rate Schedule

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation as per the amounts approved by the Commissioner of Education for the 2024-2025 school year.

E. INSURANCE

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

CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions

of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Nassau Suffolk Services for the Autistic, Inc.

West Islip Union Free School District

BY:  _____

Executive Director

BY: _____

President, Board of Education

Date: 6/17/14



WEST ISLIP UFSD
NSSA - Rate Schedule for School Year 2024-2025

Name of Provider: Nassau Suffolk Services for the Autistic, Inc. (NSSA)

Contact Name and Title: Bonnie Eisert, Associate Executive Director, Consultation Services
Diana Mazzeo, Finance Coordinator

Address: 80 Hauppauge Road, Commack, NY 11725

Telephone #: 631- 462-0386

Fax #: 631- 462-4201

Website/E-Mail: www.nssainfo.org

Email: dmazzeo@nssa.net

Type(s) of Related Service and Rate Information for each type of Related Service that would be included in a potential agreement with the District(s):

Type of Related Service: Behavior Intervention Consultation (Indirect)

Rate Information: \$165.00/per hour

Type of Related Service: Behavior Intervention Services-Teacher/ABA Paraprofessional

Rate Information: \$85.00/per hour

Type of Related Service: Parent Training

Rate Information: \$165.00/per hour

Type of Related Service: Parent Training Workshop (Small Group)

Rate Information: \$200.00/per hour

Type of Related Service: Behavior Intervention Services – Teacher (home tutoring/instruction) or Extended Day Services

Rate Information: \$85.00/per hour

Type of Related Services: Registered Behavior Technician

Rate Information: \$85.00/per hour

WEST ISLIP UFSD
NSSA - Rate Schedule for School Year 2024-2025 (continued)

Type of Related Service: <u>Behavior Intervention Services-Supervision</u>	Rate Information: <u>\$165.00/per hour</u>
Type of Related Service: <u>Consultant Teacher or 1:1 Aide</u>	Rate Information: <u>\$85.00/per hour</u>
Type of Related Service: <u>Intensive Clinical Support Instructor</u>	Rate Information: <u>\$100.00/per hour</u>
Type of Related Service: <u>Functional Behavior Assessment</u>	Rate Information: <u>\$165.00/per hour</u>
Type of Related Service: <u>Staff Development and Training</u>	Rate Information: <u>\$200.00/per hour</u>
Type of Related Service: <u>Transition Planning Consultation</u>	Rate Information: <u>\$200.00/per hour</u>
Type of Related Service: <u>Job Coach/Aide</u>	Rate Information: <u>\$85.00/per hour</u>
Type of Related Service: <u>Resource Room/Learning Center</u>	Rate Information: <u>\$85.00/per hour</u>
Type of Related Service: <u>Needs Assessment</u>	Rate Information: <u>\$165.00/per hour</u>
Type of Related Service: <u>Vocational Counseling: Individual (Direct Service)</u>	Rate Information: <u>\$85.00/per hour</u>

Supplemental Agreement between the

West Islip Union Free School District

and

Nassau Suffolk Services for the Autistic, Inc.

Supplemental Agreement dated this 1st day of July, 2024 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and **Nassau Suffolk Services for the Autistic, Inc.**, 80 Hauppauge Road, Commack, New York 11725. WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d and 8 NYCRR 121.1; and

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

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

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

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

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

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

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

d. "Eligible Student" means a Student who is eighteen years or older.

e. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.

f. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.

g. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.

h. "Teacher or Principal Data" means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.

i. "Personally Identifiable Information" shall have the following meanings:

i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)

ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.

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

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

d. A complete list of all student data elements collected by the State is available for public review at

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

or a copy may be obtained by writing to:

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

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

Lisa DiSibio, *District Data Coordinator*

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

l.disibio@wi.k12.ny.us

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

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

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

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

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

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2024. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall *return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.*

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

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

see attached

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

4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and

New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.

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

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

7. Miscellaneous:

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

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

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

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

Nassau Suffolk Services for the Autistic, Inc.

West Islip Union Free School District

By:  _____

By: _____

Print Name: Nicole Weidenborn

Print Name: _____

Title: Executive Director

Title: _____

Date: 6/17/24

Date: _____

SPECIAL EDUCATION SERVICES CONTRACT
Education Law § 4401(2)(e)

This Agreement is entered into this 1st day of July 2024 by and between the Board of Education of the West Islip Union Free School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795, and Nassau Suffolk Services for the Autistic, Inc. (NSSA)/The Martin C. Barell School (hereinafter "SCHOOL"), having its principal place of business for the purpose of this Agreement at 80 Hauppauge Road, Commack, NY 11725.

W I T N E S S E T H

WHEREAS the DISTRICT is authorized under the Education Law to contract with private schools within the State of New York for the instruction of students with disabilities in those situations where the DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the DISTRICT; and

WHEREAS, the SCHOOL is a private school within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from July 1, 2024 through June 30, 2025, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the SCHOOL shall include, but not be limited to the following:
 - a. To provide full-day instruction and related services as per the Addendum attached as Exhibit "A" in strict compliance with each student's Individualized Education Plan ("IEP");
 - b. SCHOOL agrees to provide individualized instruction to students specified by the DISTRICT in accordance with each student's IEP for the applicable school year;
 - c. SCHOOL agrees to provide individualized instruction based on the principles of applied behavioral analysis to students specified by the DISTRICT, and the services are to be provided by appropriately trained individuals;

- d. SCHOOL agrees to submit to the DISTRICT, on a timely basis, reports of the services rendered;
 - e. SCHOOL shall provide supervision of all employees under this Agreement. SCHOOL shall promptly notify the DISTRICT of any problems, situations or incidents that occur during the provision of services.
 - f. SCHOOL shall make relevant personnel available to participate in DISTRICT 504 and Committee on Special Education ("CSE") meetings, where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.
 - g. SCHOOL shall provide the DISTRICT with a copy of any progress reports, testing and/or observation reports which are prepared in connection with the services provided pursuant to this Agreement.
2. The SCHOOL shall provide the services set forth in this Agreement to those students as provided in Exhibit "A."
 3. SCHOOL shall provide the DISTRICT with a copy of any progress reports, testing, and/or observation reports prepared in connection with the students served.
 4. SCHOOL further agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, New York State and local laws, rules, and regulations.
 5. SCHOOL shall be responsible for appropriate staff orientation and training for all its educational and supporting personnel, including, but not limited to, in-service training related to the provision of educational services to students with disabilities.
 6. All services provided by the SCHOOL to students under this Agreement shall be in accordance with each student's IEP, as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the SCHOOL upon any modification of a student's IEP.
 7. The SCHOOL shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
 8. The SCHOOL shall contact and obtain from the Office of Children and Family Services a letter stating that they have reviewed the State Central Register's records and that they do not find any individuals providing services under this Agreement to be the subject of an indicated case of child abuse and maltreatment as defined in accordance with the provisions and limitations of section 424-a of the Social Services Law, as that statute had been modified by applicable court decisions.
 9. The SCHOOL shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act.

10. The SCHOOL represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The SCHOOL represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
11. At the DISTRICT'S request, the SCHOOL shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the SCHOOL shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
13. The SCHOOL shall maintain its status as an approved special education provider. In the event that the SCHOOL fails to maintain such status, the SCHOOL shall immediately notify the DISTRICT. The DISTRICT shall not be required to pay the SCHOOL for services rendered during any period of time in which the SCHOOL fails to maintain its status as an approved special education provider, and the SCHOOL shall reimburse the DISTRICT for any payments already received for services rendered during said period of time.
14. The SCHOOL shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
15. The SCHOOL will work cooperatively with the DISTRICT's Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The SCHOOL shall make relevant personnel available to participate in meetings of the DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.
16. The SCHOOL shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the SCHOOL in connection with this Agreement, and upon request shall be entitled to copies of same.
17. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

18. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
19. The DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the SCHOOL to provide services pursuant to this Agreement.
20. The DISTRICT shall obtain releases or other legal documents necessary for the SCHOOL to render full reports concerning the education and progress of the student(s) to the DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
21. Upon reasonable prior written notice, the SCHOOL shall be subject to visitation by the DISTRICT and/or its designated representatives during the normal business hours of the SCHOOL.
22. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the SCHOOL shall promptly give written notice of same to the DISTRICT.
23. Insurance
 - a. The SCHOOL, at its sole expense, shall procure and maintain the following policies and other insurance as shall be necessary to insure the SCHOOL and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the SCHOOL in connection with the performance of the SCHOOL's responsibilities under this Agreement:

i. Commercial General Liability:

1) Coverage and Limits:

Occurrence	
General Aggregate	\$2,000,000
Products & Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Per Occurrence Limit	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

2) Additional Insured:

WEST ISLIP UNION FREE SCHOOL DISTRICT, Board of Education, employees and volunteers using ISO Form CG2026 or equivalent

3) Extensions – Mandatory:

- a) Sexual Abuse and Molestation Coverage
- b) Contractual Liability extending to indemnification
- c) The general liability is to be primary and noncontributory.
- d) Waiver of Subrogation in favor of the additional insured.

ii. Workers Compensation, Employers' Liability and NYS Disability:

1) Coverage:

Statutory

2) Extensions:

Voluntary Compensation; All States Coverage
Employers Liability - Unlimited

iii. School Leaders Errors & Omissions/Professional Liability Coverage:

1) Limit \$1,000,000 each claim

2) Additional Insured:

WEST ISLIP UNION FREE SCHOOL DISTRICT, Board of Education, employees and volunteers using ISO Form CG2026 or equivalent

- g. Failure of SCHOOL to obtain such insurance shall constitute a material breach of this contract.
- h. In the event that any of the insurance coverage to be provided by the SCHOOL contains a deductible, SCHOOL shall indemnify and hold DISTRICT harmless from payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of the SCHOOL.
- i. SCHOOL shall provide the DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SCHOOL further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects SCHOOL to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages DISTRICT sustains as a result of this breach. In addition, SCHOOL shall be responsible for indemnification to DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

C. COMPENSATION:

- 1. The SCHOOL shall be entitled to recover tuition from the DISTRICT for each student receiving services pursuant to this Agreement in accordance with the tuition rate established by the State of Education Department.
 - a. If the tuition rates for this school year are not available at the beginning of that school year, the DISTRICT shall pay the rate applicable to the previous school year until the new rates are set, at which time the parties shall adjust tuition payments so that the DISTRICT shall have paid in accordance with the rates applicable to that current school year.
- 2. Requests for payment by the SCHOOL shall be made by submission of a detailed written invoice to the DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
- 3. The DISTRICT shall pay the SCHOOL within thirty (30) days of receipt of each invoice by the DISTRICT.
- 4. The DISTRICT shall give the SCHOOL notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination

- a. Either the DISTRICT or the SCHOOL may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
- c. In the event the DISTRICT or the SCHOOL terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Defense / Indemnification

- a. The DISTRICT agrees to defend, indemnify and hold harmless the SCHOOL, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
 - b. The SCHOOL agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SCHOOL, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
3. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Mrs. Elisa Pellati
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795

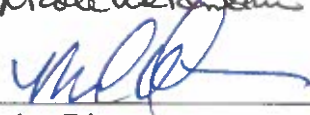
To School: Ms. Diana Mazzeo, Finance Coordinator
Nassau Suffolk Services for the Autistic, Inc./The Martin C. Barell
School
80 Hauppauge Road
Commack, NY 11725

4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
8. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written, agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
9. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
10. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

NASSAU SUFFOLK SERVICES FOR THE
AUTISTIC, INC. (NSSA)/THE MARTIN C.
BARELL SCHOOL

Nicole Weidman

(X)



Executive Director

Date: 6/17/24

WEST ISLIP UNION
FREE SCHOOL DISTRICT

President, Board of Education



New York State Education Department
 Office of Management Services
 Special Education Program Services and Reimbursement Bureau

CERTIFIED TUITION RATES FOR

School Name				School Code		County Name		Year
NASSAU/SUFFOLK SVCS-AUTISTIC				580410999391		SUFFOLK		202223
Rate Type	Program	Version	Date	Cert 2 Mo	Cert 10 Mo	Non Adj 2 Mo	Non Adj 10 Mo	Half Hour
PROSP	9000	CURR	2022-11-30	\$12,846.00	\$77,074.00	\$12,846.00	\$77,074.00	\$

Version is either "CURR" to represent the most current rate record or "HIST" to represent a history rate record. If a CURR is present then the HIST is no longer a valid rate record for a program.

Rate Type will be one of the following; PROSP for Prospective, RECON for Reconciliation, APPEL for Appeal or AUDIT for Audited Tuition Rate.

NonAdj2Mo/NonAdj10Mo is the 2 or 10 month tuition rate before including the 2 year prior reconciliation adjustment.

Cert2Mo/Cert10Mo is the certified tuition rate including the 2 year prior reconciliation adjustment used for billing purposes..

Billable Half Hour Rates are for SEIT and Related Service programs only.

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Questions or comments on this page may be directed to RATEWEB@nysed.gov

SPECIAL EDUCATION SERVICES CONTRACT
Education Law § 4401(2)(b)

This Agreement is entered into this **1st day of July, 2024** by and between the Board of Education of the West Islip School District (hereinafter the "**SENDING DISTRICT**"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **NYSARC, Inc. Suffolk Chapter** (hereinafter the "**RECEIVING EDUCATIONAL FACILITY**"), having its principal place of business for the purpose of this Agreement at **2900 Veterans Memorial Highway, Bohemia, New York 11716**.

W I T N E S S E T H

WHEREAS the SENDING DISTRICT is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students with disabilities in those situations where the SENDING DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the SENDING DISTRICT; and

WHEREAS, the RECEIVING EDUCATIONAL FACILITY is a school within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from **July 1, 2024 through June 30, 2025**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the RECEIVING EDUCATIONAL FACILITY shall include, but not be limited to the following:

**Full Day Educational Instruction and Related Services as
per student (s) IEP**

2. The RECEIVING EDUCATIONAL FACILITY shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.

3. All services provided by the RECEIVING EDUCATIONAL FACILITY to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the SENDING DISTRICT to the RECEIVING EDUCATIONAL FACILITY upon any modification of a student's IEP.
4. The RECEIVING EDUCATIONAL FACILITY shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. The RECEIVING EDUCATIONAL FACILITY shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the SENDING DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
6. The RECEIVING EDUCATIONAL FACILITY represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING EDUCATIONAL FACILITY represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. Upon the execution of this Agreement, the RECEIVING EDUCATIONAL FACILITY shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the RECEIVING EDUCATIONAL FACILITY providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING EDUCATIONAL FACILITY shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. The RECEIVING EDUCATIONAL FACILITY shall comply will all applicable policies of the RECEIVING EDUCATIONAL FACILITY while providing services pursuant to this Agreement.

9. The RECEIVING EDUCATIONAL FACILITY shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. The RECEIVING EDUCATIONAL FACILITY will work cooperatively with the SENDING DISTRICT'S Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The RECEIVING EDUCATIONAL FACILITY shall make relevant personnel available to participate in meetings of the SENDING DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING EDUCATIONAL FACILITY of such meetings.
11. The RECEIVING EDUCATIONAL FACILITY shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING EDUCATIONAL FACILITY in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING EDUCATIONAL FACILITY to provide services pursuant to this Agreement.
15. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING EDUCATIONAL FACILITY to render full

reports concerning the education and progress of the student(s) to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.

16. Upon reasonable prior written notice, the RECEIVING EDUCATIONAL FACILITY shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING EDUCATIONAL FACILITY.
17. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the RECEIVING EDUCATIONAL FACILITY shall promptly give written notice of same to the SENDING DISTRICT.
18. Insurance
 - a. The RECEIVING EDUCATIONAL FACILITY, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the RECEIVING EDUCATIONAL FACILITY and the SENDING DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING EDUCATIONAL FACILITY in connection with the performance of the RECEIVING EDUCATIONAL FACILITY's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
 - b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
 - c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the RECEIVING EDUCATIONAL FACILITY shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
 - d. Upon the execution of this Agreement, the RECEIVING EDUCATIONAL FACILITY will supply the SENDING DISTRICT with a Certificate of Insurance including the SENDING DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The RECEIVING EDUCATIONAL FACILITY shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement.

See Attached Appendix A

2. Requests for payment by the RECEIVING EDUCATIONAL FACILITY shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The SENDING DISTRICT shall pay the RECEIVING EDUCATIONAL FACILITY within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
4. The SENDING DISTRICT shall give the RECEIVING EDUCATIONAL FACILITY notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination

- a. Either the SENDING DISTRICT or the RECEIVING EDUCATIONAL FACILITY may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
- c. In the event the SENDING DISTRICT or the RECEIVING EDUCATIONAL FACILITY terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Defense / Indemnification

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

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

To Sending District: Mrs. Elisa Pellati
 West Islip UFSD
 100 Sherman Avenue
 West Islip, NY 11795

To RECEIVING EDUCATIONAL FACILITY:
 Mrs. Dana Luther, Director of PPS
 NYSARC-AHRC, Inc
 2900 Veterans Memorial Highway
 Bohemia, NY 11716

4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
8. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supercedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
9. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
10. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

SENDING DISTRICT

RECEIVING EDUCATIONAL FACILITY

By: President, Board of Education

By: *John McGuigan*
Chief Executive Officer

Date: _____

Date: 06/13/2014

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2024**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Reach for the Stars Tutoring, Inc. (hereinafter the "CONSULTANT"), having a principal mailing address of 12 Winside Lane, Coram, NY 11727.

A. TERM

1. The term of this Agreement shall be from **July 1, 2024** through **June 30, 2025**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

In performing services specified in this Agreement, it is understood that:

1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing, and signed by authorized representatives of both parties.
4. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

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C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

SEE ATTACHED SERVICES AND 2024-2025 RATE SHEET

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be **as per attached 2024-2025 rate sheet.**

E. INSURANCE

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

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2. responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
3. CONSULTANT shall provide the DISTRICT will a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

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J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Reach for the Stars Tutoring, Inc.

West Islip Union Free School District

BY:


Executive Director

BY: _____

President, Board of Education

President and Owner



Reach for the Stars Tutoring, Inc.

"Helping People Achieve Their Goals and Realize Their Dreams"

Rate Sheet for West Islip Public Schools for the 2024-25 School Year

Name of Provider:	Reach for the Stars Tutoring, Inc.
Melanie Rasmussen, Owner:	631.804.3623, melanie@reachforthestarstutoring.com
Office Fax:	631.828.6412
Address:	12 Winside Lane, Coram, NY 11727
Website:	www.reachforthestarstutoring.com
Contact Name & Title:	Jennifer Markowitz, Administrative Assistant
Cell:	631.258.2259
Email:	Coordinator@reachforthestarstutoring.com
Contact Name & Title:	Maria Trigonis, Office Manager
Cell:	917.538.1983
Email:	mariat@reachforthestarstutoring.com

Type of Related Service	Teachers	Proposed Hourly Rate
Home Tutoring – General Education	NYS teachers certified at the elementary and secondary levels	\$73 virtual / \$94 in-person
Home Tutoring - Special Education	NYS certified Special Education Teachers	\$73 virtual / \$94 in-person
Parent Training	NYS certified Special Education Teachers	\$73 virtual / \$94 in-person
Resource Room (one-on-one)	NYS certified Special Education Teachers	\$73 virtual / \$94 in-person
CSE Meetings	NYS certified Special Education Teachers	\$73 virtual / \$94 in-person
No Show or Last Minute Cancellation on Part of Parent/Student/District (less than 24 hours' notice)	NYS certified teachers	Flat rate \$73 for missed virtual session / \$94 for missed in-person session
Home Tutor Generating Their Own Work, Lessons, Assessments, etc.	NYS certified teachers	30 minutes prep time for each hour of home instruction provided per week at \$73 per hour
Picking up work, exams, materials from District	NYS certified teachers	\$47 to pick up
Returning/ dropping off work, exams, materials, from District	NYS certified teachers	\$47 to drop off
Proctoring/ Testing	NYS certified teachers	\$73 virtual / \$94 in-person

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**Supplemental Agreement between the
West Islip Union Free School District
and
Reach for the Stars Tutoring, Inc.**

Supplemental Agreement dated this 1st day of July, 2024 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Reach for the Stars Tutoring, Inc., having a principal mailing address of 12 Winside Lane, Coram, NY 11727.

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

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

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

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

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

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

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

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

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

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

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

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or a copy may be obtained by writing to:

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

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

Lisa DiSibio, *District Data Coordinator*

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

l.disibio@wi.k12.ny.us

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

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

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

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

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

c. The duration of this agreement coincides with the duration of the parties’ underlying Agreement, which is currently set to expire on June 30, 2025. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall *return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.*

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

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

Please see attached.

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

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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

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

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

7. Miscellaneous:

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

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

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

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

Reach for the Stars Tutoring, Inc.

West Islip Union Free School District

By: Melanie J. Rasmussen

By: _____

Print Name: Melanie J. Rasmussen

Print Name: _____

Title: President

Title: _____

Date: 6/25/24

Date: _____

SPECIAL EDUCATION SERVICES CONTRACT
Education Law § 4401(2)(e)

This Agreement is entered into this 1st day of July, 2024 by and between the Board of Education of the West Islip Union Free School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795, and United Cerebral Palsy Association of Greater Suffolk, Inc. ("UCP") (hereinafter "SCHOOL"), having its principal place of business for the purpose of this Agreement at 250 Marcus Boulevard, Hauppauge, New York 11788.

WITNESSETH

WHEREAS the DISTRICT is authorized under the Education Law to contract with private schools within the State of New York for the instruction of students with disabilities in those situations where the DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the DISTRICT; and

WHEREAS, the SCHOOL is a private school within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from July 1, 2024 through June 30, 2025, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the SCHOOL shall include, but not be limited to the following:
 - a. To provide full-day instruction and related services as per the Addendum attached as Exhibit "A" in strict compliance with each student's Individualized Education Plan ("IEP");
 - b. SCHOOL agrees to provide individualized instruction to students specified by the DISTRICT in accordance with each student's IEP for the applicable school year;
 - c. SCHOOL agrees to provide individualized instruction based on the principles of applied behavioral analysis to students specified by the DISTRICT, and the services are to be provided by appropriately trained individuals;

- d. SCHOOL agrees to submit to the DISTRICT, on a timely basis, reports of the services rendered;
 - e. SCHOOL shall provide supervision of all employees under this Agreement. SCHOOL shall promptly notify the DISTRICT of any problems, situations or incidents that occur during the provision of services.
 - f. SCHOOL shall make relevant personnel available to participate in DISTRICT 504 and Committee on Special Education ("CSE") meetings, where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.
 - g. SCHOOL shall provide the DISTRICT with a copy of any progress reports, testing and/or observation reports which are prepared in connection with the services provided pursuant to this Agreement.
2. The SCHOOL shall provide the services set forth in this Agreement to those students as provided in Exhibit "A."
 3. SCHOOL shall provide the DISTRICT with a copy of any progress reports, testing, and/or observation reports prepared in connection with the students served.
 4. SCHOOL further agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, New York State and local laws, rules, and regulations.
 5. SCHOOL shall be responsible for appropriate staff orientation and training for all its educational and supporting personnel, including, but not limited to, in-service training related to the provision of educational services to students with disabilities.
 6. All services provided by the SCHOOL to students under this Agreement shall be in accordance with each student's IEP, as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the SCHOOL upon any modification of a student's IEP.
 7. The SCHOOL shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
 8. The SCHOOL shall contact and obtain from the Office of Children and Family Services a letter stating that they have reviewed the State Central Register's records and that they do not find any individuals providing services under this Agreement to be the subject of an indicated case of child abuse and maltreatment as defined in accordance with the provisions and limitations of section 424-a of the Social Services Law, as that statute had been modified by applicable court decisions.
 9. The SCHOOL shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act.

10. The SCHOOL represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The SCHOOL represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
11. At the DISTRICT'S request, the SCHOOL shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the SCHOOL shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
13. The SCHOOL shall maintain its status as an approved special education provider. In the event that the SCHOOL fails to maintain such status, the SCHOOL shall immediately notify the DISTRICT. The DISTRICT shall not be required to pay the SCHOOL for services rendered during any period of time in which the SCHOOL fails to maintain its status as an approved special education provider, and the SCHOOL shall reimburse the DISTRICT for any payments already received for services rendered during said period of time.
14. The SCHOOL shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
15. The SCHOOL will work cooperatively with the DISTRICT's Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The SCHOOL shall make relevant personnel available to participate in meetings of the DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.
16. The SCHOOL shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, and requirements of the New York State Education Department or Health Department. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the SCHOOL in connection with this Agreement, and upon request shall be entitled to copies of same.
17. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

18. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
19. The DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the SCHOOL to provide services pursuant to this Agreement.
20. The DISTRICT shall obtain releases or other legal documents necessary for the SCHOOL to render full reports concerning the education and progress of the student(s) to the DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
21. Upon reasonable prior written notice, the SCHOOL shall be subject to visitation by the DISTRICT and/or its designated representatives during the normal business hours of the SCHOOL.
22. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the SCHOOL shall promptly give written notice of same to the DISTRICT.
23. Insurance
 - a. The SCHOOL, at its sole expense, shall procure and maintain the following policies and other insurance as shall be necessary to insure the SCHOOL and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the SCHOOL in connection with the performance of the SCHOOL's responsibilities under this Agreement:

i. Commercial General Liability:

1) Coverage and Limits:

Occurrence	
General Aggregate	\$2,000,000
Products & Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Per Occurrence Limit	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

2) Additional Insured:

WEST ISLIP UNION FREE SCHOOL DISTRICT, Board of Education, employees and volunteers using ISO Form CG2026 or equivalent

3) Extensions – Mandatory:

- a) Sexual Abuse and Molestation Coverage
- b) Contractual Liability extending to indemnification
- c) The general liability is to be primary and noncontributory.
- d) Waiver of Subrogation in favor of the additional insured.

ii. Workers Compensation, Employers' Liability and NYS Disability:

1) Coverage:

Statutory

2) Extensions:

Voluntary Compensation; All States Coverage
Employers Liability - Unlimited

iii. School Leaders Errors & Omissions/Professional Liability Coverage:

1) Limit \$1,000,000 each claim

2) Additional Insured:

WEST ISLIP UNION FREE SCHOOL DISTRICT, Board of Education, employees and volunteers using ISO Form CG2026 or equivalent

- g. Failure of SCHOOL to obtain such insurance shall constitute a material breach of this contract.
- h. In the event that any of the insurance coverage to be provided by the SCHOOL contains a deductible, SCHOOL shall indemnify and hold DISTRICT harmless from payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of the SCHOOL.
- i. SCHOOL shall provide the DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SCHOOL further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects SCHOOL to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages DISTRICT sustains as a result of this breach. In addition, SCHOOL shall be responsible for indemnification to DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

C. COMPENSATION:

1. The SCHOOL shall be entitled to recover tuition from the DISTRICT for each student receiving services pursuant to this Agreement in accordance with the tuition rate established by the Commissioner of Education.
 - a. If the tuition rates for this school year are not available at the beginning of that school year, the DISTRICT shall pay the rate applicable to the previous school year until the new rates are set, at which time the parties shall adjust tuition payments so that the DISTRICT shall have paid in accordance with the rates applicable to that current school year.
2. Requests for payment by the SCHOOL shall be made by submission of a detailed written invoice to the DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The DISTRICT shall pay the SCHOOL within thirty (30) days of receipt of each invoice by the DISTRICT.
4. The DISTRICT shall give the SCHOOL notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination

- a. Either the DISTRICT or the SCHOOL may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
- c. In the event the DISTRICT or the SCHOOL terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Defense / Indemnification

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

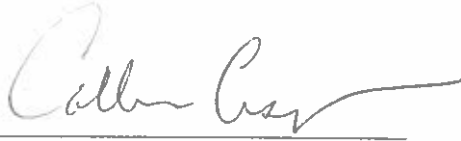
3. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Mrs. Elisa Pellati
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795

To School: Attention: Leslie M. Tilp
United Cerebral Palsy Association of Greater Suffolk, Inc.
250 Marcus Boulevard
Hauppauge, NY 11788

4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
8. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written, agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
9. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
10. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

United Cerebral Palsy Association
Of Greater Suffolk, Inc.



By: _____

Executive Director

WEST ISLIP UNION
FREE SCHOOL DISTRICT

By: _____

President, Board of Education



Lauren Lay
Director of ELA & Reading (6-12),
Director of ENL & Director of Library Media
West Islip School District
One Lion's Path
West Islip, New York 11795
(631)504-5846

AGENDA ITEM IX. D)
BUSINESS ITEMS
RM 7/9/2024

TO: Elisa Pellati
FROM: Lauren Lay
DATE: June 2024
RE: Oquenock Library -Weeding

I am requesting the surplus of weeded books from the Oquenock Library. These materials are no longer relevant and/or in poor condition.

Total Copies Weeded: 328

If you have any questions or concerns, please do not hesitate to contact me.

Cc: Amanda Harvey, GinaMarie Hildebrandt



WI

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



Dr. Paul Romanelli
Superintendent of Schools

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

MEMO TO: Elisa Pellati

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

A handwritten signature in blue ink, appearing to be "TH", enclosed in a circular scribble.

RE: Surplus

DATE: 6/14/24

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

1. Cardiac Science Powerheart AED G3 (serial # 6001497)- the unit is broken and it's cheaper to replace the unit than repair.

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

Director of Food Services

MEMORANDUM

TO: Elisa Pellati
FROM : Melanie Steinweis
DATE: 6/25/2024
RE: Excess of old equipment

Please see the below list of equipment that I would like to submit for excess/auction.

Thank you,

Equipment	Asset Tag Number	Location	Reason for Excess
Large Stand Mixer	001302	West Islip High School	Nonfunctional (broken)

West Islip Public Schools

Interoffice Memorandum

To: Elisa Pellati
From: Kim Hujik
Date: July 2024
Re: Surplus from IT

Items for surplus:

1. Chromebooks	104
2. Laptops	22
3. PC	9
4. Printers	6
5. Monitors	9
6. Apple	1
7. Scholarchip	4
8. Cisco phone	1
9. Smartboard	6
10.Barcode scanner	3
11.Fargo Printers	2
12.Wacom Pen Tablets	16
13.IPAD	4
14.Ipad Mini	5
15. Laptop	22
16. Doc Camera	1

Thank you for your assistance in this matter.

INTEROFFICE MEMO

DATE: 6/12/2024
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – BAGELS

Item: Bagels (Bid #Bagels 2024-2025 07/01/24 to 06/30/25)
Publication: Nassau/Suffolk Newsday April 5, 2024
Fund to be Charged: Cafeteria
Bid Opening: May 3, 2024
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 40
Bidding 2

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Bagels in the following dollar amounts:

Modern Italian Bakery	\$6,397.20
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INTEROFFICE MEMO

DATE: 6/12/24
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCIELLA, PURCHASING AGENT
RE: SEALED BIDS – BREAD

Item: Bread (Bid #Bread 2024-2025 07/01/24 to 06/30/25)
Publication: Nassau/Suffolk Newsday April 5, 2024
Fund to Be Charged: Cafeteria
Bid Opening: May 3, 2024
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 40
Bidding 2

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanic Steinweis, School Lunch Manager resulting in the award of contracts to provide Bread in the following dollar amounts:

Modern Italian Bakery	\$11,191.36
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INTEROFFICE MEMO

DATE: 6/13/24
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS - DAIRY

Item: Dairy (Bid #Dairy 2024-2025 07/01/24 to 06/30/25)
Publication: Nassau/Suffolk Newsday April 5, 2024
Fund to be Charged: Cafeteria
Bid Opening: May 3, 2024
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 40
Bidding 6

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Dairy in the following dollar amounts:

Ace Endico	\$3,164.93
Metropolitan Foods/Driscoll	\$4,162.92
Mivilia	\$ 111.20
Total	\$7,439.05

INTEROFFICE MEMO

DATE: 6/13/24
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – DIRECT DIVERSION

Item: Direct Diversion (Bid #Direct Diversion 2024-2025 07/01/23 to 06/30/24)

Publication: Nassau/Suffolk Newsday January 19, 2024

Fund to be Charged: Cafeteria

Bid Opening: February 15, 2024

Place of Opening: South Huntington School District

Number of Companies Bidding: Invited to Bid 40
Bidding 13

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Direct Diversion in the following dollar amounts:

Ace Endico	\$ 8,769.20
JTM Food Group	\$ 9,523.01
Maid-Rite Specialty Foods	\$ 3,104.64
Metropolitan Foods/Dricoll Foods	\$223,589.38
Mivila Foods	\$ 36,648.00
Nardone Bros. Baking Co.	\$ 22,209.00
Rich Products Corp	\$ 31,141.50
Tyson	\$ 2,086.80
Total:	\$337,071.93

INTEROFFICE MEMO

DATE: 6/13/24
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – DRINKS-NON STUDENT BID

Item: Drinks-Non Student Bid (Bid #Drinks-Non Student 2024-2025 07/01/24 to 06/30/25)

Publication: Nassau/Suffolk Newsday April 5, 2024

Fund to be Charged: Cafeteria

Bid Opening: May 3, 2024

Place of Opening: South Huntington School District

Number of Companies Bidding: Invited to Bid 11
Bidding 8

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Dairy in the following dollar amounts:

Eldorado Coffee Roasters	\$1,372.64
Jay Bee Distributors	\$ 809.10
Total	\$2,184.74

INTEROFFICE MEMO

DATE: 6/13/24
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E PELLATI, M. STEINWEIS
FROM: ROB NOCIELLA, PURCHASING AGENT
RE: SEALED BIDS – DRINKS STUDENT BID

Item: Drinks-Student Bid (Bid #Drinks-Student Bid 2024-2025 07/01/24 to 06/30/25)

Publication: Nassau/Suffolk Newsday April 5, 2024

Fund to be Charged: Cafeteria

Bid Opening: May 3, 2024

Place of Opening: South Huntington School District

Number of Companies Bidding: Invited to Bid 11
Bidding 11

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Dairy in the following dollar amounts:

Ace Endico	\$ 47,813.16
Big Geyser	\$ 2,933.91
Jay Bee Distributors	\$ 8,551.08
Liberty Coca-Cola	\$ 28,800.00
Metropolitan Foods/Driscoll	\$ 29,322.29
Snapple	\$ 3,573.00
Total	\$120,993.44

INTEROFFICE MEMO

DATE: 6/13/24
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCIELLA, PURCHASING AGENT
RE: SEALED BIDS – FROZEN

Item: Frozen (Bid #Frozen 2024-2025 07/01/24 to 06/30/25)
Publication: Nassau/Suffolk Newsday April 5, 2024
Fund to be Charged: Cafeteria
Bid Opening: May 3, 2024
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 40
Bidding 5

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Frozen items in the following dollar amounts:

Ace Endico	\$ 15,218.85
American Classic	\$ 1,300.05
Metropolitan Foods/Driscoll	\$ 91,311.21
Mivila	\$ 13,893.95
Total	\$121,724.24

INTEROFFICE MEMO

DATE: 6/13/24
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – GROCERY

Item: Grocery (Bid #Grocery 2024-2025 07/01/24 to 06/30/25)
Publication: Nassau/Suffolk Newsday April 5, 2024
Fund to be Charged: Cafeteria
Bid Opening: May 3, 2024
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 40
Bidding 6

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Grocery items in the following dollar amounts:

Ace Endico	\$ 7,188.09
Jaybee Distributors	\$ 2,470.62
Metropolitan Foods/Driscoll	\$26,974.94
Mivila	\$ 5,616.33
RC Fine Foods	\$ 529.20
Total	\$42,779.18

INTEROFFICE MEMO

DATE: 6/13/24
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATTI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – ICE CREAM

Item: Ice Cream (Bid # Ice Cream 2024-2025 07/01/24 to 06/30/25)
Publication: Nassau/Suffolk Newsday April 5, 2024
Fund to be Charged: Cafeteria
Bid Opening: May 3, 2024
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 8
Bidding 3

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Ice Cream in the following dollar amounts:

American Classic Ice Cream	\$30,942.96
Total	\$30,942.96

INTEROFFICE MEMO

DATE: 6/13/24
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLO, PURCHASING AGENT
RE: SEALED BIDS - MEAT

Item: Meat (Bid #Meat 2024-2025 07/01/24 to 06/30/25)
Publication: Nassau/Suffolk Newsday April 5, 2024
Fund to Be Charged: Cafeteria
Bid Opening: May 3, 2024
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 40
Bidding 4

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Meat in the following dollar amounts:

Ace Endico	\$1,109.40
Metropolitan Foods/Driscoll	\$4,021.30
Total	\$5,130.70

INTEROFFICE MEMO

DATE: 6/13/24
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – PAPER AND DISPOSABLES

Item: Paper and Disposables (Bid #Paper and Disposables 2024-2025 07/01/24 to 06/30/25)

Publication: Nassau/Suffolk Newsday April 5, 2024

Fund to be Charged: Cafeteria

Bid Opening: May 3, 2024

Place of Opening: South Huntington School District

Number of Companies Bidding: Invited to Bid 14
Bidding 4

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Paper and Disposables in the following dollar amounts:

Appco Paper & Plastics Corp.	\$26,271.05
J & F Supplies	\$ 795.01
Mivila Foods	\$ 2,872.00
WB Mason	\$48,299.47

Total	\$78,237.53
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INTEROFFICE MEMO

DATE: 6/13/24
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCIELLA, PURCHASING AGENT
RE: SEALED BIDS – SNACKS - COMPLIANT

Item: Snacks - Compliant (Bid #Snacks-Compliant 2024-2025 07/01/24 to 06/30/25)

Publication: Nassau/Suffolk Newsday April 5, 2024

Fund to be Charged: Cafeteria

Bid Opening: May 3, 2024

Place of Opening: South Huntington School District

Number of Companies Bidding: Invited to Bid 13
Bidding 4

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Snacks - Compliant items in the following dollar amounts:

Ace Endico	\$ 2,847.39
JayBee Distributors	\$ 64,259.47
Metropolitan Foods/Driscoll	\$278,434.53
Mivila Foods	\$ 32,137.92
Total	\$377,679.31

INTEROFFICE MEMO

DATE: 6/13/24
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – SNACKS NON-COMPLIANT

Item: Snacks Non-Compliant (Bid #Snacks Non-Compliant 2024-2025 07/01/24 to 06/30/25)

Publication: Nassau/Suffolk Newsday April 5, 2024

Fund to be Charged: Cafeteria

Bid Opening: May 3, 2024

Place of Opening: South Huntington School District

Number of Companies Bidding: Invited to Bid 13
Bidding 5

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Snacks Non-Compliant items in the following dollar amounts:

Jaybee Distributors	\$ 85.69
Metropolitan Food/Driscoll	\$379.17
Total	\$464.86

INTEROFFICE MEMO

DATE: 6/13/24
TO: DR. PAUL ROMANELLI, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCIELLA, PURCHASING AGENT
RE: SEALED BIDS – KITCHEN EQUIPMENT AND SMALLWARES

Item: Kitchen Equip. & Smallwares (Bid #Kitchen Equip. & Smallwares 2024-2025 07/01/24 to 6/30/25)

Publication: Nassau/Suffolk Newsday April 5, 2024

Fund To Be Charged: Cafeteria

Bid Opening: May 3, 2024

Place of Opening: South Huntington School District

Number of Companies Bidding: Invited to Bid: 14
Bidding: 8

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Service Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Kitchen Equipment and Smallwares in the following dollar amounts:

11400 Inc.	\$ 303.84
Bar Boy Products	\$1,432.75
Chef's Depot	\$ 2.28
Sam Tell & Son	\$4,403.08
TriMark USA	\$ 4.42
WB Mason	\$ 207.86
Total	\$6,354.23

RESOLVED, that the West Islip Union Free School District shall adopt the 2024 – 2025 Income Eligibility Guidelines for Fr

2024-2025 INCOME ELIGIBILITY GUIDELINES FOR FREE AND REDUCED PRICE MEALS

Free Eligibility Scale						Reduced Price Eligibility Scale					
Free Lunch, Breakfast, Milk						Reduced Price Lunch, Breakfast					
Household Size	Annual	Monthly	Twice per Month	Every Two Weeks	Weekly	Household Size	Annual	Monthly	Twice per Month	Every Two Weeks	Weekly
1	\$ 19,578	\$ 1,632	\$ 816	\$ 753	\$ 377	1	\$ 27,861	\$ 2,322	\$ 1,161	\$ 1,072	\$ 536
2	\$ 26,572	\$ 2,215	\$ 1,108	\$ 1,022	\$ 511	2	\$ 37,814	\$ 3,152	\$ 1,576	\$ 1,455	\$ 728
3	\$ 33,566	\$ 2,798	\$ 1,399	\$ 1,291	\$ 646	3	\$ 47,767	\$ 3,981	\$ 1,991	\$ 1,838	\$ 919
4	\$ 40,560	\$ 3,380	\$ 1,690	\$ 1,560	\$ 780	4	\$ 57,720	\$ 4,810	\$ 2,405	\$ 2,220	\$ 1,110
5	\$ 47,554	\$ 3,963	\$ 1,982	\$ 1,829	\$ 915	5	\$ 67,673	\$ 5,640	\$ 2,820	\$ 2,603	\$ 1,302
6	\$ 54,548	\$ 4,546	\$ 2,273	\$ 2,098	\$ 1,049	6	\$ 77,626	\$ 6,469	\$ 3,235	\$ 2,986	\$ 1,493
7	\$ 61,542	\$ 5,129	\$ 2,565	\$ 2,367	\$ 1,184	7	\$ 87,579	\$ 7,299	\$ 3,650	\$ 3,369	\$ 1,685
8	\$ 68,536	\$ 5,712	\$ 2,856	\$ 2,636	\$ 1,318	8	\$ 97,532	\$ 8,128	\$ 4,064	\$ 3,752	\$ 1,876
Each Add'l person, add	\$ 6,994	\$ 583	\$ 292	\$ 269	\$ 135	Each Add'l person, add	\$ 9,953	\$ 830	\$ 415	\$ 383	\$ 192

*Students in New York State that are approved for reduced price meals will receive breakfast and lunch meals and snacks served through the Afterschool Snack Program at no charge.

SNAP/TANF/FDPIR Households: Households that currently include children who receive the Supplemental Nutrition Assistance Program (SNAP) but who are not found during the Direct Certification Matching Process (DCMP), or households that currently receive Temporary Assistance to Needy Families (TANF), or the Food Distribution Program on Indian Reservations (FDPIR) must complete an Application for Free and Reduced Price School Meals/Milk, listing the child's name, a valid SNAP, TANF, or FDPIR case number and the signature of an adult household member. Eligibility for free meal benefits based on participation in SNAP, TANF or FDPIR is extended to all children in the household. When known to the School Food Authority, households will be notified of their children's eligibility for free meals based on their participation in the SNAP, TANF or the FDPIR programs. No application is necessary if the household was notified by the SFA their children have been directly certified. If the household is not sure if their children have been directly certified, the household should contact the school.

Other Source Categorical Eligibility: When known to the School Food Authority, households will be notified of any child's eligibility for free meals based on the individual child's designation as Other Source Categorically Eligible, as defined by law. Children are determined Other Source Categorically Eligible if they are Homeless, Migrant, Runaway, a foster child, or Enrolled in Head Start or an eligible pre-kindergarten program.

Foster children that are under the legal responsibility of a foster care agency or court, are eligible for free meals. Any foster child in the household is eligible for free meals regardless of income. A separate application for a foster child is no longer necessary. Foster children may also be included as a member of the foster family if the foster family chooses to also apply for benefits for other children. Including children in foster care as household members may help other children in the household qualify for benefits. If non-foster children in a foster family are not eligible for free or reduced price meal benefits, an eligible foster child will still receive free benefits

If children or households receive benefits under Assistance Programs or Other Source Categorically Eligible Programs and are not listed on the notice of eligibility and are not notified by the School Food Authority of their free meal benefits, the parent or guardian should contact the school or should submit an income application.

Other Households: Households with income the same or below the amounts listed above for family size may be eligible for and are urged to apply for free and/or reduced price meals. They may do so by completing the Application for Free and Reduced Price School Meals sent home with the letter to parents. One application for all children in the household should be submitted. Additional copies are available at the principal's office in each school. **Applications may be submitted any time during the school year to Melanie Steinweis, School Lunch Manager. Please contact Melanie Steinweis at 631-930-1510 with any questions regarding the application process.**

Households notified of their children's eligibility must contact the School Food Authority if they choose to decline the free meal benefits. Households may apply for benefits at any time throughout the school year. Children of parents or guardians who become unemployed or experience a financial hardship mid-year may become eligible for free and reduced price meals at any point during the school year.

Children in households receiving Women, Infants and Children (WIC) benefits may be eligible for free or reduced price meals through the application process.

For up to 30 operating days into the new school year (or until a new eligibility determination is made, whichever comes first) an individual child's free or reduced price eligibility status from the previous year will continue within the same School Food Authority. When the carryover period ends, unless the household is notified that their children are directly certified or the household submits an application that is approved, the children's meals must be claimed at the paid rate. Though encouraged to do so, the School Food Authority is not required to send a reminder or a notice of expired eligibility.

The information provided on the application will be confidential and will be used for determining eligibility. The names and eligibility status of participants may also be used for the allocation of funds to federal education programs such as Title I and National Assessment of Educational Progress (NAEP), State health or State education programs, provided the State agency or local education agency administers the programs, and for federal, State or local means-tested nutrition programs with eligibility standards comparable to the NSLP. Eligibility information may also be released to programs authorized under the National School Lunch Act (NSLA) or the Child Nutrition Act (CNA). The release of information to any program or entity not specifically authorized by the NSLA will require a written consent statement from the parent or guardian.

The School Food Authority does, however, have the right to verify at any time during the school year the information on the application. If a parent does not give the school this information, the child/children will no longer be able to receive free or reduced price meals.

Under the provisions of the policy, the designated official will review applications and determine eligibility. If a parent is dissatisfied with the ruling of the designated official, he/she may make a request either orally or in writing for a hearing to appeal the decision. Elisa Pellati, CPA, Assistant Superintendent for Business whose address is West Islip Union Free School District, Michael & Christine Freyer Administration Building, 100 Sherman Ave., West Islip, N.Y. 11795 has been designated as the Hearing Official. Hearing procedures are outlined in the policy. However, prior to initiating the hearing procedure, the parent or School Food Authority may request a conference to provide an opportunity for the parent and official to discuss the situation, present information, and obtain an explanation of the data submitted in the application or the decisions rendered. The request for a conference shall not in any way prejudice or diminish the right to a fair hearing.

Only complete applications can be approved. This includes complete and accurate information regarding: the SNAP, TANF, or FDPIR case number; the names of all household members; on an income application, the last four digits of the social security number of the person who signs the form or an indication that the adult does not have one, and the amount and source of income received by each household member. In addition, the parent or guardian must sign the application form, certifying the information is true and correct.

In the operation of child feeding programs, no child will be discriminated against because of race, sex, color, national origin, age, disability or limited English proficiency.

Nondiscrimination Statement: This explains what to do if you believe you have been treated unfairly.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

5.17.24

MEMORANDUM OF AGREEMENT

WHEREAS, the West Islip Union Free School District ("District") and the West Islip Teachers' Association Teaching Assistants' Chapter ("Union") are parties to a Collective Bargaining Agreement for the period of July 1, 2022 through June 30, 2026 ("CBA"); and

WHEREAS, pursuant Article XVII of the CBA, members of the Union are permitted to participate in the NYSHIP Excelsior Plan; and

WHEREAS, NYSHIP has notified the District that the Excelsior Plan will cease to exist as of January 1, 2025; and

WHEREAS, the District and the Union wish to memorialize an agreement that has been reached with respect to the provision of health insurance benefits to members of the Union.

NOW, THEREFORE, it is hereby agreed as follows:

1. Effective January 1, 2025, the first sentence of Article XVII of the CBA is hereby amended by deleting "NYSHIP Excelsior Plan" and replacing it with "NYSHIP Empire Plan."
2. Once a successor agreement of the CBA is reached, the revisions set forth in Paragraph 1 shall be incorporated into the successor CBA.
3. This Agreement shall not be precedent setting or construed as practice, and shall not be used in any grievance, arbitration or claim of any kind except as necessary to enforce its terms.
4. Except as specifically set forth herein, this Agreement shall not be construed as modifying the collective bargaining agreement. Rather, this Agreement shall apply only for the specific and limited purpose of addressing issues raised herein.

5.17.24

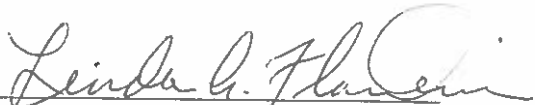
West Islip Union Free School District

Dated: _____, 2024

By: _____
Anthony Tussie
President, Board of Education

West Islip Teachers' Association
Teaching Assistants' Chapter

Dated: _____, 2024

By: 
Linda A. Flandina, Unit President

6/6/2024

MEMORANDUM OF AGREEMENT

AGREEMENT between the West Islip Union Free School District (the "District"), the West Islip Nurses' Chapter of WITA (the "Association"), and Brianna Heffernan ("Ms. Heffernan").

WHEREAS, Ms. Heffernan is a full-time nurse within the District; and

WHEREAS, Ms. Heffernan has sought to be assigned to a four-day work week in order to enable Ms. Heffernan to participate in a three-year nurse practitioner program outside of the District; and

WHEREAS, the District has determined that it may provide such an accommodation for the 2024-2025 school year, upon the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

1. Effective August 30, 2024, Ms. Heffernan shall be appointed to a 4-day work week schedule (Monday, Tuesday, Wednesday and Friday when school is in session) and her annual salary for the 2024-2025 school year shall be prorated at the rate of 80% of her placement on the salary schedule attached to the collective bargaining agreement ("CBA") between the District and the Association.

2. The District is under no obligation to continue this reduced schedule in subsequent school years. Ms. Heffernan shall return to a full-time position in the District for the 2025-2026 school year, unless the parties hereto enter into a successor agreement.

3. Except as otherwise provided for in this Agreement, Ms. Heffernan shall continue to receive all benefits set forth in the CBA as if she were a full-time employee.

4. This Agreement shall not be precedent setting or construed as modifying any terms of the CBA as between the District and the Association, or any practices which may exist between

them, and shall not be utilized by any party in any grievance, arbitration or claim of any kind except as necessary to enforce its terms.

5. This Agreement shall not extend beyond June 30, 2025, at which time it shall sunset.

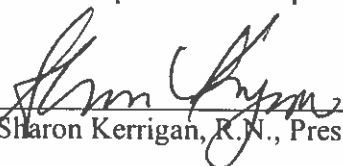
Dated: _____

West Islip Union Free School District

By: _____
Anthony Tussie, President
Board of Education

Dated: 6/21/24

The West Islip Nurses' Chapter of WITA

By:  _____
Sharon Kerrigan, R.N., President

Dated: 6/30/2024

 _____
Brianna Heffernan

6/24/2024

SECOND AMENDMENT TO THE LEASE AGREEMENT

This Amendment is made this ____ day of _____, 2024, by and between the Board of Education, West Islip Union Free School District, Town of Islip, Suffolk County, New York, a municipal corporation existing under and by virtue of the laws of the State of New York, having its principal office at 100 Sherman Avenue, West Islip, Suffolk County, New York 11795 (hereinafter referred to as the "DISTRICT"), and The Bridges Academy, a New York not for profit organization having its principal office at the Building (as hereinafter defined), (hereinafter referred to as "BRIDGES").

WHEREAS, the DISTRICT and BRIDGES entered into a lease agreement, dated September 7, 2023, incorporated by reference herein, for certain areas within the Paul E. Kirdahy Elementary School (the "Lease Agreement"); and

WHEREAS, the DISTRICT and BRIDGES had agreed to amend the Lease Agreement to include additional leased space in accordance with Section 6 of the Lease Agreement during the 2023-2024 school year ("First Amendment"); and

WHEREAS, the DISTRICT and BRIDGES have determined to amend the Lease Agreement to include additional leased space in accordance with Section 6 of the Lease Agreement during the 2024-2025 school year; and

WHEREAS, the DISTRICT has determined and by approval of this amendment does hereby declare that the Premises as set forth in this Amendment to the Lease Agreement ("Second Amendment") is not currently needed for school district purposes and that this Second Amendment is in the best interests of the DISTRICT.

NOW, THEREFORE, the DISTRICT and BRIDGES hereby agree to the following amendments which shall take effect July 1, 2024:

1. In addition to other property more fully set forth in the Lease Agreement, for the period of July 1, 2024 through June 30, 2025, the DISTRICT hereby leases to BRIDGES and BRIDGES hereby leases from the DISTRICT Room 102. The parties stipulate that Room 102 consists of 816 Square Feet. During the period of this Second Amendment to the Lease Agreement, Room 102 shall be deemed part of the “Demised Premises” under the Lease Agreement.

2. In addition to the rent amount ore fully set forth in the Lease Agreement, for the period of July 1, 2024 through June 30, 2025, the Additional Rent for Room 102 shall be a monthly base rent of \$968.65, for a total annual base rent of \$11,623.80.

3. Except as amended herein, the underlying Lease Agreement shall remain in full force and effect.

IT IS UNDERSTOOD AND AGREED that the covenants contained in this Second Amendment to the Lease shall be binding upon the parties hereto and upon their respective successors.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and executed by their fully appointed officers.

WEST ISLIP UNION FREE
SCHOOL DISTRICT

Dated: _____

By: _____
Anthony Tussie, President

BRIDGES LONG ISLAND

Dated: _____

By: _____

SIXTH AMENDMENT TO THE LEASE AGREEMENT

This Amendment is made this ____ day of July, 2024, by and between the Board of Education, West Islip Union Free School District, Town of Islip, Suffolk County, New York, a corporation existing under and by virtue of the laws of the State of New York, having its principal office at 100 Sherman Avenue, West Islip, Suffolk County, New York 11795 (hereinafter referred to as the "DISTRICT"), and After School Kids Under Supervision, Inc., a not-for-profit organization existing under and by virtue of the laws of the State of New York having its principal office at 212 Higbie Lane, Suite 1, West Islip, New York 11795 (hereinafter referred to as "ASK US").

WHEREAS, the DISTRICT and ASK US entered into a lease agreement, dated March 24, 2020, and annexed hereto and incorporated herein, for certain areas within the Paul E. Kirdahy Elementary School (the "Lease Agreement"); and

WHEREAS, the DISTRICT and ASK US entered into an amendment to the Lease Agreement, dated September, 2020, and annexed hereto and incorporated herein, which extended the Lease Agreement for an additional four years (the "First Amendment"); and

WHEREAS, the DISTRICT and ASK US entered into an amendment to the Lease Agreement, dated November 24, 2020, and annexed hereto and incorporated herein, which modified the terms of the lease for 2020-2021 school year (the "Second Amendment"); and

WHEREAS, the DISTRICT and ASK US entered into an amendment to the Lease Agreement, dated September 9, 2021, and annexed hereto and incorporated herein, which modified the terms of the lease for 2021-2022 school year (the "Third Amendment"); and

WHEREAS, the DISTRICT and ASK US entered into an amendment to the Lease Agreement, dated August 11, 2022, and annexed hereto and incorporated herein, which modified the terms of the lease for 2022-2023 school year (the “Fourth Amendment”); and

WHEREAS, the DISTRICT and ASK US entered into an amendment to the Lease Agreement, dated August 31, 2023, and annexed hereto and incorporated herein, which modified the terms of the lease for 2023-2024 school year (the “Fifth Amendment”); and

WHEREAS, the DISTRICT has determined and by approval of this Agreement does hereby declare that the Premises as set forth in the Lease Agreement is not currently needed for school district purposes and that an amendment of the Lease Agreement is in the best interests of the DISTRICT; and

WHEREAS, the DISTRICT and ASK US have agreed to amend the Lease Agreement to authorize modify the space to be used by ASK US during the 2024-25 school year by removing the cafeteria and adding room 310, thereby reducing the square footage ASK US is leasing from 8,869 to 6,945 and reduce the rent for the 2024-25 school year accordingly.

NOW, THEREFORE, the DISTRICT and ASK US hereby agree as follows:

FIRST "WHEREAS" CLAUSE

1. Effective September 1, 2024 through June 30, 2025 only, the first "WHEREAS" clause of the Lease Agreement is modified to provide:

WHEREAS, the DISTRICT has agreed to lease to ASK US the playground, music room (exclusive of the music room storage), classrooms 301, 302, 303, 304, 305/306, 310 and the gym at the Paul E. Kirdahy Elementary School, located at 339 Snedecor Ave., West Islip, New York (the "Premises").

RENT

2. Effective September 1, 2024 through June 30, 2025 only, Paragraph 4(b) of the Lease Agreement is amended as follows:

Year Five (September 1, 2024 to June 30, 2025): a monthly base rent of \$2,996.57, for a total annual base rent of \$29,965.70.

3. The third sentence of Paragraph 7 of the Lease Agreement is hereby replaced with: “ASK US shall have full control and use of the playground, music room (exclusive of the music room storage), classrooms 301, 302, 303, 304, 305/306, 310, indoor playground, and the gym.”

4. All other terms and conditions as set forth in the Lease Agreement shall remain in full force and effect.

5. This Sixth Amendment shall sunset June 30, 2025.

IT IS UNDERSTOOD AND AGREED that the covenants contained in this Amendment to the Lease shall be binding upon the parties hereto and upon their respective successors.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and executed by their fully appointed officers.

WEST ISLIP UNION FREE
SCHOOL DISTRICT

Dated: _____

By: _____
Anthony Tussie, President

AFTER SCHOOL KIDS UNDER
SUPERVISION, INC.

Dated: _____

By: _____
Justin Lite, President

NEW COMPACT FOR LEARNING
DISTRICT PLAN

DRAFT

Recertified 1998
Recertified 2000
Amended and recertified 2002
Recertified 2004
Recertified 2006
Recertified 2008
Amended and recertified 2010
Recertified 2012
Recertified 2014
Recertified 2016
Recertified 2018
Amended and recertified 2020
Recertified 2022
Amended and recertified _____

**WEST ISLIP PUBLIC SCHOOLS
COMPACT FOR LEARNING – DISTRICT PLAN**

GENERAL

Consistent with the New York State Commissioner’s Regulation 100.11 and with the philosophy of the West Islip Union Free School District, educational practices are greatly enhanced by the inclusion of all constituent stakeholders in the educational process. The District Compact Team encourages the active participation of all constituent groups for the effective and successful operation of all aspects of West Islip educational programs and services.

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 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.

BELIEF STATEMENT

We, the West Islip School District, believe that an excellent educational program requires:

- a strong partnership among parents, students, staff and community
- a safe, nurturing and healthful environment in which to teach and learn
- an open forum for discussion where all stakeholders can freely express his/her opinion
- individuals who respect diversity
- skills that develop responsible, productive members of society
- responsible, ethical behavior that engenders trust
- that we promote innovation while constantly evaluating the success of those innovations
- individuals who think critically and creatively

**SCOPE AND RESPONSIBILITY: BUILDING TEAMS/DISTRICT COMPACT TEAM –
EDUCATION ISSUES SUBJECT TO SHARED DECISION MAKING**

Each Building Team will prepare an annual report. Each team is encouraged to disseminate information and updates. Team meetings are open to anyone as observers.

The District Compact Team shall continue to function pursuant to the provisions of this plan. Each year by June 15, each constituent group shall submit names of District Compact Team members to the Superintendent for submission to the Board of Education for appointment at the Annual Organizational Meeting.

The District Compact Team shall review the district plan every two years. The District Compact Team shall solicit recommendations from the Building Teams prior to its bi-annual review. The District Compact Team shall reconvene four months prior to the two-year anniversary of the board’s adoption of the plan in order to review, evaluate and revise the district plan as needed. Each Building Team must report and make recommendations within this timeframe.

The District Compact Team on the Compact for Learning has prepared the following list to provide direction and guidance to the Building Teams. These items should in no way be construed as all-inclusive but are simply provided as a guide relative to the scope and nature of the types of items that may be reviewed. No Building Team may take action contrary to law, Board policy or contractual agreements.

It is not required that the Building Team review each item on the list. Some teams may choose to review other areas as well, as long as the foregoing stipulations are met. The issues discussed by the Teams must relate to improved student learning and be linked to the District’s standards of excellence for all students. Each Building Team will deal with specific issues as they relate to the school’s mission, vision, or goals. Each issue will be discussed in light of existing data, historical perspective, and educational research. The Teams will discuss issues as indicated below:

- Student Performance {General not specific}
- Student Attendance
- Curriculum
- Instruction
- Assessment
- Student Conduct/Behavior
- Parent Involvement
- Extracurricular and Co-Curricular Activities
- Budget Preparation and Allocation
- Public Relations/Community Relations
- Staffing
- Student Enrichment
- Field Trips
- Program Enrichment
- Class Size
- Employee Working Conditions
- Education Policies & Mission Statement of Board of Education
- Emerging Technology
- Student Recognition
- Agenda/Meeting Times
- Homework Policy
- Articulation/Communication of school issues with stakeholders
- Orientation
- Calendar
- Dress Code
- Inclusivity
- Extra Help Programs
- Open House
- Parent Conferences
- Allocation of Donated Funds
- Staff Development/Superintendent’s Conference Day
- Collaboration with Community Organizations
- Parenting Workshops
- Implementation of SAVE Legislation
- School Safety
- Service Opportunities

COMPOSITION OF SITE BASED TEAMS AND THE MANNER AND EXTENT OF EXPECTED INVOLVEMENT OF ALL PARTIES

The composition of Building Teams shall include the following:

<u>Elementary</u>	<u>Middle School</u>	<u>High School</u>
1 Principal	1 Principal	1 Principal
4 Teachers	4 Teachers	5 Teachers
1 Non-teaching Member	1 Non-teaching Member	2 Non-teaching Members
3 Parent Members	3 Parent Members	3 Parent Members
<i>{1 selected by the PTA}</i>	<i>{1 selected by the PTA}</i>	<i>{1 selected by the PTA}</i>
	1 Student - optional	2 Students
		<i>{no more than 1 senior}</i>
		1 Business/Commercial Member
Total: 9 Members	Total: 9/10 Members	Total: 14 Members

The length of term for Building Team Members shall be as follows:

- Members will serve a two-year term with two consecutive terms allowed {four years}.
- All terms run from July 1 to June 30.
- For the first year of the term only, half the team will be chosen to serve a three-year term. One-half of each representative group shall be randomly assigned.
- A representative of that constituent group who will serve the unexpired term may replace persons no longer able to serve.
- All team members must be members of the school’s community.

- All team members must either have children in the building, be employed in the building, or be a student in the building, except in the case of the Business/Commercial member on the high school team.

The selection of Building Team Members will include the following:

- | | |
|-----------------------------|--|
| • Principal | Mandated |
| • Teachers | West Islip Teachers' Association |
| • Non-teaching | Paraprofessional/Nurse – West Islip Teachers' Association
Custodial/Food Service ~ Teamsters Local 237 Operations
Clerical ~ Teamsters Local 237 |
| • PTA Member | Parent Teacher Association |
| • Randomly selected parents | Chosen through building lottery with applications sent to the building principals |
| • Students | One student chosen from the student government and one selected randomly. <i>{Only one student may be a senior. At the middle school level, a student may be selected at the discretion of the Building Team.}</i> |

Building Teams shall meet at least monthly, or more frequently as determined by each team. There will be an annual delegate conference to be held in June of each year. Minutes are required at each building meeting. Each Building Team will submit an annual report each June to the District Compact Team. An instrument of evaluation shall accompany all initiatives. At least one member of each Building Team shall attend the semi-annual delegate conference to share ideas and make recommendations. Building Teams are encouraged to share ideas and communicate on an ongoing basis with the District Compact Team. Each Building Team will choose its Chairperson and Recording Secretary.

MEANS AND STANDARDS TO EVALUATE STUDENT ACHIEVEMENT

Exit Outcomes: The measurable/observable results attained from the process of Outcomes Based Education i.e., what students must know, be like, and do in order to achieve success as adults. The means of evaluation should be focused on the outcomes desired. Expected student outcomes are based on our West Islip Profile of a Graduate, which identifies the skills, knowledge, habits and attitudes that our students need to be successful in life after school.



Means: Potential means to assess student achievement may include, but not be limited to the following:

- student attendance
- teacher made examinations
- alternative authentic assessment
- post high school education statistics
- employment rate
- district standards of excellence
- final course results
- standardized and state test scores
- percentage of students retained
- participation in co-curricular activities
- dropout rate
- achieving mastery

Note: The Comprehensive Assessment Report will be used as a reference for the above where appropriate.

Specific benchmarks for standards of excellence will be developed by building committees and reviewed by the District committee. The District committee will develop more general benchmarks to ensure uniformity of District Goals. All stakeholders must have ownership of the outcomes of education at the school district level.

Standardized multiple choice tests should not be used as the only means for evaluating improvement in student achievement. Standardized tests that are criterion-referenced to curriculum content {i.e., department final exams and Regents exams} are preferable to standardized tests that are not connected to curriculum and instruction. Authentic, performance-based assessment are connected to instruction, intrinsically motivating and foster understanding and analysis. Wherever possible, student achievement should be evaluated by authentic performance-based assessments.

All evaluation should be accompanied by the understanding that fundamental change will take time and requires constant support and input of all stakeholders.

ACCOUNTABILITY

The most important goal of all Building Teams is the improvement of student achievement. All members of the committee are therefore accountable for developing plans to improve student achievement that include identified expected outcomes; provide for assessment practices; make any necessary revisions; and report the results to their constituents. Each team shall report its results to the District Compact Team.

Similarly, all other decisions relating to issues other than student achievement must be assessed, revised as needed, and communicated.

Each stakeholder group selects its own representatives to the Building Teams. Each stakeholder group is responsible for establishing procedures for holding its representatives accountable, and for their removal, if deemed necessary. Representatives shall make every effort to keep their stakeholders informed and to seek support for decisions reached by consensus of the committee.

Representatives to shared decision-making committees demonstrate their stakeholder group's accountability to the committee through the commitment and seriousness of purpose that they bring to the functioning of the committee {i.e., attendance at meetings, open and honest participation, and creative problem solving}.

Representatives to shared decision-making committees demonstrate their stakeholder group's accountability to the plan by their commitment to the plan's common set of goals and objectives, and sincere commitment to implement specific decisions made.

CONFLICT RESOLUTION

All decisions will be arrived at by consensus. When a Building Team reaches a point at which it cannot reach consensus on an issue, the School Superintendent shall be notified. The Superintendent shall appoint a district team member(s) as a (the) mediator(s) and the entire District Compact Team shall be notified.

SPECIFIC CHARGE PURSUANT TO FEDERAL REGULATORY AUTHORITY

The District will comply with all the Federal and State requirements for parental involvement. The coordination of activities for parental involvement in decision-making and planning of programs with State and Federal funds including, but not limited to, Title 1, Special Education, will be carried out as follows, and all other State or Federal programs that require parental involvement or may in the future.

WHEREAS, the West Islip Union Free School District agrees to approve the following capital improvements projects at the newly renamed Masera Middle School, as presented by the lessee, Eastern Suffolk BOCES: (i) Renovations to the existing Kitchen (\$1,172,158); and (ii) a New Parking Lot (\$973,575). Funding for these projects is to be provided entirely by the Agency, not by the West Islip Union Free School District, and shall include all related Soft Costs (i.e. environmental pre-construction testing, soil analysis, soil borings/geotechnical report, advertising fees, copy fees, Architectural/Engineering design fees, Construction Management fees, etc.) Renovations to the Kitchen shall include, but not be limited to: new mechanical and plumbing equipment, new kitchen cooking/serving equipment, new electrical power, new floor/ceiling/wall finishes, and light general construction. The new Parking Lot shall include, but not be limited to: construction of a new (71) stall parking lot located at the front of the school adjacent to Udall Road and inclusive of new asphalt paving, new concrete curbs, new drainage, new signage, new site lighting, and new fencing.

**STATE ENVIRONMENTAL QUALITY REVIEW ACT
NEGATIVE DECLARATION
NOTICE OF DETERMINATION OF NON-SIGNIFICANCE
PROPOSED SITE IMPROVEMENTS AND CONSTRUCTION PROJECT
MASERA LEARNING CENTER**

Date: May 20, 2024

This notice is issued pursuant to Article 8 of the Environmental Conservation Law (State Environmental Quality Review Act) and the implementing regulations therefor at 6 NYCRR Part 617. The West Islip Union Free School District (hereinafter referred to as the "District"), as lead agency, has determined, based upon review of the Unlisted SEQRA Review prepared by J.C. Broderick & Associates, Inc. (JCB), on behalf of the District, that the proposed action described below will not have a significant effect on the environment, and pursuant to 6 NYCRR 617.9(a)(S)(i), as such, an Environmental Impact Statement ("EIS") will not be prepared.

Name of Action: Proposed Construction of a New 27,000 sf Parking Lot

SEQRA Status: Unlisted

Conditioned Negative Declaration: No

Description of Action: The proposed site improvement project includes the construction of a new 27,000 sf parking lot located on the east side of the existing building. The site improvement also includes curbs and sidewalks, asphalt driveway and parking, drainage, and landscaping.

Project Location: Masera Learning Center
650 Udall Road
West Islip, New York 11795

Reasons Supporting this Determination:

In accordance with the State Environmental Quality Review Act ("SEQRA") and its implementing regulations at 6 NYCRR Part 617, the District has determined that this project is an Unlisted Action. A coordinated review was not conducted.

Pursuant to 6 NYCRR §617.6(a)(3), a short EAF has been prepared for treatment by the lead agency as an Environmental Assessment Form for the purpose of determining significance. Based upon the information contained in the short EAF, the District, as lead agency, and after due deliberation, review, and analysis of the short EAF, and the criteria set forth in 6 NYCRR §617.7, determines that the proposed action will not result in significant adverse impacts to the environment. This determination is supported by the following:

Soils and Topography

It is expected that the proposed site improvements and construction of the new parking lot would involve the removal of approximately 1000 cubic yards of material and the disturbance of most of the 0.63±-acre

**State Environmental Quality Review Act
Negative Declaration
Notice of Determination of Non-Significance
West Islip Union Free School District
Proposed Construction of a new 27,000 sf Parking Lot**

construction site. Prior to any construction, specific erosion and sediment control measures would be implemented. Included would be the strategic placement of silt fences and hay bales to prevent overland runoff, stockpile protection, installation of storm drain silt control measures, use of a stabilized construction entrance, phasing of development activities to limit the total area of land disturbed at any one time, and installation of foundations, pavement and/or landscaping as soon as possible after soil disturbance, to effectively limit the extent of soil exposure. Additionally, the installation of drywells and regrading activities would control and direct the routes of stormwater on-site to minimize the impacts associated with overland flow. However, the site is relatively flat throughout, such that high runoff velocities are not expected to contribute to an increased potential for erosion during periods of soil disturbance.

The Masera Learning Center site is relatively flat. No significant grading activities are proposed in connection with any of the proposed improvements, such that the existing grade of the site will remain beyond implementation of the proposed action.

Overall, therefore, the proposed improvement project at the Masera Learning Center site would not result in any substantial increase in the potential for erosion or sedimentation, and thus, no significant adverse impacts associated with same would be expected.

Water Resources

With respect to sanitary waste, the quantity of sanitary waste generated at the Masera Learning Center site is currently directed to the municipal sanitary system. As such, no significant adverse impacts associated with sanitary waste are expected.

The demand for potable water at the Masera Learning Center site is not expected to change as the parking lot is not expected to increase the amount of building staff and or visitors. As a result, there would be no significant adverse impacts to potable water supplies.

As a result of the proposed action, the total area of impervious surfaces at the site would increase by 0.63± acres increasing the total volume of stormwater runoff generated at the site. The parking lot stormwater will be collected using drywells and leaching pools. As all stormwaters would be accommodated on-site, and appropriate methods would be used to ensure adequate stormwater filtration back to the groundwater table, no significant adverse impacts associated with stormwater runoff and drainage would be expected.

Based on the aforementioned erosion and sediment control measures to be implemented during construction (e.g., strategic placement of silt fences and hay bales to prevent overland runoff, stockpile protection, installation of storm drain silt control measures, use of a stabilized construction entrance, etc.), no significant adverse impacts associated with stormwater runoff would be expected during construction activity.

Overall, therefore, the proposed improvement project at the Masera Learning Center site would not result in significant adverse impacts to the ground or surface water quality or quantity, flooding, leaching or drainage problems.

**State Environmental Quality Review Act
Negative Declaration
Notice of Determination of Non-Significance
West Islip Union Free School District
Proposed Construction of a new 27,000 sf Parking Lot**

Land Use and Community Character

Upon implementation of the proposed action, the Masera Learning Center site will operate a new 27,000 sf parking lot supplying available spaces to park automobiles for the building staff and visitors.

The total area of impervious surfaces at the Masera Learning Center site would increase by 0.63± acres as a result of the proposed action.

The proposed action includes the construction of a new 27,000 sf parking lot on the east side of the building. The new parking lot facility will replace an existing grass area and providing same or similar benefits beyond implementation of the proposed action as under existing conditions such that no related significant adverse land use impacts are anticipated.

Overall, therefore, the proposed project at the Masera Learning Center site would not result in a substantial change in the use, or in its capacity to support existing uses, or an impairment of the character or quality of existing community or neighborhood character. Thus, there would be no significant adverse land use impacts or impacts upon community character.

Transportation

As a result of the implementation of the proposed action, the number of vehicular trips is not expected to increase significantly as a result of the new parking lot as compared with existing conditions.

Overall, based on the above, the proposed action is not expected to result in substantial adverse changes in existing traffic levels. Thus, there would be no significant adverse transportation impacts.

Aesthetics

The proposed action will convert an existing grass area into a new 27,000 sf parking lot. Although this will change the visual aesthetics of the area, it is consistent with other areas within the site and neighborhood. Therefore, the visual aesthetics of the site will not be significantly impacted.

The proposed improvements include the construction of the new 27,000 sf parking lot. The parking lot will be designed to minimize traffic in residential neighborhoods and public roadways. No new significant adverse impacts are expected.

Overall, therefore, the proposed project at the Masera Learning Center site would not result in significant adverse impacts to the character or quality of aesthetic resources.

Cultural Resources

The subject property does not contain, nor do they lie adjacent to, any resources listed on the State or National Registers of Historic Places. All proposed improvements would occur within existing disturbed

**State Environmental Quality Review Act
Negative Declaration
Notice of Determination of Non-Significance
West Islip Union Free School District
Proposed Construction of a new 27,000 sf Parking Lot**

areas. Therefore, no significant adverse impacts upon known historic or cultural resources would be expected to result from implementation of the proposed action.

Use and Conservation of Energy

While the demand for electricity is not expected to incrementally increase, the proposed new parking lot will be designed in accordance with the current, more energy-efficient fixtures and building codes.

Based on the above, the proposed action will not result in a major change in the quantity or type of energy used, and there would be no significant adverse energy impacts.

Soil Waste Management

The maintenance and operation of a new parking lot is not expected to increase the quantity of solid waste generated. Best practices are expected to be followed regarding recycling and solid waste management; therefore, the proposed project is not expected to generate a significant quantity of solid waste.

Other Criteria Set Forth in 6 NYCRR §617.7

1. The potential air quality impacts associated with the proposed action would be associated with emissions from vehicles and fugitive dust during grading and construction activities. To mitigate the potential air quality impacts, proper practices would be employed, including the prohibition of continuous vehicle idling and having a water truck on-site to wet soils during dry periods (to control dust). It is noted that there are no projected significant adverse traffic impacts associated with vehicular trips to or from the site, and thus, no significant traffic delays (or vehicle idling) are expected to result from implementation of the proposed project. Overall, no significant adverse impacts to air quality are expected.
2. Construction activities would not take place during sensitive overnight hours, and thus, no significant adverse noise impacts will result from same. Upon completion of the proposed projects, the noise environment of the subject sites would be similar to the existing condition. As such, the proposed action would not result in significant adverse noise impacts.
3. None of the subject properties are located within a Critical Environmental Area ("CEA"), and thus, the environmental characteristics of a CEA would not be impaired by the implementation of the proposed action.
4. Implementation of the proposed action will not create a material conflict with a community's current plans or goals as officially approved or adopted.
5. The proposed action will not result in the creation of a hazard to human health.

**State Environmental Quality Review Act
Negative Declaration
Notice of Determination of Non-Significance
West Islip Union Free School District
Proposed Construction of a new 27,000 sf Parking Lot**

6. Implementation of the proposed action would not result in a change in the use of the subject property, as the existing use as a learning center would remain. No agricultural, open space or recreational resources would be affected by the proposed project. Furthermore, the proposed action will not substantially change the use of land, including agricultural, open space or recreational resources, or its capacity to support existing uses.
7. The proposed action will not encourage or attract a large number of people to the subject site compared to the number of people who would come to the subject site absent the action.
8. The proposed action will not create a material demand for other actions that would result in one of the above consequences.
9. Implementation of the proposed action will not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a significant adverse impact on the environment.
10. Implementation of the proposed action will not result in cumulative impacts that would meet any of the criteria set forth in the 6 NYCRR §617.7.

For Further Information:

Contact Person: Mr. James Bosse

Address: West Islip Union Free School District
100 Sherman Avenue
West Islip, New York 11795

Telephone Number: 631-893-3217



USN Details


10305.001284: Building - Not Eligible
MASERA LEARNING CENTER, 1955
650 UDALL RD, ISLIP NY

Close

- Overview
- Inventory Data
- NR Status (0)
- MCDs (1)
- Children (0)
- Determinations (0)
- Photos (0)
- Atts. (0)
- Agmts. (0)
- Projects (0)
- Surveys

Type: Building
 Classification: Building
 Parent USN:
 Is Contributing:
 Is Demolished:
 Is in a Certified District:
 Is a National Historic Landmark:
 Is State Board Approved:
 Is State Register Listed:

No Photo Available



Eligibility: Not Eligible

Notes:

County	MCD
Suffolk	ISLIP (Town)



Initial Submission Accepted

The New York State Historic Preservation Office (SHPO) has accepted the following initial submission and created a new project record.

Initial Submission Token: 3K787S1D38GJ

New Project Number: 24PR04335

Project Type: Consultation

Project Name: Eastern Suffolk BOCES, Masera Learning Center

New Submission Number: 24PR04335.001

If you contact SHPO about this project, please reference the Project Number.

New York State Historic Preservation Office

Peebles Island State Park, P.O. Box 189, Waterford, NY 12188-0189

518-237-8643 | <https://parks.ny.gov/shpo>

CRIS: <https://cris.parks.ny.gov>

Are you registered to vote? [Register to vote online today](#). Moved recently? Update your information with the NYS Board of Elections. Not sure if you're registered to vote? [Search your voter registration status](#).

Who sent this email?

This email is a notification from the [New York State Cultural Resource Information System \(CRIS\)](#). CRIS is an online service administered by the [New York State Division for Historic Preservation](#), also known as the New York State Historic Preservation Office (SHPO), which is a division of [New York State Parks, Recreation & Historic Preservation](#).

This message pertains to a submission for a consultation project. Please see SHPO's [Environmental Review](#) web page for more information about the consultation process.

Why did I receive this email?

The submission's contact list included your email address.

What do I need to do?

You do not need to take any action at this time. The initial submission is now under SHPO review as project submission 24PR04335.001.

What will happen next?

SHPO will review the submission. If SHPO sends comments or questions in response to this submission, the project contacts will receive an email notification with a link to SHPO's correspondence.

What else can I do?

Please see the following help topics for more information about managing projects in CRIS:

- [How do I check the review status of my project?](#)
- [How long does SHPO take to review projects?](#)
- [Submit New Information for an Existing Project](#)

Where can I get help?

Please visit the CRIS Online Help System: <https://cris.parks.ny.gov/CRISHelp>

If you still have questions about CRIS, please contact CRIS Help at CRISHelp@parks.ny.gov.

For any other questions, please call SHPO at 518-237-8643.



**New York State
Parks, Recreation and
Historic Preservation**

KATHY HOCHUL
Governor

RANDY SIMONS
Commissioner Pro Tempore

May 21, 2024

Steven Muller
Director
J.C. Broderick & Associates, Inc.
1775 Expressway Drive North
Hauppauge, NY 11788

Re: SED
West Islip Union Free School District
BOCES, Masera Learning Center 650 Udall Rd,
West Islip, NY 11795 24PR04335

Dear Steven Muller:

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project.

Based upon this review, it is the opinion of OPRHP that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above. If you have any questions, please contact Virginia Bartos at the following email address:

Virginia.Bartos@parks.ny.gov

Sincerely,

R. Daniel Mackay

Deputy Commissioner for Historic Preservation
Division for Historic Preservation

J.C. Broderick & Associates, Inc.

Environmental/Construction Consulting & Testing



1775 Expressway Drive North
Hauppauge, NY 11788
631.584.5492
Fax: 631.584.3395
www.jcbroderick.com

June 14, 2024

Mr. James Bosse
West Islip Union Free School District
100 Sherman Avenue
West Islip, New York 11795

Re: SEQRA Review and Determination for Renovations of the Kitchen and New Parking Lot at:

**Site: Masera Learning Center
650 Udall Road
West Islip, New York 11795**

JCB#: 24-58179

Dear Mr. Bosse:

J.C. Broderick & Associates, Inc. (JCB) performed a New York State Environmental Quality Review Act (SEQRA) review of the proposed scope of work, which was provided to JCB by BBS architects, Landscape Architects and Engineer, P.C. and includes a complete renovation of the kitchen and construction of a new 27,000 sf parking lot at the Masera Learning Center (hereinafter referred to as the "Project"). It is our opinion that the scope of work is categorized as an Unlisted Action under 6 NYCRR Part 617 (State Environmental Quality Review). Attached please find the Short Environmental Assessment Forms for Unlisted Actions for the Masera Learning Center which concluded that based upon the information and analysis performed, the proposed actions WILL NOT result in any significant adverse environmental impacts under Environmental Conservation Law, Article 8.

The New York State Parks, Recreation and Historic Preservation Law, Section 14.09, requires State agencies to consult with the commissioner if it appears that any project which is being planned may or will cause any change, beneficial or adverse, in the quality of any historic, architectural, archeological or cultural property that is listed on the National Register of Historic Places or property listed on the State Register of Historic Places or that is determined by the commissioner to be eligible for listing on the State Register of Historic Places. It requires State agencies, to the fullest extent practicable, consistent with other provisions of the law, to avoid or mitigate adverse impacts to such properties, to fully explore all feasible and prudent alternatives and to give due consideration to feasible and prudent plans which would avoid or mitigate adverse impacts to such property.

The New York State Office of Parks, Recreation and Historic Preservation (OPRHP) and the New York State Education Department (SED) have signed a Letter of Resolution (Designation of Exemptions) in a memorandum of understanding (SED MOU #023-024) for the purpose of expediting the review of projects in accordance with Article 14; Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law. The Letter of Resolution allows a school district or public library's licensed professional to determine if a scope of work will have an impact on the character of historic resources based upon previous submissions or the age and design of the building. The Letter of Resolution also lists specific project scope of works in Attachment 1 of the MOU that were commonly submitted to OPRHP that are now considered exempt from the review.

The following is a summary of the status associated with the above referenced Projects.

June 14, 2024

Mr. James Bosse

West Islip Union Free School District

SEQRA Review and Determination for Renovations of the Kitchen and Construction of a New Parking Lot at:

Masera Learning Center

650 Udall Rd., West Islip, NY 11795

JCB#: 24-58179

- Masera Learning Center - This building is greater than 50 years old; however, has been previously determined to be "Not Eligible" for inclusion in the State or National Register of Historic Places. The SED MOU states, "Buildings or structures over 50 years of age or older that have been previously evaluated by OPRHP and found to not meet the criteria for inclusion in the State and National Register (S/NR) are exempt from further review."

- Complete renovation of the existing kitchen.

The SED Letter of Resolution states "where the project involves site work or any other activity that will lead to ground disturbance, those portions of the project shall be submitted for OPRHP's review of possible impacts to archeological resources." As such the following proposed scope of work was submitted to OPRHP for review.

- Constructing a new 27,575.49 sf parking lot.

Final response and approval have not been received on the OPRHP submission for the construction of the new 27,000 sf parking lot. It will be forwarded upon receipt to be kept in the project file and for SEDs review. Based upon previous reviews, unless their response indicates otherwise, the proposed action is not expected to adversely impact the agricultural, archaeological, historic, or other natural/cultural resources.

Attached to this letter, please find the Short Environmental Assessment Forms, relevant Cultural Resource Information System's documentation of "Not Eligible" status for the above school, as applicable. Also attached, please find the OPRHP Project Review Exemption Forms identified above, which must be signed by the District's architect.

If you have any questions, please do not hesitate to contact me.

Sincerely,

J.C. Broderick & Associates, Inc.



Steven Müller, P.G.

Director, Subsurface Division

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

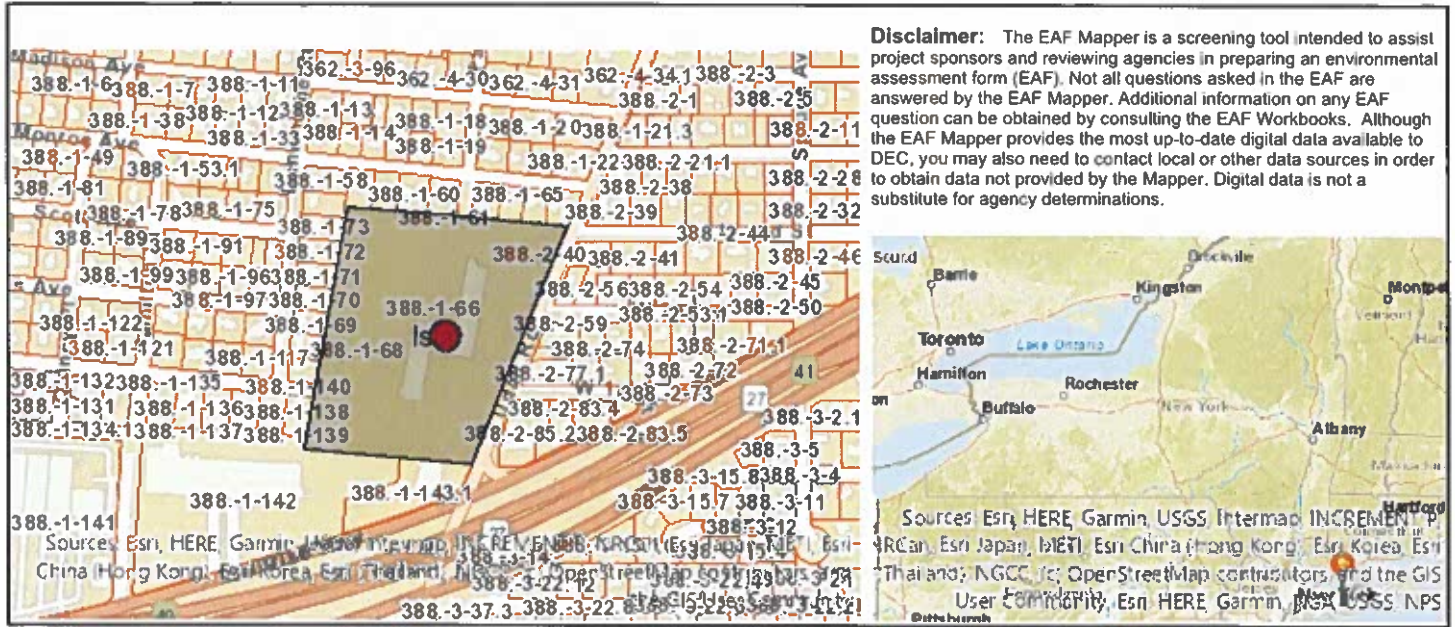
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Masera Learning Center - Site Improvement Project			
Project Location (describe, and attach a location map): 650 Udall Road, West Islip, New York 11795			
Brief Description of Proposed Action: Renovation of the kitchen and construction of a new 27,575.49 sf parking lot.			
Name of Applicant or Sponsor: West Islip Union Free School District		Telephone: 631-893-3217	
		E-Mail: J.Bosse@wi.k12.ny.us	
Address: 100 Sherman Avenue			
City/PO: West Islip		State: New York	Zip Code: 11795
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYS School Education Department			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		10.97 acres	
b. Total acreage to be physically disturbed?		0.63 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		10.97 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

EAF Mapper Summary Report



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

**STATE ENVIRONMENTAL QUALITY REVIEW ACT
SEQRA RESOLUTION
NOTICE OF DETERMINATION OF NON-SIGNIFICANCE
PROPOSED SITE IMPROVEMENTS AND CONSTRUCTION PROJECT
MASERA LEARNING CENTER**

WHEREAS, the West Islip Union Free School District Board desires to embark upon the following improvements at the Masera Learning Center as set forth herein and as listed in the working budget: (1) construction of a new 27,000 sf parking lot including curbs, sidewalks, site lighting, drainage, and landscaping (hereinafter collectively referred to as the "Project"); and

WHEREAS, said capital improvements are subject to classification under the State Environmental Quality Review Act (SEQRA); and

WHEREAS, construction of a new 27,000 sf parking lot is not classified as a Type I Action or Type II Action as determined under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.4 and 617.5); and

WHEREAS, for Unlisted Actions the lead agency making a determination of significance must: (1) consider the action as defined in Sections 617.2(b) and 617.3(g); (2) review the EAF, the criteria contained in Section 617.7(c) and any other supporting information to identify the relevant areas of environmental concern; (3) thoroughly analyze the identified relevant areas of environmental concern to determine if the action may have a significant adverse impact on the environment; and (4) set forth its determination of significance in a written form containing a reasoned elaboration and providing reference to any supporting documentation; and

WHEREAS, the Board, as the only involved agency, has examined all information related to the capital improvement project and has determined that the Project is classified as an Unlisted Action and determined pursuant to Section 617.7(c) of the SEQR Regulations that the Project will have no significant adverse impact on the environment; and

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby declares itself lead agency in connection with the requirements of the State Environmental Quality Review Act; and

BE IT FURTHER RESOLVED, that the Board hereby declares that the Project is an Unlisted Action, with a Negative Declaration which require no further review under SEQR; and

BE IT FURTHER RESOLVED, that the Board hereby shall forward an official copy of this Resolution to the New York State Education Department together with a copy of the correspondence from the New York State Office of Parks, Recreation and Historic Preservation in connection with its request for approval of the listed Project from the New York State Education Department

CULLEN & DANOWSKI, LLP
CERTIFIED PUBLIC ACCOUNTANTS

July 1, 2024

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

Dear Members of the Board of Education and Audit Committee:

We are pleased to confirm our understanding of the nature and limitations of the internal audit services we are to provide for the West Islip Union Free School District (District) for the year ending June 30, 2025. We will provide internal audit services for the District as follows:

Risk Assessment

We will perform a risk assessment of the District's business operations for the year ending June 30, 2025. Our risk assessment will be conducted in accordance with auditing standards generally accepted in the United States of America and the applicable standards contained in *Government Auditing Standards* issued by the Comptroller General of the United States, or the *International Standards for the Professional Practice of Internal Audit* issued by the Institute for Internal Auditors. We will also consider the guidelines promulgated by the New York State Education Department, as applicable.

Our risk assessment will include identification of the District's audit areas together with its policies and procedures, the internal controls currently in effect, as well as those that might otherwise be required or recommended. We will also follow up on open recommendations from prior reports.

We plan to begin our procedures during August 2024, and unless unforeseeable problems are encountered, the engagement should be completed by November 30, 2024.

Report

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

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

Fee

Our fee for the risk assessment and report thereon will be \$10,000. This fee is based on our proposal dated March 3, 2020.

Detailed Testing and Assessment of Selected System(s)

The detailed testing and assessment of selected systems is variable and dependent upon the results of the risk assessment that we will perform in the initial phase of our engagement. The results of the risk assessment will be discussed and reviewed with the Audit Committee to arrive at a consensus as to the higher-risk areas that should be subject to detailed testing and further risk assessment procedures. We will determine the extent and timing of these procedures in consultation with the Audit Committee. Thereafter, we will prepare a separate engagement letter related to the detailed testing engagement that will include the scope of work (i.e., procedures) and fee for our services.

Report

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

Fee

We will come to an agreement of an estimated fee with the Audit Committee prior to commencement of the work. Based upon its review of the risk assessment report, the Audit Committee will be responsible for the selection of areas to be included in the audit plan. This fee will be based on our proposal dated March 3, 2020, and will be based upon the estimated time and the following hourly rate schedule (in effect through June 30, 2025):

Partner	\$ 230
Director of Internal Audits	185
Principal/Manager	185
Supervisor	170
Senior	155
Staff	130

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

Our invoices will be rendered as work progresses based on hours of work completed and are payable on presentation. If for any reason we are unable to complete the engagement, we will not issue a report as a result of this engagement.

If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge, in writing, their responsibility for the sufficiency of the procedures.

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

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

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

Very truly yours,

Cullen & Danowski, LLP

For the Firm:



Jennifer A. Ditta, CPA
Partner

RESPONSE:

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

By: _____

Signature: _____

Title: _____

Date: _____

**Board of Cooperative Educational Services
First Supervisory District of Suffolk County**

Multi-Year Service Agreement

District: West Islip Union Free School District

Project Number and Name: WI-49-030724-2024-2028// Instructional Computers

Co-Ser Number and Name: 514.G001 – Multi-Year Financed Projects
4 Years

Term: *Effective Date:* Upon execution by both parties *End Date:* February 28, 2029 (six months after last estimated payment)

Type of Project: Financed Project Non Financed Project

1.

This Multi-year Service Agreement ("Service Agreement") is entered into by and between the Board of Cooperative Educational Services, First Supervisory District of Suffolk County (hereinafter referred to as "BOCES") and the School District noted above (hereinafter referred to as the "District").

WHEREAS, BOCES responds to program requests and initiatives from participating school districts and the New York State Education Department ("SED") and determines needs that would be most efficiently and cost effectively met on a regional, cooperative basis; and

WHEREAS, the District has requested the items identified in Project Proposal *Exhibit A* ("Items") and the services identified in Project Proposal *Exhibit A* ("Services") and BOCES elects to lease the Items and provide the Services to the District;

NOW, THEREFORE, BOCES AND the DISTRICT agree as follows:

2. **Definitions** - As used in this Service Agreement, the following definitions shall apply:
- a. **"Acceptance Period"** shall mean a 30 day time-period following BOCES' delivery of Items to the District. During such time period, the District shall either accept or reject responsibility for the Items
 - b. **"BOCES Approved Software List"** shall mean a current list of software applications that are available for District use and supported by BOCES. The Approved Software List may be requested from BOCES Regional Information Center. Districts may request a software application be added to the Approved Software List by completing and submitting a request form, a copy of which is available upon request to BOCES Regional Information Center
 - c. **"Cooperative Service Agreement ("Co-Ser")"** shall mean an approved cooperative agreement of a shared service between a BOCES and two or more Districts.

- d. **“Estimated Cost/Payment Schedule”** shall mean a summary of the estimated annual costs and schedule of payments for the Project (Items and/or Services) in accordance with the Service Agreement and is attached hereto as *Exhibit B*.
- e. **“Final Payment Schedule”** shall mean a detailed listing of the total annual costs of the Project that is prepared by BOCES upon completion of all Project purchases. This Schedule may be used by the District to assist with annual budgeting for the Project.
- f. **“Financed Project”** shall mean the Project through which BOCES obtains financing to purchase Items (hardware/software), and leases the Items (hardware/software) to the District for a stated term. The Projects are financed through the BOCES’ awarded financing company. All financed Projects require SED approval.
- g. **“Inventory List”** shall mean a form provided by BOCES to the District and attached hereto as *Exhibit C*. The District shall be required to complete such form and return it to BOCES in accordance with Section 8 below.
- h. **“Items”** shall mean products/equipment identified in Exhibit A to be provided by BOCES to a District
- i. **“Non-Financed Project”** shall mean the Project through which BOCES leases to the District for a stated term.
- j. **“Project”** shall mean a project that provides for (i) BOCES’ acquisition of Items (hardware/software) through a NYS Contract or other authorized purchasing vehicle, (ii) annual installment payments made by the District and (iii) subsequent provision of Items and Services (if applicable) to the District pursuant to this Service Agreement.
- k. **“Project Change Order”** shall mean a document that is prepared by BOCES after SED approval and then presented to the District to update the terms of the original Service Agreement to reflect current technology standards and prices. Any needed Item substitutions, adjusted prices, additions, and/or deletions shall be made prior to the creation of purchase orders. The Project Change Order shall require a written authorization of acceptance from the District. Project Change Orders shall not alter the Project Proposal Exhibit A in any way that may be deemed to be substantive. BOCES shall determine the substantive nature of such change in its sole discretion.
- l. **“Project Proposal”** shall mean a document prepared by BOCES listing Items and/or Services to be provided by BOCES to a District and attached hereto as *Exhibit A*. Upon signature by authorized parties of District, the Project Proposal shall become finalized as the Project or Financed Project as appropriate pursuant to this Service Agreement.
- m. **“Service Agreement”** shall mean this agreement, any attached exhibits or schedules and any amendments to this Service Agreement, which are in writing and signed by both parties.
- n. **“Services”** shall mean services to be provided by BOCES to a District and identified on *Exhibit A* (if any).

3. BOCES’ Responsibilities

- a. BOCES will work with the District to ensure that the Project or the Financed Project as applicable, is consistent with regional standards adopted in the annual Chapter 793 process.
- b. In accordance with this Service Agreement, BOCES will acquire, install (if applicable), and maintain (if applicable) all Items (hardware and software) on the District’s behalf as noted in *Exhibit A*. BOCES shall retain ownership of all such Items (hardware and software) and such maintenance shall only be provided by BOCES.
- c. Where applicable, BOCES may provide operating system management, network management, and/or application software management (“Management”) to the District, however, such Management may only be provided pursuant to the District’s participation in and adherence to the Co-Ser.

- d. Upon expiration of this Service Agreement, BOCES will coordinate removal of Items with the District in accordance with *Exhibit D*, "Item Removal Procedure".
- e. In accordance with Co-Ser requirements and SED guidelines, BOCES will file for aid eligibility on behalf of the District.
- f. For Financed Projects, BOCES will provide a final payment schedule to the District.
- g. BOCES will make reasonable efforts to secure timely delivery of Items on the District's behalf and will keep the District informed of delays. BOCES is not responsible for delays in delivery and installation due to events beyond its control, including, but not limited to, changes in New York State Office of General Services contracts, failure of any vendors to stock or procure contracted materials, or shipping delays.

4. District Responsibilities

- a. During the Acceptance Period, The District shall either (i) inform BOCES that it has accepted responsibility for the delivered Items pursuant to this Service Agreement or (ii) inform BOCES that it has rejected responsibility for the delivered Items due to a problem with the Items such as damaged/defective Items, incorrect quantity of Items; etc. Such acceptance or rejection shall be in writing to BOCES in accordance with Section 14 below.
- b. In the event the District does not notify BOCES of acceptance or rejection of the Items within the Acceptance Period, the Items, at the end of the Acceptance Period and upon receipt by BOCES of proof of delivery to the District, will be considered accepted and the District agrees to accept responsibility for the cost of the delivered Items.
- c. The District shall be responsible for making all payments in accordance with this Service Agreement.
- d. Only software from the BOCES Approved Software List shall be made available and/or installed on BOCES owned networks/hardware. In the event the District wishes to add software to the BOCES Approved Software List during the time that District is in possession of the Items, District shall submit such request to BOCES Regional Information Center and approval shall not be unreasonably withheld or delayed.
- e. The District will provide a contact person to work with BOCES on all issues related to implementation and management of this Service Agreement as well as on-going support.
- f. The District will control all local user access lists, and other local network administrative functions during such time that the District is in possession of the Items.
- g. The District shall be responsible for complying with BOCES current written standards regarding backup of all data during such time that the District is in possession of the Items. BOCES current written standards may be requested from BOCES Regional Information Center.
- h. The District assumes full responsibility for the care, custody, and control of the Items upon delivery and during the time the District is in possession of the Items. The District shall insure these Items at the value listed in *Exhibit A* pursuant to *Exhibit E* "Insurance Coverage Options" which the District shall complete naming BOCES, and the financing company if applicable, as additional insureds for the term of this Service Agreement. In the event the District chooses Option 1 of *Exhibit E*, the District shall provide to BOCES an insurance endorsement as evidence of the required coverage annually.
- i. During the time the District is in possession of the Items, the District will be responsible for taking appropriate care to prevent loss or damage to Items due to abuse, theft or vandalism.
 - 1. The District shall be responsible for all costs associated with such loss or damage, and shall report such loss or damage to BOCES in the Report of Theft or Vandalism form attached hereto as *Exhibit F*.
 - 2. In the event of such loss or damage, the District will provide replacement value of the Item(s) to BOCES and remit payment to BOCES for the Item(s). Upon

receipt of such payment, BOCES shall provide replacement Items to the District.

- j. The District certifies that the Items provided under this Service Agreement are being used in conjunction with one or more BOCES Co-ser services in a manner consistent with Co-Ser requirements. The District acknowledges that its State Aid eligibility for BOCES Services provided under this Service Agreement may be jeopardized if the District fails to comply with such Co-Ser requirements.
- k. The District will provide adequate electrical service and cabling, consistent with the minimum manufacturer/vendor hardware and/or connectivity specifications. The District will also provide all furniture required for the new Items. If applicable, BOCES shall provide the District with the specifications for such Items and shall make its staff available to the District for consultation with the performance of the requirements in this provision.
- l. The District will assure adequate hardware consistent with the minimum manufacturer/vendor specified configuration required to install and execute software application Items. BOCES shall provide the District with the specifications for such Items and shall make its staff available to the District for consultation with the performance of the requirements in this provision.
- m. In the event the District elects to have hardware equipment Items removed from the District, the District shall (i) erase all hard drives and other storage devices before the Items are returned to BOCES, (ii) attest to erasure by completion of the Hard Drive Erasure Confirmation Form attached as *Exhibit G* and (iii) shall comply with BOCES' "Item Removal Procedure" attached hereto as *Exhibit D*.

5. Cost

Cost quoted in the *Exhibit A* is in effect as of the effective date of the Service Agreement. BOCES will document any subsequent changes in cost for the District in a Project Change Order. As it pertains to decreased costs, the District shall have the option of applying the difference to a future payment in this Service Agreement or increasing the quantity of BOCES provided Items and/or Services. As it pertains to increased costs, the District shall be required to reduce the quantity of BOCES provided Items and/or Services for the difference.

6. Required Approvals

This Service Agreement must be approved by the District's Board of Education, as evidenced by the District's Superintendent and District's Board of Education President's signatures, in addition to the signature of the BOCES Chief Operating Officer and BOCES Board President. The BOCES District Clerk's signature is also required on the Resolution Authorizing and Approving Agreement attached hereto as *Exhibit H*. After approval by both the District and BOCES, non-financed Items and/or Services may be ordered. As it pertains to financed items, an additional approval is required by the SED; such approval shall be obtained by BOCES' Board. Upon receipt of all required approvals, and bank closing, financed Items shall be ordered by BOCES.

7. Ownership of Items

Items provided under this Service Agreement shall remain the property of BOCES.

8. Inventory Requirement

- a. Within 30 days of receipt of Items by District, the District shall be required to complete the Inventory List attached hereto as *Exhibit C* and return it to BOCES. Each year thereafter within 30 days of the anniversary of the Effective Date, the District shall complete the Inventory List and the Annual Verification of Item Inventory Form attached hereto as *Exhibit I* and return both forms to BOCES. The District shall be responsible for obtaining all serial numbers for procured Items. As applicable, BOCES shall make reasonable efforts to assist in this process.

- b. Upon determination by the parties that the Items have become obsolete, the District shall follow the Item Removal Procedure attached hereto as *Exhibit D*.

9. Rules and Regulations

It is understood and agreed that while on school grounds, BOCES, its employees and/or agents shall obey all of the District's rules and regulations and must follow all reasonable directives of the District administrators and employees. The District must provide an up-to-date version of the rules and regulations to BOCES.

10. Assignment

Neither party shall assign, transfer, convey, sublet, pledge, hypothecate, or otherwise dispose of its rights, title, or interests herein, or its power to execute this Service Agreement, to any person or corporation.

11. Titles

The titles of the sections of this Service Agreement are solely for the convenience of the parties and shall not be used as an aid in the interpretation of the terms and conditions thereof.

12. Laws

This Service Agreement shall be governed by the laws of the State of New York. Any claim or action arising under this Service Agreement shall have venue in Suffolk County, New York.

13. Indemnification

- a. The District shall defend, indemnify and hold harmless BOCES from any and all claims or suits brought against BOCES arising without limitation, from any negligent act or omission by the District under this Service Agreement, including but not limited to, payment of any obligation to pay a claim, judgment or other monies, including reasonable attorneys' fees, incurred by BOCES.
- b. BOCES shall defend, indemnify and hold harmless the District from any and all claims or suits brought against the District arising, without limitation, from any negligent act or omission by BOCES under this Service Agreement, including but not limited to, payment of any obligation to pay a claim, judgment or other monies, including reasonable attorneys' fees, incurred by the District.

14. Notice

All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:

District

West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795
Attn: Dr. Patrick Kiley-Rendon

BOCES:

Eastern Suffolk BOCES
201 Sunrise Highway
Patchogue, NY 11772
Attention: Management
Services

Regional Information Center
750 Waverly Avenue
Holtsville, NY 11742
Attention: Darlene Rocas

15. Miscellaneous

This Service Agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions, or covenants between the parties relating to the subject matter of this Service Agreement.

This Service Agreement may only be amended by a writing executed by authorized representatives of both parties.

Should any part of this Service Agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this Service Agreement. Such remaining parts shall remain in full force as if this Service Agreement had been executed with the invalid part eliminated.

The following sections shall survive termination of this Service Agreement: Sections 10, 12 and 13.

By signing this Service Agreement, the District agrees that the Items and/or Services provided under this Service Agreement meet the needs and expectations of the District. The signatures below attest that this Service Agreement is acceptable to both parties.

District: West Islip Union Free School District

By: _____ Date _____ By: _____ Date _____
Superintendent Board of Education President

BOCES

By: _____ Date _____ By: _____ Date _____
Chief Operating Officer Board President

- Attachments:
- Exhibit A Project Proposal*
 - Exhibit B Estimated Cost/Payment Schedule*
 - Exhibit C Inventory List*
 - Exhibit D Item Removal Procedure*
 - Exhibit E Insurance Coverage Options*
 - Exhibit F Report of Theft or Vandalism Form*
 - Exhibit G Hard Drive Erasure Confirmation Form*
 - Exhibit H Resolution Authorizing and Approving Agreement*
 - Exhibit I Annual Verification of Item Inventory Form*



Instructional Financed Multi-Year Proposal

Project# WI-49-030724-2024-2028 // Instructional Computers

West Islip Union Free School District

Project Description
 West Islip Union Free School District, a participant in Model Schools, is requesting a multi-year financed acquisition of instructional technology to be used in classrooms across the district.

CMR# TAS - 331 LY CoSer 514 G001

District		BOCES	
Name:	Dr. Patrick KileyRendon	Name	Diane Day
Number:	631-930-1580	Number	631-244-4212
email:	p.kileyrendon@wi.k12.ny.us	email	dday@esboces.org

**Hardware
 (Financed)
 514.110**

Item	Est. Price	Est. Qty.	Est. Cost
Contract: ESBOCES Bid 23-26-1122			
1 Acer Chromebook Spin 511 R756T 11.6 " Intel N-Series, N100, 4GB RAM, Mfg. Part # NX.KEAAA.001	\$383.84	615	\$236,061.60
2 Acer Chromebook Tab 510 10.1" Qualcomm Snapdragon, Mfg. Part NX.KA6AA.001	\$365.19	280	\$102,253.20
3 Acer D652N Protective Case for Chromebooks, Mfg. Part # ZL.Z01AA.00L	\$37.19	280	\$10,413.20
Contract: Nassau BOCES Bid 23/24-022			
4 Gumdrop Drop Tech Series-Notebook Shell Case, Mfg. Part # 01C009	\$32.66	615	\$20,085.90

Hardware Total \$368,813.90

**Software
 (Financed)
 514.110**

Item	Est. Price	Est. Qty.	Est. Cost
CONTRACT: ESBOCES Bid 23-26-1122			
5 Google Chrome Education Upgrade - Part# CROS-SW-DIS-EDU-NEW	\$29.60	895	\$26,492.00

Software Total \$26,492.00

Total Hardware and Software to be Financed \$395,305.90

Total Hardware/Software/Services Acquired \$395,305.90



Instructional Financed Multi-Year Proposal

Project# WI-49-030724-2024-2028 // Instructional Computers

West Islip Union Free School District

Model Schools Professional Development (where applicable)

Item	Fee	Model Schools Cost
Professional Development *15% of Hardware/Software Costs	15%	\$59,295.89
<p>*Professional development for all hardware and software acquisitions is coordinated through the Models Schools Program. There is an annual fee to participate in the Model Schools Program, which is additional to this proposal. This program is designed to meet professional development needs for participating teachers with regard to curriculum technology integration and evaluation of instructional technology implementation. The participants are introduced to instructional software by working on authentic learning tasks and engaging in hands-on, active learning within the context of a curricular area. Our professional developers work side by side with teachers during the implementation of their lessons. Using the New York State Learning Standards as a foundation, our professional development team works cooperatively with teachers on integration activities, ideas for sample projects, and professional development models.</p>		

Project Coordination Fees

Item	Total Cost	Fee%	Total Fee
Hardware Project Coordination Fee	\$368,813.90	15%	\$55,322.09
Software/Services Project Coordination Fee	\$26,492.00	10%	\$2,649.20

Total Project Coordination Fees	\$57,971.29
Total Cost	
Hardware/Software/Services Subtotal	\$395,305.90
Project Coordination Fees	\$57,971.29
Professional Development Fees	\$59,295.89

Project Total \$512,573.08

If applicable, should the District elect to have ESBOCES recover the above-acquired equipment upon the end of the equipment's useful life, the District is responsible for erasing and reformatting all hard drives and other storage devices before they are returned to ESBOCES. The District shall also be responsible for equipment maintenance, insurance, and annual inventory reporting while in possession.

FINANCING	
Loan Term:	4 years
Estimated interest rate:	6.50%
Financed Amount:	\$395,305.90
Estimated interest:	\$59,968.33
Est Total Financed Dollars:	\$455,274.23

The above financing information is an estimate based upon current market rates. Actual rates to be established upon date of loan closing. Installation costs not on contract or bid, and annual recurring fees, cannot be financed.

PROJECT TOTAL WITH FINANCING \$572,541.41



Instructional Financed Multi-Year Proposal

Project# WI-49-030724-2024-2028 // Instructional Computers

West Islip Union Free School District

Authorizations

Superintendent
West Islip Union Free School District

DATE

Donna Siegel
Administrative Coordinator for Technology Acquisition Services
Eastern Suffolk BOCES

DATE

Darlene Rocas
RIC Director
Eastern Suffolk BOCES

DATE

Susan Maddi
Director of Administrative Services
Eastern Suffolk BOCES

DATE



Service Agreement Item Removal Procedure

This procedure standardizes the Item removal process for completed multi-year Projects offered through BOCES. BOCES retains ownership of all Items (hardware/software) provided to the District pursuant to the Service Agreement.

At the end of the term of the Service Agreement, the District has two options:

1. The District may continue using any and all Items (hardware and software) as needed. In the event the District chooses this option, the District may request extended maintenance option. BOCES shall provide an extended maintenance option, where available, to the District for approval.
2. The District may request removal of any or all of the Items. In the event of such a request, the District will contact BOCES to coordinate the Item(s) removal as noted below:
 - a. The District will request in writing that BOCES remove some or all of the Items from the District.
 - b. BOCES shall submit a form to the District which the District shall sign, approve and return to BOCES to declare the Items obsolete.
 - c. The request to declare the Items obsolete shall then go to BOCES Board for further approval. Once the BOCES' Board approves the removal/obsolescence of such Items, BOCES shall coordinate with the District to remove the Items.
 - d. BOCES shall inform the District of any requirements (such as "palletizing" or other Item organization) prior to the removal date.
 - e. The District shall ensure that all data is erased from all hard drives and other memory storage devices prior to Item removal date. The District shall also provide BOCES with a completed Hard Drive Erasure Confirmation Form attached hereto as Exhibit G.



Exhibit E

Insurance Coverage Options

In accordance with the Service Agreement, section 4h, The District shall insure the Items at the value listed in Exhibit A naming BOCES, and the financing company if applicable, as additional insureds. The District shall provide to BOCES an insurance endorsement as evidence of such coverage.

The District has the option of either having BOCES insure the Items or insuring the Items themselves for the term of the Service Agreement.

PLEASE SELECT EITHER OPTION 1 OR OPTION 2

1. _____ The District will issue insurance coverage and send proof of such insurance endorsement annually to BOCES, Technology Acquisition Services

2. _____ The District requests that BOCES issue insurance coverage for all Items listed in Exhibit A and bill the District at an annual cost the current rate of insurance plus \$0.02 per \$100 of value annually for such coverage for each year of the Service Agreement.

Approved by:

School Superintendent Date

Board of Education President Date

**Service Agreement
Report of Theft or Vandalism Form**

Date _____ Center _____ Building _____ Room _____

Description of Damage and Circumstances Surrounding Loss *(attach additional sheet if necessary)*

List of Items *(attach additional sheet if necessary)*

Asset Number	Description

When was loss discovered? _____ By whom? _____

Were police notified? Yes No When? _____ By whom? _____

Central Complaint Number _____ Name of Investigating Officer _____

Additional Information _____

Signature of Employee

Signature of Building Administrator

Signature of Supervising Director

To Be Signed Only in the Event of Theft or Vandalism

Hard Drive Erasure Confirmation Form

This confirmation has been developed to protect against the unauthorized release of confidential information that may be stored on all computer and/or network copier equipment ("Equipment") provided by ESBOCES to participating school districts ("Districts"). Such confidential information may be, but is not limited to, information belonging to ESBOCES, the District and/or individuals (students/teachers) and businesses involved with ESBOCES and/or the District.

Confirmation

Upon completion of a Equipment lease, the vendor who supplied the Equipment or the vendor to whom the Equipment is transferred ("Vendor") shall erase any and all memory contained within the Equipment. The District shall witness these erasures. The following information must be completed and signed by Vendor and District **prior to the removal of any Equipment from the District.**

District: _____

Project: _____
(To be supplied by ESBOCES)

Equipment Serial #s: _____

I, as an authorized representative of Vendor, have erased and/or removed the memory of the above-mentioned Equipment, and have confirmed that no additional information will be placed on the Equipment.

Vendor Name Title

Signature Date

I, as an authorized representative of the District, have witnessed and/or confirmed that the Vendor has represented that it has completed the erasure and/or removal of the memory for the above-mentioned Equipment.

District Name Title

Signature Date

To Be Signed Upon Equipment Removal from District

Resolution Authorizing and Approving Agreement Between
The District and
The Board of Cooperative Educational Services,
First Supervisory District of Suffolk County
For the Acquisition of Instructional Technology
Related Software and Other Services

WHEREAS, the District (District) and the Board of Cooperative Educational Services, First Supervisory District of Suffolk County (BOCES), desire, pursuant to §109-b and §119-o of the General Municipal Law, and Section 1950(4)(aa) of the Education Law, to undertake a Technology Project consisting of the acquisition and installation of Computer Equipment, Related software, and other services as indicated in said Technology Project, and

WHEREAS, the cost of the Technology Project# WI-49-030724-2024-2028//Instructional Computers is \$572,541.41 to be paid in installments over a 4-year period.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the District as follows:

The President of the Board of Education and the Superintendent of Schools are hereby authorized, on behalf of the District, to execute and deliver the Eastern Suffolk BOCES Multi-Year Service Agreement; the execution thereof by the President of the Board of Education and Superintendent of Schools to constitute conclusive evidence of such approval.

The officers, employees and agents of the District are hereby authorized and directed for and in the name and on behalf of the District to do all acts and things required or provided for by the provisions of the Eastern Suffolk BOCES Multi-Year Service Agreement, including all acts and things necessary to ensure the payments due thereunder, and deliver all additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officers, employee or agent acting, desirable and proper to effect the purpose of the foregoing resolution and to cause compliance by the District with all of the terms, covenants and provisions of the Eastern Suffolk BOCES Multi-Year Service Agreement, binding upon the District.

The undersigned certifies that the above resolution has been adopted at the _____ meeting of the Board of Education of the West Islip Union Free School District.

West Islip Union Free School District

Date: _____

By: _____
District Clerk

EXHIBIT I

**Service Agreement
Annual Verification of Item Inventory Form**

Instructions:

The attached list identifies all of the Items that were acquired pursuant to the Services Agreement Project #WI-49-030724-2024-2028//Instructional Computers. Please verify and record the location and serial number of each item on the list for identification purposes. You may attach additional sheets as needed.

Verification:

District hereby confirms that the attached Item list for Project# WI-49-030724-2024-2028//Instructional Technology has been reviewed and additional information as requested has been provided.

District acknowledges that BOCES retains ownership of the Items and agrees that District accepts responsibility for Item loss or damage in accordance with the Services Agreement.

District acknowledges that when the term of the Service Agreement has been completed, BOCES will initiate removal of the Items in accordance with the Service Agreement and the Item Removal Procedure.

District _____ Phone # _____

Address _____

Contact Person _____ Email _____

Superintendent

To be Signed Upon Receipt of Equipment



**Contract
Modification
Request**

Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, NY 11772

Request Number
TAS -331

Date 6 / 24 /20 24

Check One This is a request to modify participation in an existing Co-Ser.
 This is a request to participate in a new Co-Ser.

To be Completed by Person Initiating Request (May be BOCES or District Employee)

School District West Islip UFSD Service for School Year 20 24 - 20 25
 School District Contact Person Dr. Patrick Kiley-Rendon Telephone Number (631) 930 - 1580
If Applicable
 Name/Details of Service Requested
Project WI-49-030724-2024-2028//Instructional Technology

To be Completed by BOCES
***** MUST BE COMPLETED *****

BOCES Contact Person Diane Day Telephone Number (631) 244 - 4212

ESBOCES WinCap Service Code/Sub-Service Code	No. of Units	Unit Cost (If applicable)	Fixed Cost	Total
514.110 Multi-Year Financed Agreements		\$	\$ 128,311.38	\$ 128,311.38
532.205 Model Schools Fee		\$	\$ 14,823.97	\$ 14,823.97
		\$	\$	\$ -
		\$	\$	\$ -
		\$	\$	\$ -
		\$	\$	\$ -
		\$	\$	\$ -
		\$	\$	\$ -
		\$	\$	\$ -
TOTAL COST OF MODIFICATION				\$ 143,135.35

To be Completed by School District

Signature of Superintendent of School District

Date

When this form is completed, please forward to Director of Administrative Services
 Eastern Suffolk BOCES
 201 Sunrise Highway
 Patchogue, NY 11772
 or e-mail to contractadjustments@esboces.org