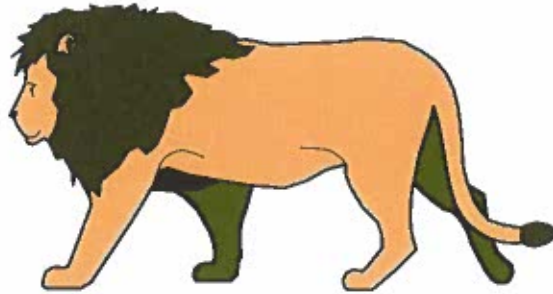


AGENDA



BOARD OF EDUCATION

February 15, 2022

Beach Street Middle School
17 Beach Street

Submitted by:
Bernadette M. Burns
Superintendent of Schools

A G E N D A
PLANNING SESSION OF THE BOARD OF EDUCATION
February 15, 2022

Beach Street Media Center

West Islip, New York

- I. CALL TO ORDER
- II. QUORUM COUNT
- III. MINUTES: A motion is needed to approve the minutes of the January 27, 2022 Special Meeting and the February 3, 2022 Regular Meeting.
- IV. ANNOUNCEMENTS
- V. PERSONNEL
- VI. APPROVAL
 - A. 2022-2023 Student Teacher Calendar
 - B. Sealed Bids
 - 1. RFP #566 Large Kitchen Equipment
 - 2. RFP #567 Smallwares
 - C. Contracts 2021-2022
 - 1. Little Flower School District Special Education Contract
 - 2. Psychological Diagnostic Evaluations of New York, PC Consultant Services Contract
 - 3. Brentwood UFSD Health Services Contract ~ \$1,427.84
 - D. Surplus of upright acoustic piano – Paul J. Bellew
 - E. Resolution re: State Environmental Quality Review Act ~ SEQRA Resolution ~ District-Wide Capital Improvement Work
- VII. EXECUTIVE SESSION: *The Board will adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will reconvene/act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.*
- VIII. CLOSING – Adjournment

The Board may adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will re-convene/act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.

SPECIAL MEETING OF THE BOARD OF EDUCATION
Virtual – January 27, 2022

PRESENT: Mr. Tussie, Mr. Antonello, Mrs. Brown, Mr. Compitello, Mrs. LaRosa,
Mr. Maginniss, Mr. McCann

ABSENT: None

ADMINISTRATORS: Mr. Taylor

ATTORNEY: None

Meeting was called to order at 5:00 p.m., followed by the Pledge.

Motion was made by Annmarie LaRosa, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Executive Session at 5:05 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 5:54 p.m. on motion by Annmarie LaRosa, seconded by Tom Compitello and carried when all Board members present voted in favor.

Meeting adjourned at 5:56 p.m. on motion by Richard Antonello seconded by Peter McCann and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock
District Clerk

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

REGULAR MEETING OF THE BOARD OF EDUCATION
February 3, 2022 – Beach Street Middle School

PRESENT: Mr. Tussie, Mr. Antonello, Mrs. Brown, Mr. Compitello, Mrs. LaRosa
Mr. Maginniss, Mr. McCann

ABSENT: None

ADMINISTRATORS: Mrs. Burns, Mrs. Morrison, Mrs. Pellati, Mr. Taylor

ABSENT: None

ATTORNEY: Mr. Arntsen

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

APPROVAL OF MINUTES

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve the minutes of the January 18, 2022 Planning Session.

The following resident wished to speak regarding an Agenda Item:

Kathryn Abbatiello – Mrs. Abbatiello inquired about agenda item - Suffolk County Police Department Memorandum of Understanding regarding - School Resource Officer. Mrs. Burns advised that the School Resource Officer is an existing relationship with the Suffolk County Police Department that is memorialized with the memorandum of understanding. The district's SRO is split with Brentwood.

PERSONNEL

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve the 2/3/2022 Personnel Agenda as listed below:

TEACHERS

- T-1 PROBATIONARY APPOINTMENT
 Alexandra Ragin, School Counselor
 Effective August 17, 2022 to August 16, 2025
 (High School; Step 14; replacing Salvatore Losardo {retired})
- T-2 PROBATIONARY APPOINTMENT (AMENDED)
 Kaitlin Palmieri, Psychologist
 Effective December 13, 2021 to December 12, 2024
 (High School; change in date from December 6, 2021 to December 5, 2024)

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

- T-3 REGULAR SUBSTITUTE
Megan Rooney, Special Education
Effective January 28, 2022 through June 30, 2022
(Manetuck; Step 1A¹; replacing Deanna Johnson {LoA})
- Sarah Campbell, Health
Effective February 2, 2022 through June 30, 2022
(Beach; Step 1A⁴; replacing Shanan Mauro {LoA})

- T-4 TENURE APPOINTMENT
Jeremy Robertson, Physical Education
Effective January 25, 2022

TEACHING ASSISTANTS

- TA-1 PROBATIONARY APPOINTMENT, (AMENDED)
Kierstin Ryder
Effective August 31, 2021 to August 30, 2025
(Bayview; change in step from Step 1 to Step 3)

CIVIL SERVICE

- CL-1 PROBATIONARY APPOINTMENT
Catherine Sinchi, Special Education Aide
Effective February 4, 2022
(Manetuck; Step 1; replacing C. Rendino {resigned})
- CL-2 SUBSTITUTE GUARD
Daniel Jagiello, effective February 4, 2022 (\$22.80/hr)
Brian Puglisi, effective February 7, 2022 (\$22.80/hr)
- CL-3 SUBSTITUTE PARAPROFESSIONAL (\$15/hr)
Jenine Schroeder, effective February 4, 2022

OTHER

SUBSTITUTE TEACHER (\$130 per diem)
Christie Rendino, effective January 20, 2022, *student teacher*

ADULT EDUCATION SPRING 2022

Alexandra Bergin (Zumba) \$35/hr
Lenny Butler (Community CPR) \$30/hr
Jake Caramico (How Money Works) no cost to West Islip
Drake Castonguay (Lifeguard) \$20/hr
Kim Crichton (Yoga, Stretch, Body Sculpt) \$35/hr
James Grover (Basketball) \$35/hr
Matthew Haszinger (Volleyball) \$35/hr
Phyllis Hintze (Ballroom Dancing) \$30/hr
Caylee Klimuszeko (Lifeguard) \$20/hr
Evan Levy (Social Security Planning) no cost to West Islip
Bruce Lieberman (Defensive Driving) no cost to West Islip
Jane Loehle (Aquacise) \$35/hr
Lea Parascandola (Lifeguard) \$20/hr

OTHER, continued

Nizza Tasayco (Volleyball) \$35/hr
Richard Tesoro (About Boat Safety) no cost to West Islip
Robert Watts (Introduction to Guitar/Piano) \$30/hr

ENRICHMENT INSTRUCTORS SPRING 2022 (\$275 per session)

Lisa Cosgrove (Coding is Cool, Coding for Kids)
Justin DeMaio (LEGOS I & II)
Michelle Edgley (Soak & Scrub, Crime Scene Capers)
Theresa Robertson (Creative Cooking I & II)

CLUBS/ADVISORS 2021-2022

MANETUCK

Coding, Louis Riley

SPRING 2022 HIGH SCHOOL COACHES

BASEBALL

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

SOFTBALL

Colleen Reilly, Varsity Coach
John T. Denninger, Assistant Varsity Coach
Edward Jablonski, J.V. Coach

BOYS TRACK

Jeremy Robertson, Varsity Coach
John Lavery, Assistant Varsity Coach

GIRLS TRACK

Nicholas Grieco, Varsity Coach
Vincent Melia, Assistant Varsity Coach

BOYS LACROSSE

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

GIRLS LACROSSE

Joseph Nicolosi, Varsity Coach
Brian Cameron, Assistant Varsity Coach
Thomas Powers, J.V. Coach
Annelise Muscietta, Assistant J.V. Coach

BOYS TENNIS

George Botsch, Varsity Coach
James Dooley, J.V. Coach
Norm Wingert, Varsity Volunteer Coach

GIRLS GOLF

Thomas Loudon, Varsity Coach

UNIFIED BASKETBALL

Ryan Foley, Coordinator

Erin Bies-Harris, Assistant Coordinator

SPRING 2022 MIDDLE SCHOOL COACHES

BASEBALL

Kevin Osburn, 7-8 Udall Coach

Frank Franzone, 7-8 Beach Coach

SOFTBALL

Tara Annunziata, 7-8 Udall Coach

BOYS TRACK

Kevin Murphy, 7-8 Udall Coach

Christopher Salerno, 7-8 Beach Coach

GIRLS TRACK

Lindsay Morgan-Valentino, 7-8 Beach Coach

BOYS LACROSSE

Greg Schmalenberger, 7-8 Udall Coach

Dennis J. Coleman, Assistant Udall Coach

Louis Riley, 7-8 Beach Coach

Michael Murray, Assistant Beach Coach

GIRLS LACROSSE

Cara Douglas, 7-8 Udall Coach

Kristen Doherty, 7-8 Beach Coach

Sarah Campbell, Assistant Beach Coach

BOYS & GIRLS SWIMMING

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

Daniel Gschwind, Assistant Udall/Beach B & G Coach

BOYS TENNIS

JoAnne Orehosky, 7-8 Udall/Beach Coach

CURRICULUM UPDATE

Mrs. Morrison informed the audience that fourth grade students at Paul J. Bellew recently went on a walking field trip to the public library and learned about all the library has to offer. A similar trip is planned for Pre-K classes at Bellew in the spring. Mrs. Traver's sixth grade writer's workshop students at Udall are learning to apply their creative thinking skills by writing their own original stories and publishing them on a secure website for classmates to view. Mrs. Hudson's Pre-K class at Oquenock recently learned why animals can stay outside during the winter without getting cold. Additional information on the learning experiences taking place throughout the district can be found on the district website.

Education Committee: Richard Antonello reported on the meeting held 2/1/2022. Items reviewed included the AP/IB programs; the Community Service and Involvement Program for the Class of 2022; Pre-K; the DEI initiative; and the change to digital administration of the SATs.

Finance Committee: Ron Maginniss reported on the meeting held on 2/1/2022. Items reviewed included the December treasurer's report; December extra-curricular report, December payroll summary, January internal claims audit report; January system manager audit report, payroll certification forms; surplus; contract; and a change order. Mrs. Pellati discussed the Tax Levy Limit for 2022-2023. Budget meetings will take place on 3/1, 3/15, 3/29, 4/12 at 7:30 p.m. in the Beach Street auditorium.

Buildings and Grounds: Peter McCann reported on the meeting that took place on 2/1/2022. Items reviewed included ongoing construction projects; the Manetuck generator; air conditioning in the cafeterias; sound systems in the middle school gyms and high school turf field; the solar roof project; capital projects; and other potential improvements. The first Masera Committee meeting will take place on February 16. There will be two sessions from 9:00 a.m.-12 p.m. and 6:00-9:00 p.m.

Special Education Committee: Debbie Brown reported on the meeting held 2/2/2022. Items discussed included updates to student placements. Annual reviews are currently being scheduled.

Safety Committee: Tom Compitello reported on the meeting held on 1/18/2022. Items reviewed included blue light cameras; camera maintenance; high school vaping education; and the high school incident on 12/10/2021 caused by social media postings.

FINANCIAL MATTERS

The treasurer's report for December was presented: beginning balance \$ 49,582,709.63; ending balance \$42,320,438.87.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve General Fund budget transfers 4130-4132 and Capital Fund budget transfers 4128-4129.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Surplus: Spanish textbooks – Beach Street Middle School; Biology textbooks – West Islip High School.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve 2021-2022 Health Services Contract – Bay Shore UFSD ~ \$17,307.87.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Change Order: Mt. Olympos Restoration, Inc. - \$20,000 – West Islip High School.

PRESIDENT'S REPORT

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Suffolk County Police Department Memorandum of Understanding re: School Resource Officer.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve revised School Reopening Plan 2021-2022.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Teamsters Local 237 Clerical Memorandum of Agreement re: negotiated agreement.

Mr. Tussie announced that Mrs. Burns would be retiring in August. On behalf of the Board, Mr. Tussie expressed that it has been an honor and a pleasure to work with Mrs. Burns for the past two years and expressed that she has been a true asset and leader for the students, faculty and staff of West Islip.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Administrative: Retirement: Bernadette M. Burns, Superintendent of Schools, effective August 15, 2022.

Mrs. LaRosa applauded Mrs. Burns for her 28 years of service to the district as a teacher, principal, assistant superintendent, and Superintendent and for her dedication to the students of West Islip. Mrs. LaRosa also thanked Mrs. Burns for her many accomplishments as Superintendent including two bond issues, athletic fields, music rooms, expanded STEM program, Science Intel winners and the naming of West Islip High School as a Blue Ribbon School, to name a few. Mrs. LaRosa wished Mrs. Burns a very happy retirement.

SUPERINTENDENT'S REPORT:

Mrs. Burns thanked the Board for the opportunity to serve the West Islip School District for 28 years and as Superintendent for the past nine years. Mrs. Burns expressed that she has been privileged to work with an amazing teaching and support staff and administrative team as well as with 13 board trustees, all of whom have worked tirelessly on behalf of the students of the district.

Mrs. Burns advised the audience that the district has been informed that it will receive COVID test kits for distribution to all interested student households prior to February recess. The kits are for use before students and staff return to school after February break. More information is forthcoming.

Mrs. Burns thanked the PTA Council and the volunteers that worked the Blood Drive. There were 59 donors resulting in 207 lives saved.

NOTICES/REMINDERS:

Mrs. LaRosa reminded everyone that P.S. I Love You Day will take place on February 11, 2022.

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

Juliana Parasmó – Juliana is a student and spoke about the ineffectiveness of masks and the long-term mental health issues for students.

Frank Mercante – Mr. Mercante spoke about the effects on students who are wearing masks and the positive results of one day of normalcy without masks for his daughter. Mr. Mercante stated that wearing a mask, social distancing and testing has created anxiety, depression and fear in children and objected to students without masks being separated from their peers. Mr. Mercante stated that Mr. Tussie is not fit to be on the Board. Mr. Tussie responded that Board members volunteer their time and are subjected to lawsuits, threats, harassment, hundreds of E-mails, public scrutiny, exploitation of their children. The Board cares about the current state of affairs but there are things they cannot control.

Lisa Curley – Mrs. Curley spoke about mandates that are unconstitutional and that teachers and staff are not qualified to practice medicine or give medical advice.

Brendan Curly – Mr. Curley advised the Board that he is issuing a Letter of Intent to the Board members and Superintendent and feels they should be held liable for not upholding their oath. He served the District Clerk with these documents.

Lisa Mercante – Mrs. Mercante expressed concern that students in the front of the building during recess were not adequately supervised and questioned the lack of consistency between this and the decision not to hold a Halloween Parade. Mrs. Burns explained that the Halloween Parade attracts over 500 attendees, and would share the concerns with Mr. Mullins. Mrs. Mercante questioned how security costs of \$200,000 were apportioned; Mrs. Pellati explained that the costs are over a three year period.

Zuzia Klusek – Zuzia is an eighth-grade student and spoke about the effects of wearing a mask, including restricted breathing, and that students who are not wearing masks are separated from other students and are not receiving the education they need from substitute teachers. Mr. Tussie advised that he hopes that the mask mandate is lifted soon.

Deborah - Deborah spoke about the antisemitic behavior her children have experienced in the community. Deborah feels these are hate crimes and is not happy with how the district has handled the threats and bullying against her children. Mrs. Burns or Mrs. Morrison will follow up with her.

Rose Hicks – Mrs. Hicks thanked the Board and spoke about her son’s medical vulnerability and how masks help to keep children safe. She urged parents to think about her son because the choices of others will affect him. Mrs. Hicks advised that students should be accepted for who they are and that nothing good comes from hate.

Veronica Galati – Mrs. Galati spoke about the importance of adults serving as role models and stated that teachers are pushing their own fear on to students. Mrs. Galati expressed that the mental health of students should be more important.

Rose Randazzo – Mrs. Randazzo stated the district does not care about parent choice. Mr. Tussie advised that the Board previously has taken steps to communicate with the Governor on two separate occasions. Mr. Antoniello reminded the audience that the policies affect the Board’s own children, as well.

Laura Vetere – Mrs. Vetere spoke about the threatening letter she received from the district about her children not wearing masks. Mrs. Vetere advised that the mask mandate is up to school boards; Mrs. LaRosa advised that is not true. Mrs. Vetere believes the COVID numbers are inflated and the district should get back to normal.

Aiden Tully – Aiden is a sixth grade student at Udall. Aiden expressed that masks should be a choice and that he wants a normal life back.

Veronique Wallrapp – Mrs. Wallrapp stated that the Board is not advocating for the students and that the law regarding masks is unconstitutional. Mr. Tussie advised that the Board twice wrote letters to the Governor regarding masks. Mrs. LaRosa advised that the Board advocates for students but when a judge makes a decision, the district must follow the decision.

Alexis DeLorenzo – Alexis is a student at Udall. Alexis hates masks and the fear everyone has regarding them. Alexis expressed that she has the right to stand up for herself and for what is right, including the right for an education and a right to breathe.

Lauren Kasuba – Mrs. Kasuba stated the government is controlling health choices and the Board has not done anything to help the community. She feels masks are unconstitutional and is asking for choice.

Tyler Burnett – Tyler is a fifth grade student at Oquenock and spoke about how happy he was to go to school mask-free for one day. Tyler declined wearing a mask when the mandate was upheld and wants to stand up for the students.

Christine Mencarelli – Mrs. Mencarelli asked Mrs. Burns if a student absence due to a mental health crisis was an excused absence from school. Mrs. Burns advised yes, as long as it is documented. Mrs. Mencarelli advised that her child attending elementary school was excused, but her child in middle school was not. Mrs. Burns will follow up.

Claudia Worley – Mrs. Worley spoke about the importance of advocating for the people you love. Mrs. Worley feels the Board and Superintendent have not advocated for the students and should be replaced.

Melissa Carley – Mrs. Carley is a nurse and spoke about the importance of educating teachers and students regarding COVID and how best to mitigate fear as we move forward. She asked the Board to fight the Governor and write more letters to advocate for students. Mrs. Burns advised that the issue of preparing for life beyond COVID has been a discussion item among superintendents and the district will share some strategies shortly.

Doreen Hantzschel – Mrs. Hantzschel wanted to clarify that she does not condone bullying and she cannot control what people think about her. She spoke about the importance of God and importantly, values.

Diana DeLorenzo – Mrs. DeLorenzo stated that the Board does not have control over the COVID mandates but do have control over how teachers treat students. Mrs. DeLorenzo stated that the students should have mask breaks and teachers must be educated on how to treat the students to minimize their fear.

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

Meeting reconvened at 10:35 p.m. on motion by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Resolution: Personnel Action – Education Law §913 Examination.

A motion to approve the following Resolution was approved unanimously by those present, on a motion by Richard Antoniello, seconded by Tom Compitello.

RESOLVED, that pursuant to §913 of the Education Law, the employee named in Executive Session and referred to as Employee “A” is hereby directed to appear for a medical examination in the office of Dr. George Ackerman and it is

FURTHER RESOLVED, that Dr. George Peter Ackerman is hereby appointed school medical inspector pursuant to §913 of the Education Law in order to evaluate said employee’s ability to perform their job duties.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Super Executive Session at 10:35 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 10:44 p.m. on a motion by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Meeting adjourned at 10:45 p.m. on a motion by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock
District Clerk

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

DRAFT

PERSONNEL:

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

TEACHING ASSISTANTS

TA-1

RETIREMENT

Karen Sessa-Jarosik
Effective April 25, 2022
(22 years)

CIVIL SERVICE

CL-1

LEAVE OF ABSENCE (unpaid)

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

Joseph Ford, Custodial Worker I
Effective March 16, 2022 through March 18, 2022
(Paul J. Bellew)

CL-2

PROBATIONARY APPOINTMENT

Danielle Pozzini, Cafeteria Aide
Effective February 16, 2022
(Manetuck; Step 1; replacing S. Micucci {retired})

Kristen Wilson, Cafeteria Aide
Effective February 16, 2022
(Paul J. Bellew; Step 1; replace K. Keller {Special Education Aide})

CL-3

CHANGE IN TITLE

William Delaney, Acting Head Custodian
Effective December 13, 2021 through January 18, 2022
(High School; Step 4; change from Custodial Worker III; replacing R. Kelly {leave})

Sergio Perdomo, Acting Head Custodian
Effective January 12, 2022 through February 11, 2022
(Beach Street; Step 10; change from Custodial Worker I; replacing A. Machowicz {leave})

William Delaney, Custodial Worker III
Effective January 19, 2022
(High School; change from Acting Head Custodian)

Sergio Perdomo, Custodial Worker I
Effective February 14, 2022
(Beach Street; change from Acting Head Custodian)

CL-4

RESIGNATION

Mary Jansons, Part-Time Food Service Worker
Effective January 31, 2022
(Beach Street)

CIVIL SERVICE, continued

CL-5

TERMINATION

Josephine Taggart, Part-Time Food Service Worker (Deceased)
Effective February 1, 2022
(Udall)

CL-6

SUBSTITUTE ASSISTANT COOK

Stefanie Berger, effective February 16, 2022 (\$21.37 hr)
Tammy Kossmann, effective February 16, 2022 (\$19.64 hr)
Paige Smith, effective February 16, 2022 (\$17.93 hr)

CL-7

SUBSTITUTE CUSTODIAN (\$15/hr)

Lyudmyla Bahlay, effective February 16, 2022
Dean Timmons, effective February 16, 2022

CL-8

SUBSTITUTE FOOD SERVICE WORKER (\$15/hr)

Mary Jansons, effective February 16, 2022

CL-9

SUBSTITUTE NURSE (\$150 per diem)

*Caitlin Psomas, effective February 16, 2022

OTHER

SUBSTITUTE TEACHER (\$130 per diem)

Troy Donnelly, effective February 16, 2022
Jade Georges, effective February 16, 2022
Eugenia Hannigan, effective February 16, 2022
Jennifer Keegan, effective February 16, 2022
Sierra Koehler, effective February 16, 2022
Amanda Kreush, effective February 16, 2022
Samantha Landhausser, effective February 16, 2022
Michael Maneri, effective February 16, 2022
Caitlin McDevitt, effective February 16, 2022
Jeanna Miller, effective February 16, 2022
Jacqueline Necroto, effective February 16, 2022
*Hannah O'Sullivan, effective February 16, 2022
*Zachary Peppito, effective February 16, 2022
Erin Shanley, effective February 16, 2022
Ashley Tanner, effective February 16, 2022
Armando Umana, effective February 16, 2022, *student teacher*
Jon Todd Vandenburg, effective February 16, 2022

**Conditional pending fingerprinting clearance*



July 2022

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

October 2022

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

5 Yom Kippur
10 Columbus Day

January 2023

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2 Holiday recess
16 Martin Luther King, Jr. Day

April 2023

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

6-14 Spring Recess

13

If there is no emergency closing, schools will be closed on May 26 and May 30
If there is one emergency closing, schools will be open on May 30 and closed on May 26.
If there are two emergency closings, schools will be open on May 26 and May 30.

August 2022

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

29 Superintendent's Conference Day {staff only}
30 First day for students

November 2022

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

8 Superintendent's Conference Day {staff only}
11 Veterans' Day
24-25 Thanksgiving

February 2023

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

20-24 Mid-winter recess

May 2023

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

26-30 Memorial Day

20

September 2022

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

5 Labor Day
26-27 Rosh Hashanah

December 2022

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

26-30 Holiday recess

March 2023

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2023

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

19 Juneteenth observed
23 Last day for students

23

Superintendent Conference Day {staff only}
Schools closed
First and last days of classes

The Board of Education reserves the right to revise this calendar if emergency school closings during the school year require additional

INTEROFFICE MEMO

DATE: 1/27/22
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – LARGE KITCHEN EQUIPMENT

Item: Large Kitchen Equipment (RFP #566 02/01/22 to 01/31/23)
Publication: Nassau/Suffolk Newsday December 24, 2021
Fund To Be Charged: Cafeteria
Bid Opening: January 7, 2022
Place Of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid: 14
Bidding: 7

RECOMMENDATION:

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

Bar Boy	\$ 390.00
Culinary Depot	\$ 154.28
Douglas Equipment	\$ 314.99
Sam Tell Companies	\$ 816.10
Total	\$1,675.37

INTEROFFICE MEMO

DATE: 1/27/22
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCIELLA, PURCHASING AGENT
RE: SEALED BIDS - SMALLWARES

Item: Smallwares (RFP #567 02/01/22 to 01/31/23)
Publication: Nassau/Suffolk Newsday December 24, 2021
Fund To Be Charged: Cafeteria
Bid Opening: January 7, 2022
Place Of Opening: South Huntington School District
Number Of Companies Bidding: Invited to Bid: 14
Bidding: 6

RECOMMENDATION:

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

Bar Boy	\$1,148.99
J & F Supplies	\$2,775.82
Sam Tell Companies	\$1,704.22
Total	\$5,629.03

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

This Agreement is entered into this **1st day of July, 2021** by and between the Board of Education of the West Islip School District (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and the Board of Education of the **Little Flower School District** (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 2460 North Wading River Road, Wading River, New York.

W I T N E S S E T H

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

WHEREAS, the RECEIVING DISTRICT 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, 2021 through June 30, 2022**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

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

SEE ATTACHED STUDENT INFORMATION SUMMARY

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

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

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

C. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement in accordance with the Commissioner's formula for calculating tuition for non-resident students.

SEE ATTACHED APPENDIX A

- A. The parties understand that this rate is subject to change by the State Education Department in accordance with Part 174 of the Regulations of the Commissioner of Education. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each student's attendance.
2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
4. The SENDING DISTRICT shall give the RECEIVING DISTRICT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination

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

2. Defense / Indemnification

- a. RECEIVING DISTRICT agrees to defend, indemnify and hold harmless the SENDING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the RECEIVING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
 - b. SENDING DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SENDING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
3. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:
- To Sending District: Elisa Pellati
Assistant Superintendent for Business
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795
- To Receiving District: Harold J. Dean, Superintendent
Little Flower UFSD
2460 North Wading River Road
Wading River, NY 11792
4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
 5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

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

SENDING DISTRICT

By: President, Board of Education

Date: _____

RECEIVING DISTRICT



By: ~~President Board of Education~~
Superintendent

Date: 2/1/22

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2021**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Psychological Diagnostic Evaluations of New York, PC (hereinafter the "CONSULTANT"), having a principal mailing address of 500 Old Country Road, Suite 100, Garden City, NY 11530.

A. TERM

1. The term of this Agreement shall be from **July 1, 2021 through June 30, 2022** and inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

Independent Educational Evaluation (Neuropsychological)

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation – \$3,500 as per attached 2021-2022 rate sheet

E. INSURANCE

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

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

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT


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

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

Psychological Diagnostic Evaluations of
New York, PC

West Islip Union Free School District

BY: _____


Erin McDonough, Ph.D
Psychologist and President

BY: _____

President, Board of Education

Supplemental Agreement between the

West Islip Union Free School District

and

Supplemental Agreement dated this 1st day of July, 2021 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Psychological Diagnostic Evaluations of New York, PC, (the "Contractor") located at 500 Old Country Road, Suite 100, Garden City, New York 11530.

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

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

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

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

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

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

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

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

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

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

- a. A student's personally identifiable information cannot be sold or released for any commercial purposes.
- b. Parents have the right to inspect and review the complete contents of their child's education record maintained by the West Islip Union Free School District.
- c. State and federal laws protect the confidentiality of personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- d. A complete list of all student data elements collected by the State is available for public review at
<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>

or a copy may be obtained by writing to:

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

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

Lisa DiSibio, *District Data Coordinator*

West Islip UFSD

100 Sherman Avenue

West Islip, New York, 11795

631-930-1583

l.disibio@wi.k12.ny.us

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

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

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

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

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

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2021. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall *return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.*

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

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

All student data is kept in filing cabinets that lock and filing cabinets are in a locked office accessible to only the contractor. All electronic files are kept in a password-protected folder on a password-protected computer.

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

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

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

5. As required by Education Law §2-d(5)(1), the Contractor hereby agrees that it shall:

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

PSYCHOLOGICAL DIAGNOSTIC
EVALUATIONS OF NEW YORK, PC

WEST ISLIP UNION FREE SCHOOL
DISTRICT

By: 

By: _____

Print Name: Erin M. McDonough

Print Name: _____

Title: Psychologist/President

Title: _____

Date: 2/4/2022

Date: _____

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 20th day of January, 2022 by and between the Board of Education of the Brentwood Union Free School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 52 Third Avenue, Brentwood, NY 11717 and the Board of Education of the West Islip Union Free School District (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, 11795.

W I T N E S S E T H

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

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

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

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

1. The term of this Agreement shall be from September 1, 2021 through June 30, 2022, inclusive.
2. PROVIDER warrants that the health and welfare services will be provided by licensed health care providers. PROVIDER further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. PROVIDER further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. PROVIDER shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. PROVIDER understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules, and regulations with respect to the services provided pursuant to this Agreement.

4. The services provided by PROVIDER shall be consistent with the services available to students attending public schools within the PROVIDER School District; and may include, but are not limited to:
 - a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
 - b. dental prophylaxis,
 - c. vision and hearing screening examinations,
 - d. the taking of medical histories and the administration of health screening tests,
 - e. the maintenance of cumulative health records, and
 - f. the administration of emergency care programs for ill or injured students.

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

5. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay PROVIDER the sum of \$713.92 per eligible pupil for the 2021–2022 school year.
6. SENDER shall pay PROVIDER within thirty (30) days of SENDER’s receipt of a detailed written invoice from PROVIDER. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, PROVIDER shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, PROVIDER shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. PROVIDER shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either PROVIDER’s or SENDER’s compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.

11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and information protected by the Family Educational Rights and Privacy Act (FERPA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA, to the extent applicable.
12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
13. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

SENDER: Ms. Bernadette Burns, Superintendent
WEST ISLIP UNION FREE SCHOOL DISTRICT
100 Sherman Avenue
West Islip, New York 11795

PROVIDER: Stacy L. O'Connor, Assistant Superintendent for
Finance & Operations
BRENTWOOD UNION FREE SCHOOL DISTRICT
52 Third Avenue
Brentwood, NY 11717
15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
18. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Suffolk, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
19. PROVIDER agrees to defend, indemnify, and hold harmless the SENDER, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines, and amounts arising from any willful act, omission, error, recklessness, or negligence of the PROVIDER, its officers, directors, agents, or employees in connection with the performance of services pursuant to this Agreement.

SENDER agrees to defend, indemnify, and hold harmless the PROVIDER, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines, and amounts arising from any willful act, omission, error, recklessness, or negligence of the SENDER, its officers, directors, agents, or employees in connection with the performance of services pursuant to this Agreement. The mutual obligations pursuant to this provision shall survive the termination of this Agreement.
20. 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.
21. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

22. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the SENDER School District.

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


SENDER
West Islip Union Free School District

Superintendent of Schools

SENDER
West Islip Union Free School District,

PROVIDER
Brentwood Union Free School District,

President, Board of Education



President, Board of Education

BRENTWOOD UFSD52 THIRD AVE
BRENTWOOD, NY 11717**INVOICE****2380**

Invoice Date 01/19/2022

Customer No. 61

Customer / Bill To:
WEST ISLIP UFSD ADMINISTRATIVE OFFICE, ACCTS PAYABLE 100 SHERMAN AVE WEST ISLIP, NY 11795

Remit To:
BRENTWOOD UFSD 52 THIRD AVE BRENTWOOD, NY 11717 ATTN: ACCOUNTING DEPARTMENT

Phone	Fax	E-Mail Address	Terms	Invoice Amount
631-434-2534	631-434-3104		UPON RECEIPT	1,427.84

Items / Services	Cost Basis	Quantity	Unit Price	Amount
HEALTH SERVICES HEALTH AND WELFARE SERVICES PROVIDED TO STUDENTS ATTENDING MDQ ACADEMY LOCATED IN THE BRENTWOOD UFSD DURING THE 2021/2022 SCHOOL YEAR	EACH	2.00	713.920	1,427.84

TOTAL: 1,427.84

Page 1 of 1

DETACH HERE AND SEND WITH PAYMENT

WEST ISLIP UFSD
ADMINISTRATIVE OFFICE, ACCTS PAYABLE
100 SHERMAN AVE
WEST ISLIP, NY 11795

Invoice No. 2380

Invoice Date 01/19/2022

Customer No. 61

Total Due: \$1,427.84**Mail Payments To:**


BRENTWOOD UFSD
52 THIRD AVE
BRENTWOOD, NY 11717
ATTN: ACCOUNTING DEPARTMENT

Payment Terms: UPON RECEIPT

Amount Enclosed:



WI
WEST ISLIP PUBLIC SCHOOLS
DEPARTMENT OF ART AND MUSIC EDUCATION
Mr. Eric R. Albinder, Director
1 Lion's Path, West Islip, NY 11795
Email: e.albinder@wi.k12.ny.us
Phone: (631)504-5806 • Fax: (631)893-3270

AGENDA ITEM VI.
APPROVAL D.
SM 2/15/2022


Memorandum

To: Elisa Pellati, Assistant Superintendent for Business

From: Eric Albinder

Date: January 14, 2022

Re: Surplus of Piano

I would like to request the surplus of an upright acoustic piano that is located at Paul J. Bellew Elementary School on the stage. We recently purchased a brand new upright piano and the one I am requesting to surplus is in horrific condition and definitely beyond its value to repair.

The make/model is a Story & Clark and the West Islip Asset Tag number is: 001187

SEQRA Resolution – District-Wide Capital Improvement Work

RECOMMENDED ACTION: “that upon the recommendation of the Superintendent, the West Islip Union Free School District Board of Education approves the following resolution:”

WHEREAS, the Board of Educational desires to embark upon the District-Wide Capital Improvement Work (Project) including:

- West Islip High School
 - Renovation of two (2) faculty toilets include new finishes and fixtures, not for ADA
 - Replacement of existing Auditorium Stage Curtains
 - Replace five (5) existing drinking fountains with new bottle-filling stations
 - Replace an existing condensing unit and the existing door/seals on an interior kitchen refrigerator walk-in unit AND replace the existing interior kitchen freezer unit.
- Beach Street Middle School
 - Replace two (2) existing drinking fountains with new bottle-filling stations
- Udall Road Middle School
 - Replace two (2) existing drinking fountains with new bottle-filling stations
- Bayview Elementary School
 - Renovation of two (2) student toilets include new finishes and fixtures, not for ADA.
 - Replace two (2) existing drinking fountains with new bottle-filling stations
 - Renovate existing parking lot – replace existing asphalt/stripe. No new drainage. No lighting.
- Manetuck Elementary School
 - Replace two (2) existing drinking fountains with new bottle-filling stations
 - Mechanical work to provide A/C to office suite (including nurse’s office)
- Oquenock Elementary School
 - Replace two (2) existing drinking fountains with new bottle-filling stations
 - Mechanical work to provide A/C to office suite (including nurse’s office)
- Paul J. Bellew Elementary School
 - Replace one (1) existing drinking fountain with new bottle-filling station

WHEREAS, said Projects are subject to classification under the State Environmental Quality Review Act (SEQRA); and

NOW, THEREFORE, BE IT RESOLVED that the Board of Educational hereby declares itself lead agency in connection with the requirements of SEQRA; and the Board of Educational, as the lead agency, has examined all information related to the Projects and has determined that the Projects as a whole are classified as a Type II Action as defined by Section 617.5(c) of the SEQRA Regulations and therefore requires no further review.

BE IT FURTHER RESOLVED, that the Board of Education hereby shall forward an official copy of this Resolution to the New York State Education Department together with a copy of the Project Review Exemption Forms from the New York State Office of Parks, Recreation and Historic Preservation, in connection with its request for approval of said Projects from the New York State Education Department.