

A G E N D A
(REVISED)



BOARD OF EDUCATION

January 9, 2025
7:30 p.m.

Beach Street Middle School
17 Beach Street

Submitted by:
Dr. Paul Romanelli
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
January 9, 2025
REVISED

Beach Street Middle School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
 - A) Student Representative Report
- IV. **DISCUSSION**
 - A) Pre-Kindergarten Program
 - B) School Calendar 2025-2026
- V. **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.*
- VI. **APPROVAL OF MINUTES:**

A motion is needed to approve the minutes of the December 12, 2024 Regular Meeting and the January 2, 2025 Special Meeting.
- VII. **RECOGNITION**
 - A) SCOPE National School Development Council Award for Academic Growth and Student Leadership in Learning ~ *Emily Podolska and Krista Williams*
 - B) Music
April Allegretto, Avianna Bergold, Charlie DellUniversita, Ruslan Ermakov, Leah Gallagher, Sean Koerner, Robby Marrali, Teagan McGuire, Gavin Pollock, Dana Shi, Cara Thaxter, Addison Wilson, Elianna Wolhar
 - C) Athletic
Girls Varsity Gymnastics All County ~ *Emily Ball, Amelia DiBenedetto, Zoey Richardelli*
Girls Varsity Tennis All County ~ *Abigail Lam, Julia Evangelion*
Girls Varsity Soccer All County ~ *Erin Palmeri, Julianne Arcoleo, Leah Tomeo*
Boys Varsity Soccer All County ~ *Patrick Keniksmann, Craig (CJ) Marino*
Boys Varsity Soccer All County Academic ~ *Jack Charbonneau*
Boys Varsity Cross County ~ *Gavin DeVito*
Boys Varsity Cross County Academic ~ *Kevin McCabe*
Boys Varsity Volleyball All County ~ *Zachary Thomas, Gannon Klimuszeko*
Boys Varsity Volleyball All County Academic ~ *Gannon Klimuszeko*
Girls Varsity Volleyball All County ~ *Julia Kalinowski, Mia Cuozzo*
Varsity Football All County ~ *TJ Sonnenberg*
Boys Varsity Golf All County ~ *Quinn Reilly*
Varsity Field Hockey All County Honorable Mention ~ *Morgan Bellini*
Game Day Cheer All County ~ *Ashly-Rose Prefontaine, Ellon Murray*
Game Day Cheer Academic All County ~ *Kayla Frangoulis*
- VIII. **PERSONNEL**
 - A) Memorandum of Agreement between West Islip UFSD, WITA Teaching Assistants Chapter and Employee A
 - B) Personnel Agenda
- IX. **CURRICULUM UPDATE**

X. REPORT OF BOARD COMMITTEES

- A) Health & Wellness Committee {1/7/2025}
- B) Education Committee {1/7/2025}
- C) Finance Committee {1/7/2025}
- D) Buildings and Grounds Committee {1/7/2025}
- E) Special Education Committee {1/8/2025}

XI. BUSINESS ITEMS

- A) **Approval of Budget Transfers (General Fund # 4461, 4463-4467 and Capital Fund # 4462)**
- B) Approval of Contracts
 - 1. Nassau BOCES Health Services Contract 2024-2025
 - 2. Half Hollow Hills Central School District Special Education Contract 2024-2025
 - 3. Smithtown Central School District Special Education Contract 2024-2025
- C) Approval of Surplus
 - 1. Miscellaneous books ~ Bayview Elementary

XII. PRESIDENT'S REPORT

- A) Approval of Resolution re: destruction of unused ballots from the May 21, 2024 election.
- B) 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.
- C) **Approval of Resolution re: Real Property Tax Exemption Section 466-a for eligible Volunteer Firefighters and Volunteer Ambulance Workers**

XIII. SUPERINTENDENT'S REPORT

XIV. NOTICES/REMINDERS

XV. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

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

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

XVIII CLOSING - Adjournment

**REGULAR MEETING OF THE BOARD OF EDUCATION
December 12, 2024 – Beach Street Middle School**

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

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Volz

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

ANNOUNCEMENTS

Mr. Tussie read the following formal statement on behalf of the Board of Education:
The Board of Education is deeply troubled by the recent incident involving students from our school after the boys' varsity basketball game. We are embarrassed. This behavior is not reflective of the values that we strive to instill in our students and is completely unacceptable. We do not tolerate any form of discrimination, hate speech, or bullying. In our school district, we are committed to creating a safe and inclusive environment where all students, staff, and community members feel respected, supported, and valued including those who visit West Islip. We take this incident very seriously. The High School Administration team has conducted a thorough investigation to determine the appropriate course of action. We will continue to work closely with our staff, students, parents, and community to ensure that this does not happen again. It is important for all of us to remember that we must celebrate and embrace all differences rather than use them as a source of division. It is my hope that our community is not judged on the actions of a few but more on how we respond, handle, and move forward. The community that we know and are proud to live in is one that comes together when tragedy, misfortune, and mistakes take place. We have always put the needs of others first, and have seen this time and time again. We would not only like to apologize to the Patchogue-Medford Community, but extend our sincerest gratitude to their Superintendent of Schools, Dr. Donna Jones, for the class and respect she has demonstrated towards West Islip throughout this ordeal. We want to ensure that to everyone who is invested in West Islip, we are better than this. Based on the many conversations with friends, neighbors, and community members we are not alone with this belief.

Dr. Romanelli spoke about the letter he sent to the community and expressed that racism has no place in our society. He had conversations with students, staff, and parents this week and stated that this is not only a situation that misrepresents our community as a whole, but there is also a strong desire to do better, be better, and come together to ensure that nothing like this happens again.

Student Representative Report

Krista Williams and Taylor Reilly spoke about the upcoming Student Senate hosting their Annual Holiday party for children with special needs within the District on 12/20/2024.

They spoke about the pros and cons regarding the current IB Program, SUPA and AP classes.

Invitation to Public

Jadalynn Santiago ~ Ms. Santiago spoke about the Girls Flag Football inaugural season and advocated to create a JV Girls Flag Football team.

Mr. Tussie congratulated the team on making the playoffs. He stated that he received numerous emails from students and parents advocating for a JV Girls Flag Football team.

Mrs. Pellati stated that West Islip Transportation outsources approximately 80% from Suffolk Transit and employs nine drivers in-house. Since the COVID pandemic, we have been very limited with the number of drivers Suffolk Transportation provides to us for all of our athletic trips. Due to our in-house drivers driving the majority of our athletic trips, there has been a significant cost savings each year since the pandemic. These savings from the athletic fund can be allocated to create a JV Girls Flag Football Team.

The Board of Education all voted unanimously in favor to use these funds to create a JV Girls Flag Football team.

Regionalization

Mr. Tussie stated on 12/5/2024 the Board of Education held a Special Meeting to approve retaining Counsel and commencing litigation. The District is proceeding with a resolution to opt out of Regionalization.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve resolution re: Resolution to opt out of Regionalization Planning Process.

RESOLUTION

WHEREAS, at its December 5, 2024 meeting, the Board of Regents adopted the emergency regulations related to Regionalization Plans (Subpart 124-2) as final; and

WHEREAS, a new § 124-2.8 was added which provides, in part, that a "school district may elect not to participate in the development of a regionalization plan."

BE IT RESOLVED, that pursuant to Regulations of the Commissioner of Education § 124-2.8, and upon the recommendation of the Superintendent of Schools, the District elects not to participate in the development of a regionalization plan; and

BE IT FURTHER RESOLVED, that the Superintendent is directed to submit written notice to the New York State Department of Education by January 15, 2025.

DISCUSSION

Student Enrollment Presentation

Dr. Romanelli showed a presentation based on student enrollment over the past 10 years for grades K-12 in the buildings. He discussed the student evolving needs, the Pre-K program and the alignment of the buildings throughout the District.

Dr. Romanelli stated that this presentation focuses on the decline in enrollment we have observed over the past 10 years. However, we are now seeing an upturn at the elementary level. The goal of this presentation is to explore creative solutions and strategies to collaboratively address these trends and ensure continued growth and success in our educational programs.

Dr. Romanelli discussed the Pre-K program, which began in the District in 2019-2020 with 100 students. The District receives grant funding for 213 students, but has incurred additional costs to support the extra students who are not covered by this funding. In 2021-2022 school year, the District partnered with South Shore Children's Center at Westbrook for the overflow of enrollment.

Dr. Romanelli discussed that building space is a real issue and recommended an enrollment study through BOCES, which would be funded in our upcoming budget, to assess whether this trend will continue in the coming years. He also recommends considering a cap for Pre-K enrollment at 213 students. He would ask the Board to consider capping enrollment at 213 or potentially having all 213 Pre-K students attend South Shore

Children's Center at Westbrook. This would free up additional classrooms in the District to make room for our incoming larger classes.

Dr. Romanelli expressed how amazingly proud we are of the District's Pre-K program and the amazing teachers, and partnership we have made with South Shore Children's Center. He stated we share instructional materials and strategies. If we consider moving all Pre-K students over to the South Shore Children's Center the cost would be zero for the District and we would be able to save the additional funds, however, we may want to maintain some cost to maintain the instructional program. Another consideration could be having an experienced Pre-K teacher oversee the program at South Shore Children's Learning Center. The benefit of this would be to ensure a cohesive instructional program.

Dr. Romanelli recommended the Board to consider this for immediate consideration based on the enrollment study, the cap of Pre-K and considering doing both capping and shifting the program over to South Shore Children's Center. A long-term consideration for the Board is the possibility of shifting fifth grade, due to the significantly lower enrollment, to the middle schools to even out our spaces.

Dr. Romanelli emphasized that this is a discussion phase and nothing has been pre-determined. He believes this is a long-term discussion if this enrollment trend continues. Dr. Romanelli wants to continue the tradition of excellence while also evolving to meet the needs of our students in the District.

Livestreaming for Meetings

Mr. Tussie stated that there is no drawback to livestreaming the Board of Education meetings, as long as remote viewers understand that they are unable to submit online questions to be answered during the meeting. This would simply be a viewing service.

INVITATION TO PUBLIC

Diana McGuigan ~ Mrs. McGuigan spoke about the student enrollment and the Pre-K program. She is happy with the education that her previous two children received with this program and currently has another child she is looking to enroll. She expressed her concerns about holding the Pre-K lottery drawing in April as this will not allow families enough time to enroll elsewhere if they are not chosen from the lottery. Mrs. Morrison thanked Mrs. McGuigan for sharing her concerns and clarified that we do have a strong partnership with South Shore Children's Center, which uses the Foundation and Heggetty programs as we do in our buildings. Mrs. Morrison stated that it is a top priority as soon as a decision is made on whether or not there will be a cap on enrollment to start the lottery process.

Mrs. Vetere ~ Mrs. Vetere inquired if the Pre-K lottery drawing was to take place in January not April. Dr. Romanelli stated it varies from previous years and this year the lottery will take place in January 2025.

Brendan O'Regan ~ Mr. O'Regan spoke about his enrollment in SUPA, IB and AP classes and expressed his concern regarding the possibility of SUPA and AP classes being eliminated.

William Tarpey ~ Mr. Tarpey asked the Board to clarify the rationale regarding removal of SUPA and AP classes. Mrs. Morrison stated that the Cabinet sees a great deal of value in the AP courses and is not looking to eliminate them, however when looking at all the courses there are some redundancies.

Daniel White ~ Mr. White stated that the Universal Pre-K Program should be for all or none and there should not be a lottery system for enrollment.

Carolyn Buckley ~ Mrs. Buckley stated how wonderful the Pre-K program is and how prepared her older children were for Kindergarten after attending the District's Pre-K program. Her concern is for the children that are not accepted into the District's program due to the lottery system and the students not having the same opportunity.

Mr. Tussie stated that all the Board and Administrators appreciate and understand the value of Pre-K. The difficult decisions are the finances and space in the buildings. The Board will do everything it can to the best of their ability to make sure that Universal Pre-K can continue for the students to receive educational benefits.

APPROVAL OF MINUTES

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the minutes of the November 19, 2024 Planning Session and the December 5, 2024 Special Meeting.

PERSONNEL

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

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

TEACHERS

T-1

LEAVE OF ABSENCE (unpaid)

(Pursuant to the Family Medical Leave Act of 1993
12-week continuous medical coverage)

Kathryn Bayern, Speech
Effective December 3, 2024 through February 12, 2025
(Paul J. Bellew)

TEACHING ASSISTANTS

TA-1

PROBATIONARY APPOINTMENT

Kate Klarikaitis, World Languages
Effective January 2, 2025 to January 1, 2026
(High School; Step 2; replacing Michelle Edgley {resigned})

CIVIL SERVICE

CL-1

PROBATIONARY APPOINTMENT

*Claire Burnett, Paraprofessional
Effective December 16, 2024
(High School; Step 1; replacing Craig Nieves {reassigned})

Sarah Sessa, Paraprofessional
Effective December 3, 2024
(Paul J. Bellew; Step 1; replacing Alexander Ruffini {resigned})

CL-2

RESIGNATION

Kate Klarikaitis, Paraprofessional
Effective January 2, 2025
(Beach Street)

**Conditional pending fingerprinting clearance*

CL-2 continued RESIGNATION, continued

Caitlyn Leibman, Paraprofessional
Effective December 21, 2024
(South Shore)

CL-3 SUBSTITUTE CUSTODIAN (\$16/hr.)

James Swenson, effective December 13, 2024

CL-4 SUBSTITUTE GUARD (\$24.20/hr.)

Christopher Delaney, effective December 13, 2024
*Brandon O'Sullivan, effective December 13, 2024

SUBSTITUTE PARAPROFESSIONAL (\$16/hr.)

Katia Barnes, effective December 13, 2024
*Makayla Comer, effective December 13, 2024
Corinne Delaney, effective December 13, 2024
*Eugene Ditaranto, effective December 13, 2024
*Kayla Gorman, effective December 13, 2024
Victoria Keniksmann, effective December 13, 2024
Amy McCann, effective December 13, 2024
*Brayden Robertson, effective December 13, 2024
Michelle Romito, effective December 13, 2024
*Brianna Seibert, effective December 13, 2024
*Joseph Washington, effective December 13, 2024

OTHER

PREFERRED SUBSTITUTE

Samantha Murray
Effective December 2, 2024
(High School; \$178.78/day)

PERMANENT SUBSTITUTE RESIGNATION

Sierra Koehler, Udall Road Middle School
Effective January 10, 2025

SUBSTITUTE TEACHER (\$130 per diem)

Carmen Armstrong, effective January 13, 2025, *student teacher*
Katia Barnes, effective December 13, 2024
Dina Bartolotta, effective January 27, 2025, *student teacher*
Lucas Bedford, effective December 13, 2024
Gina Calderone, effective December 13, 2024
*Makayla Comer, effective December 13, 2024
Corinne Delaney, effective January 22, 2025, *student teacher*
*Eugene Ditaranto, effective December 13, 2024
Jeffrey Elterman, effective December 13, 2024

**Conditional pending fingerprinting clearance*

**OTHER,
continued**

SUBSTITUTE TEACHER, continued (\$130 per diem)

Joseph Falcon, effective January 27, 2025, *student teacher*
Amanda Gebler, effective December 13, 2024, *student teacher*
Diana Gifford, effective December 13, 2024 (reassigned from a permanent substitute position)
*Kayla Gorman, effective December 13, 2024
Marissa Ippolito, effective December 13, 2024, *student teacher*
Victoria Keniksmann, effective December 13, 2024
Ann Lang, effective December 13, 2024
Caitlin Leibman, effective January 22, 2025, *student teacher*
*Gabriella Maresco, effective January 23, 2025, *student teacher*
Nicole Marino, effective January 27, 2025, *student teacher*
Amy McCann, effective December 13, 2024
Aiden Morris, effective January 6, 2025, *student teacher*
Marisa Pastore, effective December 13, 2024
Giovanna Perna, effective January 22, 2025, *student teacher*
*Julia Rathje, effective May 1, 2025, *student teacher*
*Brayden Robertson, effective December 13, 2024
Bryan Rolan, effective December 13, 2024, *student teacher*
Michele Romito, effective December 13, 2024
Antonino Ruopoli, effective December 13, 2024, *student teacher*
*Samantha Saporita, effective January 27, 2025, *student teacher*
Lillian Scholl, effective December 13, 2024, *student teacher*
*Brianna Seibert, effective December 13, 2024
Jason Sorice, effective January 27, 2025, *student teacher*
*Joseph Washington, effective December 13, 2024

SUBSTITUTE TEACHING ASSISTANT (\$105 per diem)

Katia Barnes, effective December 13, 2024
*Makayla Comer, effective December 13, 2024
*Eugene Ditaranto, effective December 13, 2024
*Kayla Gorman, effective December 13, 2024
Victoria Keniksmann, effective December 13, 2024
Amy McCann, effective December 13, 2024
*Brayden Robertson, effective December 13, 2024
Michelle Romito, effective December 13, 2024
*Brianna Seibert, effective December 13, 2024
*Joseph Washington, effective December 13, 2024

CLUBS/ADVISORS 2024-2025

MANETUCK

Newspaper Club, Stephanie Nicou

SWIM PROGRAM AND SWIM TEAMS 2024-2025

Lifeguards

Natalie Aspetti
Alexa Ficalora

**OTHER,
continued**

LATE WINTER 2024-2025 MIDDLE SCHOOL COACHES

GIRLS BASKETBALL

Chris Salerno, 7-8 Udall Coach
Kristen Doherty, 7-8 Beach Coach

WRESTLING

Tom Longobardi, 7-8 Udall Coach
Jason Lella, 7-8 Beach Coach

LATE WINTER 2024-2025 MIDDLE SCHOOL COACHES

BOYS VOLLEYBALL

Daniel Sliwowski, 7-8 Udall Coach
Jake Rossi, 7-8 Beach Coach

CURRICULUM REPORT

Mrs. Morrison thanked everyone that came out tonight to talk about the proposed course changes and the UPK Program.

Mrs. Morrison stated the second part of The Anxious Generation book talk will be taking place on Thursday, January 2nd at 7:00 p.m. at the West Islip High School Library Media Center or virtually via a zoom link. The link will be posted on the District website on January 2, 2025.

REPORT OF COMMITTEES

Building & Grounds Committee: Mr. McCann reported on the meeting that was held on 11/19/2024. Items reviewed included construction projects, rental income and fees for building rentals and the District office security lobby.

Education Committee: Mr. Antonello reported on the meeting that was held on 12/10/2024. Items reviewed included proposed course changes, Pre-K program and Elementary Literacy pilot program. Bookworms is now being piloted and anticipated to conclude in February 2025 at which point a rubric will be utilized by the committee to guide the selection of our new K-5 literacy program for implementation in September 2025.

Mr. Antonello reported that Dr. Kiley-Rendon and the Instructional Technology Committee have drafted an AI Vision Statement and supporting documents that will be shared Districtwide after the New Year, which will be utilized to provide AI learning experiences for our students.

Mr. Antonello reported that the District was recently made aware that Oquenock Elementary School was designated as a Targeted Support and Improvement School based on the 2023-2024 NYS ELA and Math test results of ELL and economically disadvantaged students. Mrs. Morrison had submitted an appeal to the New York State Education Department. This basis of this appeal is that Oquenock Elementary houses the entire district's K-5 ELL students. Last year there were 24 students and only nine took the ELA and Math tests, which we feel does not provide a valid assessment of that data. Updates regarding the appeal will be provided when available.

Finance Committee: Mrs. Kelly reported on the meeting that was held on 12/10/2024. Items reviewed included the treasurer's report for October's School District Funds and Extra-curricular; October's payroll summary and financial statements; Internal Claims Audit report and System Manager Audit Trail for November; payroll certification for 11/8/2024 and 11/27/2024; review of warrants; review of board agenda finance items which include approval of budget transfers; approval and rejection of bids; 2024-2025 contracts and surplus items.

The committee discussed the TAN results where the District's annual \$20 million TAN sold on 11/5/2024 and closed on 11/14/2024. The winning bidder was TD Securities with a net interest cost of \$383,400 and a net interest rate of 3.195%.

The committee discussed the Volunteer Firefighters and Ambulance Workers Tax Exemption which has been replaced by a new Statewide Volunteer Firefighter & Volunteer Ambulance Worker Exemption under RPTL Section 466-a. The Board of Education will hold a public hearing on 1/9/2025 where a resolution will be adopted to change the service requirement from five to two years for non-lifetime members.

The committee also discussed that the district's insurance carrier, NYSIR, does not provide excess flood insurance as of 7/1/2024 however, NYSIR has obtained quotes for excess coverage from Wright National Flood Insurance Company. The District will review these quotes and decide in the Spring whether to pursue the additional coverage starting 7/1/2025.

Special Education Committee: Debbie Brown reported on the meeting that was held on 12/11/2024. Items reviewed included IEP, CSE and CPSE recommendations from respective committees and will be approved at this evening's meeting. Mrs. Brown stated that the first round of CPSE observations have been completed and discussed that we continue to see an increase in the needs of our special education students specifically with the incoming Kindergarten students. A two-day professional development-training course was provided to our new special education teachers and teaching assistants to expand their knowledge based on structured literacy. The Special Education Department recently hosted Elementary ICT teams from Bayport-Blue Point School District to highlight our integrated co-teaching program in the district. We received a great deal of positive feedback and there are plans to coordinate a second round of visitations this spring.

Mrs. Brown reported that SEPTA was awarded a \$5,000 grant from the National PTA to host an interactive in-person PTA connected Create with Kindness program. It will be for parents, caregivers, and teens to engage in conversations about their online experiences and equip families with practical information and resources to enhance online safety. The next SEPTA meeting will be January 23rd at 7:30 p.m. at Oquenock Elementary School. SEPTA will again host Laura Holland who will discuss health and wellness.

Audit Committee: Mr. Tussie reported on the meeting that was held on 12/10/2024. Items reviewed included the Food Services Detailed Testing Report and the 2024-2025 Annual Risk Assessment Report. The Audit Committee selected Benefits as the Detailed Testing area for this school year.

FINANCIAL MATTERS

Motion was made by Debbie Brown, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve 2024-2025 Capital Fund budget transfer 4456 and General Fund budget transfers 4457-4460.

Motion was made by Debbie Brown, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve Contract: Theralympic Speech Consultant Services 2024-2025.

Motion was made by Debbie Brown, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve 2024-2025 SEDCAR Contracts:

1. ACLD
2. AHRC Suffolk
3. All About Kids
4. Alternatives for Children
5. Brookville Center for Children's Services
6. Building Blocks Developmental Pre-School
7. Center for Developmental Disabilities C/O IGHL
8. Eden II Programs

9. Developmental Disabilities Institute, Inc.
10. Just Kids Early Childhood Learning Center
11. Kids First Evaluation and Advocacy Center
12. Kids in Action of Long Island, Inc.
13. Kids Therapy Services, PLLC
14. Leeway School
15. Liberty Resource Post
16. Little Angels Center
17. Metro Therapy
18. Nassau Suffolk Services for the Autistic, Inc.
19. Suffolk County Department of Health Services
20. The Hagedorn Little Village School
21. The New Interdisciplinary School
22. The Opportunity Pre-School
23. United Cerebral Palsy of Greater Suffolk, Inc.
24. Variety Child Learning Center

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

1. Miscellaneous books – Beach Street Middle School
2. I.T. Equipment – District-Wide
3. Musical Instrument Storage Cabinets West Islip High School

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve bid: Base Bid GC-3 W.J. Northridge Corporation \$778,500.00 General Construction – Kitchen upgrades (Single Prime Bid): Beach Street Middle School, West Islip High School and Udall Road Middle School (Combined – All Three Schools).

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve resolution re: Rejection of Base Bid GC-1 General Construction – Kitchen Reconstruction (Single Prime Bid: Beach Street Middle School) and Rejection of Base Bid GC-2 General Construction – (Single Prime Bid: West Islip High School and Udall Road Middle School).

RESOLUTION

WHEREAS, the West Islip UFSD went out for a public bid on October 3, 2024 for upgrades to the kitchens at Beach Street Middle School, West Islip High School and Udall Road Middle School known as Kitchen Reconstructions at Beach Street Middle School, West Islip High School and Udall Road Middle School “Single Prime Bid”; and

WHEREAS, the bids were opened and read aloud on October 28, 2024 and WHEREAS, the West Islip UFSD has determined that it is in the District’s best financial interests to reject two of the bids submitted: GC-1: General Construction (Single

Prime Bid: Beach Street Middle School) and GC-2: General Construction (Single Prime Bid: West Islip High School and Udall Road Middle School).

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the West Islip UFSD hereby rejects two of the bids submitted in response to Kitchen Reconstructions at Beach Street Middle School, West Islip High School and Udall Road Middle School “Single Prime Bid.”

PRESIDENT’S REPORT

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve resolutions re: Receipt of the Independent Accountant’s Report on Food

Service Detailed Testing and the Risk Assessment Update Report dated December 10, 2024 from Cullen & Danowski, LLP.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve resolutions re: Recommendation the Board of Education approve the Corrective Action Plans in response to the internal auditors' reports on Food Service Detailed Testing, submitted by the Assistant Superintendent for Business.

RESOLUTION

BE IT RESOLVED, that the Board of Education of the West Islip School District acknowledges receipt of the Independent Accountant's Reports on Food Service Detailed Testing and the Risk Assessment Update Report dated December 10, 2024 from Cullen & Danowski, LLP.

Recommend the Board of Education approve the Corrective Action Plans in response to the internal auditors' reports on Food Service Detailed Testing, submitted by the Assistant Superintendent for Business.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve 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.

SUPERINTENDENT'S REPORT

Dr. Romanelli highlighted the music department and all the wonderful holiday concerts that have been occurring throughout the district these past few weeks. He enjoyed visiting some classrooms doing holiday read-alouds where everyone is in the holiday spirit.

Dr. Romanelli wished everyone a happy and healthy holiday.

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

Patti McCabe ~ Ms. McCabe spoke about the SUPA, IB and AP courses and believes the district and parents need to work together.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to adjourn to Executive Session at 9:02 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 10:51 p.m. on motion by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor.

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

RESOLUTION

BE IT RESOLVED, that the West Islip UFSD Board of Education approves an increase in the transportation stipend for the Senior Office Assistant, Danielle Ortiz from \$4000 per year to \$10,000 per year, effective in the 2024-2025 school year subject to review and approval by counsel of an MOA with Teamsters local 237.

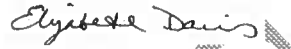
Motion was made by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve resolution re: Suspension.

RESOLUTION

BE IT RESOLVED, that the Board of Education of the West Islip School District denies the suspension appeal for student A related to Incident ID #27526.

Meeting adjourned at 10:52 p.m. on motion by Debbie Brown, seconded by Grace Kelly, and carried when all Board members present voted in favor.

Respectfully submitted,



Elizabeth Davis
District Clerk

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

DRAFT

SPECIAL MEETING OF THE BOARD OF EDUCATION
January 2, 2025 – District Office Conference Room

PRESENT: Mr. Tussie, Mrs. Brown, Mr. Antonello, Mr. Bedell (via telephone), Mrs. Kelly,
Mrs. Marks, Mr. McCann

ABSENT: None

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

ABSENT: None

ATTORNEY: None

Meeting called to order at 5:33 p.m. followed by the Pledge.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to adjourn to Executive Session at 5:33 p.m. for the purpose of discussing personnel, legal matters and negotiations.

Meeting reconvened at 7:14 p.m. on motion by Richard Antonello, seconded by Debbie Brown, and carried when all Board members present voted in favor.

Meeting adjourned at 7:15 p.m. on motion by Grace Kelly, seconded by Christina Marks, and carried when all Board members present voted in favor.

Respectfully submitted,

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

LEAVE OF ABSENCE (unpaid)

(Pursuant to the Family Medical Leave Act of 1993
12-week continuous medical coverage)

Marissa Villani, Special Education
Effective January 22, 2025 through April 15, 2025
(Beach)

Jeremy Johnson, Reading
Effective February 24, 2025 through May 16, 2025
(Paul J Bellew)

TEACHING ASSISTANTS

TA-1

PROBATIONARY APPOINTMENT

Kate Trizzino, Special Education
Effective December 19, 2024 to December 18, 2028
(Oquenock; Step 5; replacing Maria Pascarella {resigned})

CIVIL SERVICE

CL-1

PROBATIONARY APPOINTMENT

LisaMarie Appel, Paraprofessional
Effective January 10, 2025
(High School; Step 1; replacing Sarah Koffsky {resigned})

Nancy Camelliri, Cafeteria Aide
Effective January 10, 2025
(High School Step 1; replacing Craig Nieves {resigned})

Samantha Costanzo, Paraprofessional
Effective January 10, 2025
(Oquenock; Step 1; replacing Lindsay Aumock {resigned})

Kristin Mariano, Paraprofessional
Effective January 14, 2025
(Beach Street; Step 1; replacing Lisa MacInness {reassigned})

CL-2

LEAVE OF ABSENCE (unpaid)

Susan Ferguson, Paraprofessional
Effective November 18, 2024 – November 17, 2025
(Oquenock)

CIVIL SERVICE, continued

CL-3

RETIREMENT

Donna Probert, Paraprofessional
Effective January 4, 2025
(29 years)

CL-4

SUBSTITUTE CUSTODIAN (\$16.50/hr)

Patrick Magee, effective January 10, 2025

CL-5

SUBSTITUTE GUARD (\$24.20/hr)

Christopher DelBroccolo, effective January 10, 2025
Richard Zambrano, effective January 10, 2025

CL-6

SUBSTITUTE PARAPROFESSIONAL (\$16.50/hr)

Isabella Governale, effective January 10, 2025
*Zachary Martin, effective January 10, 2025
*Jesse Palmer-Combs, effective January 10, 2025
Lauren Russo, effective January 10, 2025

OTHER

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Lynsey Jensen, effective January 10, 2025 – June 27, 2025

SUBSTITUTE TEACHER (\$130 per diem)

Dina Bartolotta, effective January 10, 2025
*Dana Brown, effective January 10, 2025
Ava Catapano, effective January 21, 2025, *student teacher*
Gabiella Maresco, effective January 10, 2025
Giavanna Perna, effective January 10, 2025
*Thomas Tricoukes, effective January 10, 2025
Siri Willis, effective January 10, 2025

CLUBS/ADVISORS 2024-2025

UDALL ROAD MIDDLE SCHOOL

Geography Club, James Wood
Spirit Club, Jaymee Gagliardi

SWIM PROGRAM AND SWIM TEAMS 2024-2025

Lifeguard
Emma Taliercio-*McNamara*
Patrick Keniksmann

**Conditional pending fingerprinting clearance*

OTHER, continued

WINTER 2024-2025 HIGH SCHOOL COACHES

KICKLINE

Jessica Cichy, Volunteer Varsity Coach

SPRING 2025 HIGH SCHOOL COACHES

BASEBALL

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

SOFTBALL

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

BOYS TRACK

Jeremy Robertson, Varsity Coach
John Lavery, Assistant Varsity Coach

GIRLS TRACK

Vincent Melia, Varsity Coach
Sierra Koehler, Assistant Varsity Coach

BOYS LACROSSE

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

GIRLS LACROSSE

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

BOYS TENNIS

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

GIRLS GOLF

Thomas Loudon, Varsity Coach

OTHER, continued

SPRING 2025 HIGH SCHOOL COACHES, continued

GIRLS FLAG FOOTBALL

Greg Ziems, Varsity Coach
Jake Rossi, Assistant Varsity Coach

UNIFIED BASKETBALL

Brandon Cohen, Coordinator
Noreen Matthews, Assistant Coordinator

SPRING 2025 MIDDLE SCHOOL COACHES

BASEBALL

Nicholas Siano, 7-8 Udall Coach
Frank Valentino, 7-8 Beach Coach

SOFTBALL

Bridgette Capozzoli, 7-8 Beach Coach

BOYS TRACK

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

GIRLS TRACK

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

BOYS LACROSSE

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

GIRLS LACROSSE

Jesse Donnarumma, 7-8 Udall Coach
Giavanna Dushaj, Assistant Udall Coach
Kristen Doherty, 7-8 Beach Coach
Emily Gillen, Assistant Beach Coach

BOYS & GIRLS SWIMMING

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

BOYS TENNIS

Craig Perrino, 7-8 Udall/Beach Coach

WEST ISLIP UFSD
2024-2025 Budget Transfers - General Fund
School Board Meeting - January 9, 2025

AGENDA ITEM XI. A)
 BUDGET TRANSFERS
 RM 1/9/2025

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4461	12/04/2024	<i>Transfer for purchase of NYS - 5 hour pre-licensing books</i>			
		A 2310.419-999-5156	CONTRACTED SERVICES-DRIVER ED	200.00	
		A 2310.518-999-5156	SUPPLIES - DRIVER EDUCATION		200.00
4463	12/17/2024	<i>Transfer for Winter Conference NYCOS</i>			
		A 1240.432-109-4399	MEETING EXPENSE	2,000.00	
		A 1240.403-109-4399	CONFERENCE EXPENSES		2,000.00
4464	12/20/2024	<i>Transfer for additional funds needed for Athletics purchase</i>			
		A 9010.860-999-4499	HEALTH INSURANCE	2,986.55	
		A 2855.523-359-4675	SUPPLIES, OTHER - HS		2,986.55
4465	12/04/2024	<i>Transfer for Bilski video productions</i>			
		A 9010.860-999-4499	HEALTH INSURANCE	14,000.00	
		A 1480.423-109-4465	PROF & TECHNICAL SERVICES		14,000.00
4466	12/31/2024	<i>Transfer for Barnwell</i>			
		A 5540.406-999-4675	TRANSPORTATION FOR EDUCATIONAL TRIPS	2,000.00	
		A 5510.528-999-5099	TIRES AND CHAINS		2,000.00
4467	01/06/2025	<i>Transfer for additional money needed for Quadiant postage meter</i>			
		A 9010.860-999-4499	HEALTH INSURANCE	13,115.94	
		A 1480.422-109-4499	POSTAGE		13,115.94
DEBIT/CREDIT TOTALS				34,302.49	34,302.49
NET AMOUNT					-

Approved: Paul Romanelli Date: 1/8/25
 Dr. Paul Romanelli, Superintendent of Schools

WEST ISLIP UFSD
2024-2025 Budget Transfers - Capital Fund
School Board Meeting - January 9, 2025

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO	
4462	12/09/2024	<i>Transfer for \$50M Bond Ph 6 Asbestos removal At Beach, Udall and Manetuck</i>				
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	8,025.74		
		H 1620.293-03-024	GEN CONST - 50M BOND - PHASE 6 - MANETUCK		2,000.00	
		H 1620.293-07-021	GEN CONST - 50M BOND - PHASE 6 - UDALL		2,806.90	
		H 1620.293-10-029	GEN CONST- 50M BOND - PHASE 6 - BEACH		3,218.84	
DEBIT/CREDIT TOTALS				8,025.74	8,025.74	
NET AMOUNT					-	

Approved: Paul Romanelli Date: 1/2/25

Dr. Paul Romanelli, Superintendent of Schools

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into as of the _____ day of _____, 2025 by and between the Board of Cooperative Educational Services of Nassau County (hereinafter "Nassau BOCES"), having its principal place of business for the purpose of this Agreement at 71 Clinton Road, P.O. Box 8195, Garden City, New York 11530 and the West Islip Union Free School District (hereinafter "SCHOOL DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795.

WITNESSETH:

WHEREAS, SCHOOL DISTRICT is authorized pursuant to Section 912 of the Education Law, to enter into a contract with Nassau BOCES for the purpose of having Nassau BOCES provide health and welfare services to students residing in SCHOOL DISTRICT and attending a non-public school located in Nassau County;

WHEREAS, certain students who are residents of SCHOOL DISTRICT are attending non-public schools located in Nassau County; and

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

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

1. The term of this Agreement shall be from September 1, 2024 through June 30, 2025 inclusive.
2. Nassau BOCES will arrange for the provision of health services for students of the SCHOOL DISTRICT as follows and in accordance with the following rates:

Number of Students	Location	Duration	Cost (per month)
2	Buckley Country Day School	10 months	\$103.42
4	Chaminade High School	1 month	\$47.04
4	Chaminade High School	9 months	\$59.49
1	East Woods School	10 months	\$38.24
1	Grace Christian Academy	10 months	\$116.22
2	Portledge School	10 months	\$139.69

3. Nassau BOCES warrants that the health and welfare services will be provided by licensed health care providers. Nassau BOCES further warrants that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. Nassau BOCES further warrants that such services will be in accordance with all applicable provisions of Federal, State and local laws, rules and regulations, including Section 912 of the Education Law and the student's IEP, if applicable. Nassau BOCES shall certify that all

service providers possess documentation evidencing such license qualifications as required by Federal, State and local laws, rules, regulations and orders.

4. Nassau BOCES understands and agrees that it will comply and is responsible for complying with all applicable Federal, State and local laws, rules and regulations with respect to the services provided pursuant to this Agreement.

5. The services provided by Nassau BOCES shall be consistent with the services available to students attending public schools within Nassau County; and may include, but are not limited to:

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

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

6. SCHOOL DISTRICT shall pay Nassau BOCES within thirty (30) days of SCHOOL DISTRICT's receipt of a detailed written invoice from Nassau BOCES. Said invoice shall specify the services provided, dates that the invoice covers and the total amount due for the period specified.

7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, Nassau BOCES shall undertake to provide services pursuant to this Agreement and the amount of compensation owed by SCHOOL DISTRICT shall be prorated accordingly to accurately reflect the period of time services were provided to the student.

8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, Nassau BOCES shall no longer be responsible for providing services to that student pursuant to this Agreement and the amount of compensation owed by SCHOOL DISTRICT shall be prorated accordingly to accurately reflect the period of time services were provided to the student.

9. Nassau BOCES shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.

10. Both parties agree to provide the State access to all relevant records which the State requires to determine either Nassau BOCES' or SCHOOL DISTRICT's compliance with applicable Federal, State or local laws, rules or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the

execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.

11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA, to the extent applicable.

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

13. The parties shall not discriminate against any individual because of age, color, creed, disability, familial status, gender, gender expression, gender identity, marital status, military/veteran status, national origin, predisposing genetic characteristics, race, religion (including religious practice and/or expression), reproductive health decision-making, sex (including pregnancy, childbirth or related medical condition), sexual orientation or victim of domestic violence status.

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

West Islip Union Free School District
Superintendent of Schools
100 Sherman Avenue
West Islip, New York 11795

Board of Cooperative Educational Services of Nassau County
District Superintendent/Chief Executive Officer
71 Clinton Road, P.O. Box 8195
Garden City, New York 11530

15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party. Any purported assignment made without consent shall be deemed void.

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

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

18. This Agreement shall be governed by and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

19. This Agreement is the complete and exclusive statement of the Agreement between the parties and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

21. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

22. This Agreement may be executed in counterparts. Further, a copy of a signature on a facsimile or electronic transmission of this Agreement shall have the same force and effect as if it were an original signature.

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

BOARD OF COOPERATIVE EDUCATIONAL
SERVICES OF NASSAU COUNTY

Date: _____

By: _____

Larry J. Leaven
District Superintendent/Chief Executive Officer

WEST ISLIP UNION FREE SCHOOL DISTRICT

Date: _____

By: _____

Name:
Title:

RAF: AS-12/02/2024

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this **1st** day of **September, 2024** by and between the Board of Education of the **West Islip UFSD** (hereinafter the "**DISTRICT OF RESIDENCE**"), having its principal place of business for the purpose of this Agreement at 100 Sherman Ave., West Islip, NY 11795, and the Board of Education of the **Half Hollow Hills Central School District** (hereinafter the "**DISTRICT OF LOCATION**"), having its principal place of business for the purpose of this Agreement at **525 Half Hollow Road, Dix Hills, NY 11746**.

W I T N E S S E T H

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. **TERM**: The term of this Agreement shall be from July 1, 2024 through June 30, 2025 inclusive, unless terminated earlier as provided for in this Agreement.

B. **SERVICES AND RESPONSIBILITIES**:

1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP.

A student(s) and/or services may be added or deleted from the attached Schedule "A" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

C. **COMPENSATION**:

1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section

3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulations may define the maximum costs that may be charged hereunder.

2. The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule "A" pursuant to this Agreement and the IESP in accordance with Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.
3. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
4. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

D. TERMINATION.

This Agreement may be terminated by written notice of either party if (1) Schedule "A" has been deleted so that there are no students of the DISTRICT OF RESIDENCE entitled to special education services from the DISTRICT OF LOCATION, or (2) the State Education Department has issued guidelines to school districts governing the provision of special education services pursuant to Education Law 3602-c.

E. MISCELLANEOUS

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

To DISTRICT OF RESIDENCE: West Islip UFSD
100 Sherman Ave.
West Islip, NY 11795

To DISTRICT OF LOCATION: Half Hollow Hills CSD
525 Half Hollow Road
Dix Hills, NY 11746

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
3. 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.
4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration 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.
5. 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.
6. This Agreement, along with the attached Schedule "A", is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement
7. Except for Schedule "A", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.
9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF RESIDENCE
West Islip UFSD

DISTRICT OF LOCATION
Half Hollow Hills CSD

 By:
 President Board of Education
West Islip UFSD

Diana Acampora

 By: Diana Acampora
 President Board of Education
Half Hollow Hills CSD

Date _____

Date NOV 18 2024

AGREEMENT

This Agreement is entered into this 1st day of July, 2024 by and between WEST ISLIP UNION FREE SCHOOL DISTRICT (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795 and SMITHTOWN CENTRAL SCHOOL DISTRICT (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 26 New York Avenue, Smithtown, New York 11787.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

- A. **TERM:** The term of this Agreement shall be from July 1, 2024 through June 30, 2025 inclusive, unless terminated earlier as provided for in this Agreement.
- B. **SERVICES AND RESPONSIBILITIES:**
 1. DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP. If an IEP for any of the students covered by this Agreement was developed by DISTRICT OF RESIDENCE, and DISTRICT OF RESIDENCE obtains written parental consent, DISTRICT OF RESIDENCE shall forward the IEP to the Committee on Special Education of DISTRICT OF LOCATION. DISTRICT OF LOCATION shall provide the services recommended in such IEP, unless and until the IEP is amended by DISTRICT OF LOCATION's own Committee on Special Education.
 - a. A student(s) may be added or deleted from the attached Schedule "A" at any time. In such an event, the payment amount owed by DISTRICT OF RESIDENCE shall be adjusted accordingly.
 2. The services provided by DISTRICT OF LOCATION to students under this Agreement shall be in accordance with each student's IESP, as it may be modified from time to time.

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

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

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

C. COMPENSATION:

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

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

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

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

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

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

D. INDEMNIFICATION:

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

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

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

E. CONFIDENTIALITY:

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

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

F. REPRESENTATIONS:

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

G. INSURANCE:

1. Each party to this Agreement shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect each party from claims set forth below for which the other may be

legally liable, whether such operations be by the other party or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

2. Required Insurance:

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

H. MISCELLANEOUS

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

To DISTRICT OF RESIDENCE:
West Islip Union Free School District
100 Sherman Avenue
West Islip, New York 11795

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

2. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings,

representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

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

I. AUTHORIZATION TO ENTER INTO AGREEMENT

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

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

**WEST ISLIP UNION FREE
SCHOOL DISTRICT**

**SMITHTOWN CENTRAL
SCHOOL DISTRICT**

By: _____

By: _____

Date: _____

Date: _____



Smithtown Central School District

26 New York Avenue
Smithtown, New York 11787

Parents' Bill of Rights for Data Privacy and Security

The Smithtown Central School District is committed to protecting the privacy and security of each and every student's data. Parents should be aware of the following rights they have concerning their child's data:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record.
3. The confidentiality of a student's personally identifiable information is protected by existing state and federal laws, and safeguards such as encryption, firewalls, and password protection, must be in place when data is stored or transferred. Third party contractors are required to employ technology, safeguards and practices that align with the National Institute of Standards and Technology Cybersecurity Framework.
4. A complete list of all student data elements collected by the State Education Department is available for public review at: <https://www.nysed.gov/data-privacy-security/student-data-inventory> or by writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to file complaints about possible breaches of student data. Parents may submit a complaint regarding a potential breach by the District to John Nolan, Director of Information Technology, 26 New York Avenue, Smithtown, New York 11787. The School District shall promptly acknowledge any complaints received and commence an investigation into the complaint, while taking the necessary precautions to protect personally identifiable information. The School District shall provide a response detailing its findings from the investigation no more than sixty (60) days after receipt of the complaint. Complaints pertaining to the State Education Department or one of its third party vendors may be submitted to NYSED at <https://www.nysed.gov/data-privacy-security/report-improper-disclosure> by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, or email to privacy@nysed.gov or by telephone at (518) 474-0937.
6. In the event of a data breach or unauthorized disclosure of students' personally identifiable information, third party contractors are required by law to notify in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
7. If the District enters into a contract with a third party in which student, teacher, or principal data is shared with a third party, supplemental information for each such contract will be appended to this Parents' Bill of Rights.
8. Parents may access the State Education Department's Parents' Bill of Rights at: https://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights_2.pdf.

Acknowledged by: _____
Organization Date



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

AGENDA ITEM XI. C)
BUSINESS ITEMS
RM 1/9/2025

TO: Elisa Pellati
FROM: Lauren Lay
DATE: December 2024
RE: Bayview Library -Weeding

I am requesting the surplus of weeded books in the library collection from the Bayview Library. These materials are in poor condition or are no longer relevant.

Total Copies Weeded: 218

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

Cc: John Mullins, Kevin McLoughlin

RESOLUTION

Upon the order of the commissioner of education per Education Law §2034(6), when a period of six months from the date of election has elapsed without any proceeding being commenced in regard to such election, the board of education may by written resolution order the destruction of all unused ballots.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby approves, the destruction of unused ballots at the May 21, 2024 election.

**RESOLUTION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT
TO GRANT A TAX EXEMPTION TO ELIGIBLE VOLUNTEER FIREFIGHTERS
AS PROVIDED FOR BY REAL PROPERTY TAX LAW § 466-a**

WHEREAS, on December 9, 2022, the Governor of the State of New York signed into law Chapter 670 of the Laws of 2022, to repeal various provisions of the New York State Real Property Tax Law (RPTL) and added a new §466-a in relation to providing in relation to providing local governments with the option to provide partial property tax exemption to volunteer firefighters and volunteer ambulance workers; and

WHEREAS, RPTL Section 466-a also allows the School District to provide certain additional benefits applicable to this partial real property exemption for school district taxation purposes so long as the School District, which has authorized the exemption under RPTL Section 466-a, adopts a resolution authorizing such additional benefits; and

WHEREAS, RPTL Section 466-a repeals RPTL Section 466-c as of December 9, 2025, and any local options adopted under RPTL Section 466-c will automatically sunset at that time, unless earlier repealed by the adoption of a partial exemption authorized under RPTL Section 466-a; and

WHEREAS, the Board of Education previously adopted a partial exemption for a primary residence owned by volunteer firefighters and volunteer ambulance workers pursuant to RPTL Section 466-c; and

WHEREAS, the District has conducted the public hearing required by RPTL Section 466-a and elicited public comment on said topic; and

WHEREAS, the Board of Education has determined that the granting of a partial exemption under RPTL Section 466-a should provide at least the same exemption benefits previously granted by the Board of Education under RPTL Section 466-c; and

WHEREAS, the Board of Education has determined that authorizing the partial exemption of a primary residence owned by a volunteer firefighter or volunteer ambulance worker with a minimum service requirement of two years under RPTL Section 466-a, instead of the minimum service requirement of five years under RPTL Section 466-c, will enhance the recruitment and retention of volunteer firefighters and volunteer ambulance workers who own a primary residence within the School District;

NOW THEREFORE BE IT RESOLVED, that the Board of Education of the

West Islip Union Free School District, pursuant to RPTL Section 466-a, hereby authorizes a 10% real property tax exemption for school district taxation purposes of a primary residence owned by an enrolled volunteer firefighter or volunteer ambulance worker who meets the eligibility requirements established in this resolution;

BE IT FURTHER RESOLVED, that the enrolled volunteer member must meet all of the following requirements to be eligible for the tax exemption:

1. The enrolled member must reside in the territory served by such incorporated volunteer fire company or incorporated volunteer fire department or incorporated voluntary ambulance service;
2. The property must be the primary residence of the enrolled member;
3. The property is used exclusively for residential purposes, provided however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section; and
4. The enrolled member has been certified by the authority having jurisdiction over the volunteer as an enrolled member with at least two years of active service.

BE IT FURTHER RESOLVED, that the exemption granted under this Resolution shall continue for the un-remarried spouse of a deceased enrolled member of the incorporated volunteer fire company, incorporated volunteer fire department or incorporated voluntary ambulance service, who is killed in the line of duty upon all of the following conditions:

1. The un-remarried spouse is certified by the authority having jurisdiction over the deceased enrolled member as the un-remarried spouse of the volunteer firefighter or volunteer ambulance worker killed in the line of duty.
2. The deceased enrolled member had been an enrolled member for at least five years, or a shorter minimum period of active service authorized by Section 466-a of the RPTL.
3. The deceased enrolled member had been receiving the exemption prior to his or her death.

BE IT FURTHER RESOLVED, that an enrolled member of an incorporated volunteer fire company, incorporated volunteer fire department, or incorporated volunteer ambulance service who accrues more than twenty years of active service, and is so certified by the authority having jurisdiction over the enrolled member, shall be granted the 10 percent exemption as authorized by this Resolution for the remainder of his or her life as long as the enrolled members primary residence for which the exemption is sought under this Resolution is located within the county.

BE IT FURTHER RESOLVED, that such exemption granted under this Resolution shall continue for the un-remarried spouse of a deceased enrolled member of the incorporated volunteer fire company, incorporated volunteer fire department or incorporated volunteer ambulance service under the following conditions:

1. The un-remarried spouse is certified by the authority having jurisdiction over the deceased enrolled member as the un-remarried spouse of the deceased enrolled member.
2. The deceased enrolled member had been an enrolled member for at least twenty years.
3. The deceased enrolled member had been receiving the exemption prior to his or her death.

BE IT FURTHER RESOLVED, that any exemption granted under this Resolution shall be filed with the Town of Islip on the forms designated by the Town; and

BE IT FURTHER RESOLVED, that the Clerk of the School District is directed to provide the Town of Islip with a certified Resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall be governed by and applied in accordance with Real Property Tax Law Section 466-a.

BE IT FURTHER RESOLVED, that this Resolution shall be effective as of the date of its adoption.

The adoption of the forgoing Resolution was duly put to a vote and upon roll call, the vote was as follows:

_____)
_____)
_____)
_____)

_____)
_____)
_____)

The Resolution was thereupon declared duly adopted.

Dated: _____,
West Islip, Ne