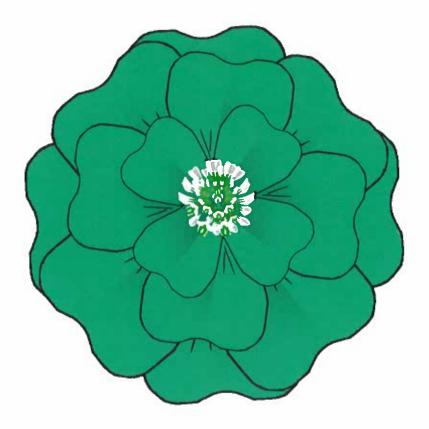
# AGENDA



# **BOARD OF EDUCATION**

March 10, 2022

Beach Street Middle School 17 Beach Street

> Submitted by: Bernadette M. Burns Superintendent of Schools

#### AGENDA

# REGULAR MEETING OF THE BOARD OF EDUCATION March 10, 2022

Beach Street Middle School

West Islip, New York

- I. CALL TO ORDER
- II. QUORUM COUNT
- III. ANNOUNCEMENTS
- IV. INVITATION TO PUBLIC The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted at the opening of the meeting. Each person or representative of a group will be limited to three minutes.
- V. APPROVAL OF MINUTES: A motion is needed to approve the minutes of the February 15, 2022 Planning Session and the February 28, 2022 Special Meeting.
- VI. PERSONNEL
- VII. CURRICULUM UPDATE

#### VIII. REPORT OF BOARD COMMITTEES

- A) Education Committee {3/8/2022}
- B) Finance Committee {3/8/2022}
- C) Buildings & Grounds Committee {3/8/2022}
- D) Special Education Committee {3/9/2022}
- E) Health and Wellness {2/8/2022 and 3/8/2022}

#### IX. FINANCIAL MATTERS

A) Treasurer's Report

#### X. BUSINESS ITEMS

- Approval of Budget Transfers
- B) Approval of Sealed Bid
  - 1. RFP #568 Direct Diversion
- C) Approval of Health Services Contract
  - Smithtown CSD ~ \$2,358.72
- D) Approval of Surplus
  - 1. Paper Cutter Rack / Asset Tag #4163 Beach
  - 2. Couch / Asset Tag #3885 Beach
- E) Approval of Change Order
  - 1. Mt. Olympos Restoration Inc. \$1,700 West Islip High School

#### XI. PRESIDENT'S REPORT

- A) Approval of recertification of District's Compact for Learning Plan
- B) Approval of Notice of Public Hearing, Budget Vote and Election of the West Islip UFSD dated March 10, 2022 including the propositions, terms, dates, and provisions set forth therein, and directs the District Clerk to publish the Legal Notice in accordance with Education Law Section 2004
- C) Approval of Resolution re: receipt of the Single Audit Report for year ended June 30, 2021 from R.S. Abrams & Co., LLP; approval of Corrective Action Plan in response to the Single Audit Report dated June 30, 2021
- Approval of West Islip Paraprofessional Chapter of WITA Memorandum of Agreement re: health insurance

#### XII. SUPERINTENDENT'S REPORT

- XIII. NOTICES/REMINDERS
- XIV. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

- XV. 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.
- XVI. **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.
- XII. CLOSING Adjournment

# SPECIAL MEETING OF THE BOARD OF EDUCATION February 28, 2022 – Beach Street Middle School Media Center

PRESENT:

Mr. Tussie, Mr. Antoniello, Mrs. Brown, Mr. Compitello, Mrs. LaRosa,

Mr. Maginniss, Mr. McCann

ABSENT:

None

**ADMINISTRATORS**:

None

ATTORNEY:

None

Meeting was called to order at 7:00 p.m., followed by the Pledge.

Motion was made by Annmarie LaRosa, seconded by Thomas Compitello and carried when all Board members present voted in favor to adjourn to Executive Session at 7:05 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:30 p.m. on motion by Richard Antoniello, seconded by Thomas Compitello and carried when all Board members present voted in favor.

Meeting adjourned at 8:31 p.m. on motion by Richard Antoniello, seconded by Thomas Compitello 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 it these minutes are on file in the District Office.

# PLANNING SESSION MEETING OF THE BOARD OF EDUCATION February 15, 2022- Beach Street Middle School

PRESENT: Mr. Tussie, Mr. Antoniello, Mr. Compitello, Mrs. LaRosa, Mr. Maginniss,

Mr. McCann

ABSENT: Mrs. Brown

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

ABSENT: None

ATTORNEY: None

Meeting called to order at 7:30 p.m.

#### APPROVAL OF MINUTES

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve the minutes of the January 27, 2022 Special Meeting and February 3, 2022 Regular Board Meeting.

#### **PERSONNEL**

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve the 2/15/2022 Personnel Agenda as listed below:

#### **TEACHING ASSISTANTS**

#### TA-1 <u>RETIREMENT</u>

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

#### **CIVIL SERVICE**

CL-1 <u>LEAVE OF ABSENCE</u> (unpaid) Pursuant to the Family Medical Leave Act of 1993

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 <u>RESIGNATION</u>

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

#### 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 <u>SUBSTITUTE NURSE</u> (\$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

#### OTHER (cont.)

#### SUBSTITUTE TEACHER (\$130 per diem)

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

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve 2022-2023 Student Teacher Calendar.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Sealed Bids: RFP#566 Large Kitchen Equipment; RFP#567 Smallwares.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve 2021-2022 Contracts: Little Flower School District Special Education Contract; Psychological Diagnostic Evaluations of New York, PC Consultant Services Contract; Brentwood UFSD Health Services Contract ~ \$1,427.84.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Surplus of upright acoustic piano – Paul J. Bellew.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolution re: State Environmental Quality Review Act ~ 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.

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 7:38 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 7:47 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 adjourn to Super Executive Session at 8:30 p.m. for the purpose of discussing personnel.

Meeting reconvened at 10:20 p.m. on motion by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Meeting adjourned at 10:20 p.m. on motion by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Respectfully submitted,

Mary Hack

Mary Hock 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:

#### **ADMINISTRATIVE**

#### A-1 <u>RETIREMENT</u>

Karen Appollo, Director of English Language Arts Effective August 15, 2022 (20 years)

## A-2 <u>LEAVE OF ABSENCE</u> (unpaid)

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

Gail Daugherty, Assistant Director of Special Education Effective February 28, 2022 through March 25, 2022 Effective March 28, 2022 through April 29, 2022 {Intermittent} (District Office)

#### **TEACHERS**

#### T-1 <u>RETIREMENT</u>

Tamra Burns, Mathematics Effective July 1, 2022 (19.5 years)

Linda Condreras, Special Education Effective July 1, 2022 (21.5 years)

James Dooley, Physical Education Effective July 1, 2022 (35 years)

Kristin Grossi, Elementary Effective July 1, 2022 (34 years)

Annette Musteric, Art Effective July 1, 2022 (37 years)

Daria Solano, Elementary Effective December 31, 2022 (21 years)

Donna Villez, Elementary Effective July 1, 2022 (30 years)

#### **TEACHERS**, continued

#### T-2

#### **LEAVE OF ABSENCE** (unpaid)

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

Michelle Loehr-Quigley, Elementary Effective February 28, 2022 through March 20, 2022 (Oquenock)

Nicoline Morrell, Mathematics Effective February 28, 2022 through May 27, 2022 (Manetuck)

#### **TEACHING ASSISTANTS**

#### TA-1

#### RETIREMENT

Linda Casciola, Special Education Effective May 1, 2022 (23 years)

Francine Simone, Special Education Effective June 25, 2022 (27 years)

#### **CIVIL SERVICE**

#### CL-1

#### RESIGNATION

Paige Gillespie, Permanent Substitute Teacher Effective March 11, 2022 (Bayview)

Dawn Pizzuto, Cafeteria Aide Effective March 11, 2022 (Bayview)

#### CL-2

#### RETIREMENT

Randall Koeper, Maintenance Mechanic III Effective April 30, 2022 (24 years)

#### **OTHER**

#### PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Dawn Pizzuto, effective March 11, 2022

#### **SUBSTITUTE TEACHER** (\$130 per diem)

Tyler Bell, effective January 31, 2022, student teacher Paige Gillespie, effective March 11, 2022 Gabriela Hernandez, effective March 11, 2022

#### **OTHER**

#### **SUBSTITUTE TEACHER** (\$130 per diem)

Jenna Lima, effective March 11, 2022 Kevin Siefert, effective March 11, 2022

#### **MENTOR PROGRAM 2021-2022**

Mentor (\$1030 Stipend {prorated})

Nancy Piccirilli (Katherine Bayern, Speech)

Dennis Pope (Seamus Burns, Technology)

Alexandra Nohowec (Ashley Pope, Technology)

#### CLUBS/ADVISORS 2021-2022

# BAYVIEW ELEMENTARY SCHOOL Drama Club, Justin DeMaio

#### **SPRING 2022 HIGH SCHOOL COACHES**

#### **BASEBALL**

Dominick LaFerrera, J.V. and Varsity Volunteer

#### **SPRING 2022 MIDDLE SCHOOL COACHES**

#### **GIRLS LACROSSE**

Corinne Geiger, Assistant Udall Coach

#### **GIRLS TRACK**

Catherine Brudi, 7-8 Udall Coach

#### **SOFTBALL**

Daniel Sliwowski, 7-8 Beach Coach

#### TRACK (PER DIEM)

Matthew Sullivan, Assistant Varsity Coach

#### INSTRUCTIONAL SWIM & FAMILY SWIM PROGRAMS 2021-2022

# Supervisor \$50 per hour

Daniel Gschwind

#### Lifeguard \$15 per hour

Harrison Bohrer Michael Flynn
Alex Burciaga Matthew Gassmann
Devin Christensen Angelique Grande
Katie Clark Jaimey Hill
Brandon Disbrow Luis Kinney
Cali Disbrow Gabrielle Martorella
Morgan Einsetler Joseph Piropato

Logan Reese Nicholas Scarmozzino Jack Schaefer Seamus Smith Shannon Thompson Matthew Triglia

#### **INTEROFFICE MEMO**

DATE:

2/22/22

TO

BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS

CC:

E PELLATI, M. STEINWEIS

FROM:

ROB NOCELLA, PURCHASING AGENT

RE:

SEALED BIDS - DIRECT DIVERSION

Item:

Direct Diversion (RFP #568 07/01/22 to 06/30/23)

Publication:

Nassau/Suffolk Newsday Jan

January 12 2022

Fund to be Charged:

Cafeteria

Bid Opening:

February 4, 2022

Place of Opening:

South Huntington School District

Number of Companies Bidding:

Invited to Bid 99

Bidding

17

#### RECOMMENDATION:

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

H. Schrier & Co.	\$ 99,641.70
Jennie O Turkey Store	\$ 16,916.10
JTM Food Group	\$ 19,868.48
Michael Foods, Inc.	\$ 22,396.95
Mivila Foods	\$ 25,415.02
Nardone Bros. Baking Co.	\$ 57,773.97
Rich Products Corp.	\$ 23,408.11

Total:

\$265,420.93

1ssue Date 02/07/2022

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

AGENDA ITEM X. C) BUSINESS ITEMS RM 3/10/2022

Due Date: 03/09/2022



# **INVOICE**

Issued To:

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

617110

Item Number	Item Description	Amount
	2021/2022 HEALTH AND WELFARE SERVICES	
		2,358.72
	0 Student(s) attending Harbor Country Day School	
	0 Student(s) attending Sts. Philip & James School	
	0 Student(s) attending St. Patrick's School	
	2 Student(s) attending Smithtown Christian School	
	(as per attached).	
	2.0000 @ 1,179.3600 per STUDENT	

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

# HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 25th day of January, 2022 by and between the Board of Education of the SMITHTOWN CENTRAL SCHOOL DISTRICT (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 26 NEW YORK AVENUE, SMITHTOWN, NEW YORK 11787, and the Board of Education of the WEST ISLIP UNION FREE SCHOOL DISTRICT (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK 11795.

#### WITNESSETH

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

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

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

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

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

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

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

- 5. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay PROVIDER the sum of \$1,179.36 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.
- PROVIDER shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
- 10. Both parties agree to provide the State access to all relevant records which the State requires to determine either PROVIDER's or SENDER's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
- 11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and information protected by the Family

Educational Rights and Privacy Act (FERPA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA, to the extent applicable.

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

SENDER:

Superintendent of Schools

WEST ISLIP UNION FREE SCHOOL DISTRICT

100 SHERMAN AVENUE WEST ISLIP, NY 11795

PROVIDER:

Superintendent of Schools

SMITHTOWN CENTRAL SCHOOL DISTRICT

26 NEW YORK AVENUE

SMITHTOWN, NEW YORK 11787

- 15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party. Any purported assignment made without consent shall be deemed void.
- 16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

- 17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
- 18. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Suffolk, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of and proceeding in any such court.
- 19. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
- 21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the SENDER School District.

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

WEST ISLIP UNION FREE SCHOOL DISTRICT

Superintendent of Schools

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WEST ISLIP UF SCHOOL DISTRICT,	SMITHTOWN CENTRAL SCHOOL DISTRICT
President, Board of Education	President, Board of Education

#### AGENDA ITEM X. D) BUSINESS ITEMS RM 3/10/2022

# BEACH STREET MIDDLE SCHOOL West Islip, New York 11795

#### **MEMORANDUM**

TO: Elisa Pellati, Asst. Superintendent for Business

CC: Amanda Harvey FROM: Andrew O'Farrell

DATE: February 15, 2022

RE: Surplus Paper Cutter Rack

Beach Street Middle School has the following item(s) for surplus:

Paper Cutter Rack, Asset Tag #4163, Brand Name: Bulman

Thank you.

# **BEACH STREET MIDDLE SCHOOL** West Islip, New York 11795

#### **MEMORANDUM**

Elisa Pellati, Asst. Superintendent for Business Amanda Harvey TO:

CC: Andrew O'Farrell FROM:

February 15, 2022 DATE: Surplus Couch RE:

Beach Street Middle School has the following item(s) for surplus:

A couch in poor condition in the Faculty Lounge/Asset Tag #3885

Thank you.

# CHANGE ORDER

OWNER ARCHITECT CONTRACTOR FIELD OTHER

$\boxtimes$	
$\boxtimes$	

AGENDA ITEM X. E) **BUSINESS ITEMS** RM 3/10/2022

SED No. 58-05-09-03-0-008-034

Project Manager, Sigrid Coons

AIA DOCUMENT G701 PROJECT: West Islip UFSD CHANGE ORDER NUMBER: 5 Phase 4b Bond Work at (name, address) West Islip High School DATE: January 4, 2022 TO CONTRACTOR: Mt. Olympos Restoration Inc. ARCHITECT'S PROJECT NO.: 17-371a 3910 Bayberry Lane (name, address) Seaford, NY 11783 CONTRACT DATE: January 10, 2020 CONTRACT FOR: General Construction. D-W (GC-1) The Contract is changed as follows: Provide all labor, materials and equipment for the following: 1. Installation of 230 sf of new VCT and 55 linear feet of rubber cove base at multiple locations. Add. ...... \$1,700.00 Not valid until signed by the Owner, Architect and Contractor. 529,000.00 Net change by previously authorized Change Orders.....\$ 96,674.81 The (Contract Sum) (Guaranteed Marinum Price) prior to this Change Order was......\$ 625,674.81 The (Contract Sum) (Couranteed Maximum Price) will (increased) (decreased) 1,700.00 The new (Contract Sum) (Guaranteed Namimum) including this Change Order will be.....\$ 627,374.81 The Contract Time will be time(cased)(decreased)(unchanged) by sero (0) days. The date of Substantial Completion as of the date of this Change Order therefore is unchanged. MOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive. BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC Burton Behrendt & Smith, Mt. Olympos Restoration Inc. West Islip UFSD ARCHITECT CONTRACTOR OWNER 244 E. Main Street 3910 Bayberry Lane 100 Sherman Avenue Address Address Address Patchogue, NY 11772 Seaford, NY 11783 West Islip ·NY 11795

> AIA DOCUMENT G701 · CHANGE ORDER + 1987 EDITION - ALAO + 01987

Date

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# NEW COMPACT FOR LEARNING DISTRICT PLAN

Recertified 1998 Recertified 2000

Amended and recertified 2002

Recertified 2004

Recertified 2006

Recertified 2008

Amended and recertified 2010

Recertified 2012

Recertified 2014

Recertified 2016
Recertified 2018

Amended and recertified 2020

Recertified 2022

## WEST ISLIP PUBLIC SCHOOLS COMPACT FOR LEARNING – DISTRICT PLAN

#### GENERAL

Consistent with the New York State Commissioner's Regulation 100.11 and with the philosophy of the West Islip Union Free School District, educational practices are greatly enhanced by the inclusion of all constituent stakeholders in the educational process. The District Compact Team encourages the active participation of all constituent groups for the effective and successful operation of all aspects of West Islip educational programs and services.

#### MISSION STATEMENT

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

#### **BELIEF STATEMENT**

We, the West Islip School District, believe that an excellent educational program requires:

- a strong partnership among parents, students, staff and community
- a safe, nurturing and healthful environment in which to teach and learn
- an open forum for discussion where all stakeholders can freely express his/her opinion
- individuals who respect diversity
- skills that develop responsible, productive members of society
- responsible, ethical behavior that engenders trust
- that we promote innovation while constantly evaluating the success of those innovations
- individuals who think critically and creatively

# SCOPE AND RESPONSIBILITY: BUILDING TEAMS/DISTRICT COMPACT TEAM – EDUCATION ISSUES SUBJECT TO SHARED DECISION MAKING

Each Building Team will prepare an annual report. Each team is encouraged to disseminate information and updates. Team meetings are open to anyone as observers.

The District Compact Team shall continue to function pursuant to the provisions of this plan. Each year by June 15, each constituent group shall submit names of District Compact Team members to the Superintendent for submission to the Board of Education for appointment at the Annual Organizational Meeting.

The District Compact Team shall review the district plan every two years. The District Compact Team shall solicit recommendations from the Building Teams prior to its bi-annual review. The District Compact Team shall reconvene four months prior to the two-year anniversary of the board's adoption of the plan in order to review, evaluate and revise the district plan as needed. Each Building Team must report and make recommendations within this timeframe.

The District Compact Team on the Compact for Learning has prepared the following list to provide direction and guidance to the Building Teams. These items should in no way be construed as all-inclusive but are simply provided as a guide relative to the scope and nature of the types of items that may be reviewed. No Building Team may take action contrary to law, Board policy or contractual agreements.

It is not required that the Building Team review each item on the list. Some teams may choose to review other areas as well, as long as the foregoing stipulations are met. The issues discussed by the Teams must relate to improved student learning and be linked to the District's standards of excellence for all students. Each Building Team will deal with specific issues as they relate to the school's mission, vision, or goals. Each issue will be discussed in light of existing data, historical perspective, and educational research. The Teams will discuss issues as indicated below:

- Student Performance {General not specific}
- Curriculum
- Instruction
- Assessment
- Student Conduct/Behavior
- Parent Involvement
- Extracurricular and Co-Curricular Activities
- Budget Preparation and Allocation
- Public Relations/Community Relations
- Staffing
- Student Enrichment
- Field Trips
- Program Enrichment
- Class Size
- Employee Working Conditions
- Education Policies & Mission Statement of Board of Education

- Student Recognition
- Agenda/Meeting Times
- Homework Policy
- Articulation/Communication of school issues with stakeholders
- Orientation
- Calendar
- Dress Code
- Extra Help Programs
- Open House
- Parent Conferences
- Allocation of Donated Funds
- Staff Development/Superintendent's Conference Day
- Collaboration with Community Organizations
- Parenting Workshops
- Implementation of SAVE Legislation

# COMPOSITION OF SITE BASED TEAMS AND THE MANNER AND EXTENT OF EXPECTED INVOLVEMENT OF ALL PARTIES

The composition of Building Teams shall include the following:

Middle School High School Elementary 1 Principal 1 Principal 1 Principal 5 Teachers 4 Teachers 4 Teachers 2 Non-teaching Members 1 Non-teaching Member 1 Non-teaching Member 3 Parent Members 3 Parent Members 3 Parent Members {1 selected by the PTA} {1 selected by the PTA} {1 selected by the PTA} 2 Students 1 Student - optional {no more than 1 senior} 1 Business/Commercial Member

Total: 9 Members Total: 9/10 Members Total: 14 Members

The length of term for Building Team Members shall be as follows:

- Members will serve a two-year term with two consecutive terms allowed {four years}.
- All terms run from July 1 to June 30.
- For the first year of the term only, half the team will be chosen to serve a three-year term. One-half of each representative group shall be randomly assigned.
- A representative of that constituent group who will serve the unexpired term may replace persons no longer able to serve.
- All team members must be members of the school's community.
- All team members must either have children in the building, be employed in the building, or be a student in the building, except in the case of the Business/Commercial member on the high school team.

The selection of Building Team Members will include the following:

• Principal Mandated

Teachers
 West Islip Teachers' Association

Non-teaching Paraprofessional/Nurse – West Islip Teachers' Association

Custodial/Food Service ~ UPSEU Local 424

Clerical ~ Teamsters Local 237

PTA Member Parent Teacher Association

Randomly selected parents
 Chosen through building lottery with applications sent to the

building principals

Students
 One student chosen from the student government and one selected

randomly. {Only one student may be a senior. At the middle school level, a

student may be selected at the discretion of the Building Team.

Building Teams shall meet at least monthly, or more frequently as determined by each team. There will be an annual delegate conference to be held in June of each year. Minutes are required at each building meeting. Each Building Team will submit an annual report each June to the District Compact Team. An instrument of evaluation shall accompany all initiatives. At least one member of each Building Team shall attend the semi-annual delegate conference to share ideas and make recommendations. Building Teams are encouraged to share ideas and communicate on an ongoing basis with the District Compact Team. Each Building Team will choose its Chairperson and Recording Secretary.

#### MEANS AND STANDARDS TO EVALUATE STUDENT ACHIEVEMENT

Exit Outcomes: The measurable/observable results attained from the process of Outcomes Based Education i.e., what students must know, be like, and do in order to achieve success as adults. The means of evaluation should be focused on the outcomes desired.

Expected student outcomes for West Islip are as follows:

- self-esteem
- good health
- appreciating diversity
- basic RRR
- confidence in their skills
- joy of living
- best person they can be
- commitment and responsibility
- individuality
- collaboration
- sense of humor

- vision
- respect for self and others
- pride in work and achievement
- lifetime learners love of learning
- accept success and failure
- achieve mastery in all academic subjects
- organizational skills
- self-discipline
- problem solving
- contribute to society and community
- intellectual curiosity

Means: Potential means to assess student achievement may include, but not be limited to the following:

- teacher made examinations
- standardized test scores
- alternative authentic assessment
- post high school education statistics
- employment rate
- district standards of excellence

- final course results
- state test scores
- percentage of students retained
- participation in co-curricular activities
- dropout rate
- achieving mastery

Note: The Comprehensive Assessment Report will be used as a reference for the above where appropriate.

Specific benchmarks for standards of excellence will be developed by building committees and reviewed by the District committee. The District committee will develop more general benchmarks to ensure uniformity of District Goals. All stakeholders must have ownership of the outcomes of education at the school district level.

Standardized multiple choice tests should not be used as the only means for evaluating improvement in student achievement. Standardized tests that are criterion-referenced to curriculum content {i.e., department final exams and Regents exams} are preferable to standardized tests that are not connected to curriculum and instruction. Authentic, performance-based assessment are connected to instruction, intrinsically motivating and foster understanding and analysis. Wherever possible, student achievement should be evaluated by authentic performance-based assessments.

All evaluation should be accompanied by the understanding that fundamental change will take time and requires constant support and input of all stakeholders.

#### **ACCOUNTABILITY**

The most important goal of all Building Teams is the improvement of student achievement. All members of the committee are therefore accountable for developing plans to improve student achievement that include identified expected outcomes; provide for assessment practices; make any necessary revisions; and report the results to their constituents. Each team shall report its results to the District Compact Team.

Similarly, all other decisions relating to issues other than student achievement must be assessed, revised as needed, and communicated.

Each stakeholder group selects its own representatives to the Building Teams. Each stakeholder group is responsible for establishing procedures for holding its representatives accountable, and for their removal, if deemed necessary. Representatives shall make every effort to keep their stakeholders informed and to seek support for decisions reached by consensus of the committee.

Representatives to shared decision-making committees demonstrate their stakeholder group's accountability to the committee through the commitment and seriousness of purpose that they bring to the functioning of the committee {i.e., attendance at meetings, open and honest participation, and creative problem solving}.

Representatives to shared decision-making committees demonstrate their stakeholder group's accountability to the plan by their commitment to the plan's common set of goals and objectives, and sincere commitment to implement specific decisions made.

#### CONFLICT RESOLUTION

All decisions will be arrived at by consensus. When a Building Team reaches a point at which it cannot reach consensus on an issue, the School Superintendent shall be notified. The Superintendent shall appoint a district team member(s) as a (the) mediator(s) and the entire District Compact Team shall be notified.

#### SPECIFIC CHARGE PURSUANT TO FEDERAL REGULATORY AUTHORITY:

The District will comply with all the Federal and State requirements for parental involvement. The coordination of activities for parental involvement in decision-making and planning of programs with State and Federal funds including, but not limited to, Title 1, Special Education, will be carried out as follows, and all other State or Federal programs that require parental involvement or may in the future.

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

NOTICE IS HEREBY GIVEN, that a Public Hearing of the qualified voters of the West Islip Union Free School District, Town of Islip, Suffolk County, New York, will be held in the Beach Street Middle School, in said district on May 10, 2022 at 7:00 PM, prevailing time, for the transaction of business as authorized by the Education Law, including the following items:

- 1. To present to the voters a detailed statement (proposed budget) of the amount of money which will be required for the 2022-2023 fiscal year.
- 2. To discuss all the items hereinafter set forth to be voted upon by voting machines at the Budget Vote and Election to be held on Tuesday, May 17, 2022.
- 3. To transact such other business as may properly come before the meeting pursuant to Education Law of the State of New York and acts amendatory thereto.

AND FURTHER NOTICE IS HEREBY GIVEN that a copy of the statement of the amount of money which will be required to fund the School District's budget for 2022-2023, exclusive of public moneys, may be obtained by any resident of the District beginning Friday, April 29, 2022 between the hours of 8:00 AM – 4:00 PM, prevailing time, except Saturday, Sunday or holidays at the Office of the District Clerk, 100 Sherman Avenue, West Islip, NY 11795, at the West Islip Public Library and on the District's internet website.

AND FURTHER NOTICE IS HEREBY GIVEN, that said Budget Vote and Election will be held on Tuesday, May 17, 2022, in the West Islip High School, between the hours of 7:00 AM - 9:00 PM, prevailing time, at which time the polls will be opened to vote by voting machine upon the following items:

## 1. Budget Vote

To adopt the annual budget of the School District for the fiscal year 2022-2023 and to authorize the requisite portion thereof to be raised by taxation on the taxable property of the District.

#### 2. <u>Use of Capital General Capital Reserve Fund</u>

To authorize the West Islip Union Free School District to undertake certain capital improvements consisting of (i) installing security window film on school building windows; (ii) renovating twelve (12) tennis courts at West Islip High School and Udall Road Middle School; (iii) extending the campus-style fencing at West Islip High School along Higbie Lane; (iv) renovating six (6) restrooms at Beach Street Middle School and Udall Road Middle School; (v) creating an additional parking area at Paul J. Bellew Elementary School; and (vi) replacing building fire alarms at West Islip High School, all at an estimated maximum aggregate cost of \$2,600,000 and to appropriate and expend such amount from the General Capital Reserve Fund.

## 3. Establishment of General Capital Reserve Fund II

SHALL the Board of Education, pursuant to Education Law section 3651, be authorized to establish a Capital Reserve Fund known as the "General Capital Reserve Fund II" for the purpose of funding future district wide improvements, renovations and/or alterations, including but not limited to construction, renovation, improvement, alteration and/or replacement of district wide facilities and property, capital improvements related to changes in future enrollment, other infrastructure improvements and similar projects, and the purchase or acquisition of equipment and motor vehicles, and associated or incidental work, services and expenses. Any proposed project to be undertaken with these funds will require voter authorization at a future public vote. The General Capital Reserve Fund II will be funded with available monies from the District's fund balance and/or reserves, as authorized herein. Such capital reserve fund shall be for a probable term of twenty (20) years and will commence on June 30, 2022 and expire on June 30, 2042. The capital reserve fund will be capitalized in a total amount not to exceed Thirty Million Dollars (\$30,000,000), plus interest, during the term of the fund. The source of the funding of the capital reserve fund shall include an annual transfer of surplus money, if any, from the District's General Fund's unassigned fund balance, as may be available as of the end of each fiscal year from June 30, 2022 through and including June 30, 2042, and any other sources permitted by law, including transfers from existing reserves. Upon the establishment and funding of said reserve, the Superintendent of Schools or his/her designee shall be directed to deposit monies of this reserve fund in a separate bank account to be known as the "General Capital Reserve Fund II."

4. To elect three (3) members of the Board of Education for a three-year term commencing July 1, 2022, and expiring on June 30, 2025, to fill the positions held by Thomas Compitello, Annmarie LaRosa and Peter McCann whose terms expire on June 30, 2022.

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

AND FURTHER NOTICE IS HEREBY GIVEN, that petitions nominating candidates for the office of member of the Board of Education shall be filed with the Clerk of said School District at her office in the Administrative Office at 100 Sherman Avenue, West Islip, NY 11795, not later than April 18, 2022, between 9:00 AM and 5:00 PM, prevailing time. Each petition shall be directed to the Clerk of the District; must be signed by at least 36 qualified voters of the District (representing 2% of the number of voters who voted in the 2021 annual election); Vacancies on the Board of Education are not considered separate, specific offices; candidates run at large. Nominating petitions shall not describe any specific vacancy upon the Board for which the candidate is nominated.

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

AND FURTHER NOTICE IS HEREBY GIVEN, the voters may register with the Clerk of said School District at her office in the District Administration Office, 100 Sherman Avenue, West Islip, NY 11795, between the hours of 8:00 a.m. to 4:00 p.m. when school is in session at any day prior to May 13, 2022 to add any additional names to the Register to be used at the aforesaid election, at which time any person will be entitled to have his or her name placed on such Register provided that at such meeting with the Clerk of said School District he or she is known or proven to the satisfaction of the Clerk of said School District to be then or thereafter entitled to vote at such election for which the Register is prepared. The Register so prepared pursuant to Section 2014 of the Education Law will be filed in the Office of the District Clerk, at her office in the District Administration Office, 100 Sherman Avenue, West Islip, NY 11795, and will be open for inspection by any qualified voter of the District beginning on and after Thursday, May 12, 2022, between the hours of 8:00 AM — 4:00 PM, prevailing time, on Saturday, May 14, 2022 by prearranged appointment only between the hours of 10:00 AM and 1:30 PM, and on May 17, 2022, the day set for the election except Sunday, and at the polling place(s) on the day of the vote.

AND FURTHER NOTICE IS HEREBY GIVEN, that pursuant to Section 2014 of the Education Law of the State of New York, the Board of Registration will meet on Tuesday, May 17, 2022, between the hours of 7:00 AM – 9:00 PM, prevailing time, at the West Islip High School, to prepare the Register of the School District to be used at the Budget Vote and Election to be held in 2022, and any special district meeting that may be held after the preparation of said Register, at which time any person will be entitled to have his or her name placed on such Register provided that at such meeting of said Board of Registration he or she is known or proven to the satisfaction of such Board of Registration to be then or thereafter entitled to vote at the school election for which said Register is prepared, or any special district meeting held after May 17, 2022.

AND FURTHER NOTICE IS HEREBY GIVEN, that applications for absentee ballots are obtainable online at: www.wi.k12.ny.us and will be obtainable during school business hours from the District Clerk beginning Monday, April 25, 2022; completed applications must be received by the District Clerk no earlier than April 18, 2022 and at least seven (7) days before the election, May 10, 2022, if the ballot is to be mailed to the voter, or the day before the election, May 16, 2022, if the ballot is to be delivered personally to the voter. Absentee ballots must be received by the District Clerk not later than 5:00 p.m., prevailing time, on Tuesday, May 17, 2022.

A list of persons to whom absentee ballots are issued will be available for inspection to qualified voters of the District in the Office of the District Clerk on and after Thursday, May 12, 2022, on each day prior to the day set for the election, except Sunday, on Mondays through Fridays between the hours of 8:00 AM - 4:00 PM, prevailing time, on Saturday, May 14, 2022 by prearranged

appointment only between the hours of 10:00 AM and 1:30 PM, and on May 17, 2022, the day set for the election. Any qualified voter then present in the polling place may object to the voting of the ballot upon appropriate grounds by making his or her challenge and the reasons therefore known to the Inspector of Election before the close of the polls.

AND FURTHER NOTICE IS HEREBY GIVEN, that military voters who are not currently registered may apply to register as a qualified voter of the school district. An application for registration as a military voter can be requested from Mary Hock, District Clerk, West Islip UFSD, 100 Sherman Avenue, West Islip, New York 11795 by mail or e-mail <a href="mailto:m.hock@wi.k12.ny.us">m.hock@wi.k12.ny.us</a> Monday through Friday when school is in session from 8:00 a.m. to 4:00 p.m. the application for registration must be received in the office of the clerk no later than 5:00 pm on April 21, 2022, which is the day before the last day for the transmission of military ballots. In the request for an application for registration, the military voter is permitted to designate his/her preference for receiving the application for registration by mail, facsimile transmission or electronic mail.

AND FURTHER NOTICE IS HEREBY GIVEN, that military voters who are qualified voters of the district may submit an application for a military ballot from Mary Hock, District Clerk, West Islip UFSD, 100 Sherman Avenue, West Islip, New York 11795 by mail or e-mail m.hock@wi.k12.ny.us Monday through Friday when school is in session from 8:00 a.m. to 4:00 p.m.; in order to receive a military ballot, the military ballot application must be received no later than 5:00 pm on April 21, 2022, which is the day preceding the last day for transmission of military ballots. In the request for an application for a military ballot, the military voter is permitted to designate his/her preference for receiving the application for a military ballot, and the military ballot, by mail, facsimile transmission or electronic mail. All qualified military voters' ballot application and military ballot must be returned by mail or in person. Ballots for military voters shall be distributed to qualified military voters no later than April 22, 2022. Military ballots must be received by the District Clerk (1) before the close of the polls, on Tuesday, May 17, 2022, and must show a cancellation mark of the United States postal service or a foreign country's postal service, or must show a dated endorsement of receipt by another agency of the United States Government; or (2) not later than 5:00 pm on the day of the election and be signed and dated by the military voter and one witness, with a date ascertained to be not later than the day before the election.

AND FURTHER NOTICE IS HEREBY GIVEN, that pursuant to a rule adopted by the Board of Education in accordance with Section 2035 of the Education Law, any referenda or propositions to amend the budget, or otherwise to be submitted for voting at said election, must be filed with the Clerk of the Board of Education at the District Office, 100 Sherman Avenue, West Islip, NY 11795, in sufficient time to permit notice of the proposition to be included with the Notice of the Public Hearing, Budget Vote and Election required by Section 2004 of the Education Law or on or before Friday, March 18, 2022, at 4:00 PM, prevailing time; must be typed or printed in the English language; must be directed to the Clerk of the School District; must be signed by at least 178 qualified voters of the District (representing 10 percent of the number of voters who voted in the previous annual election); and must legibly state the name of each signer. However, the School Board will not entertain any petition to place before the voters any proposition the purpose of which is not within the powers of the voters to determine, which is unlawful, or any proposition

which fails to include a specific appropriation where the expenditure of monies is required by the proposition, or where other valid reason exists for excluding the proposition from the ballot.

Dated: West Islip, New York March 10, 2022 By Order of the BOARD OF EDUCATION OF THE West Islip Union Free School District West Islip, NY 11795 Mary Hock, District Clerk BE IT RESOLVED, that the Board of Education of the West Islip School District acknowledges receipt of the Single Audit Report for the year ended June 30, 2021 from R.S. Abrams & Co., LLP.

Recommend the Board of Education approve the Corrective Action Plan in response to the Single Audit Report dated June 30, 2021, submitted by the Assistant Superintendent for Business.

#### WI

# **West Islip Union Free School District**

The Michael and Christine Freyer Administration Building 100 Sherman Ave. • West Islip, N.Y. 11795

# CORRECTIVE ACTION PLAN RELATED TO 2020-2021 SINGLE AUDIT REPORT

#### **FINDING # 2021-001**

#### U.S. Department of Agriculture - Passed-through the NYS Education Department

National School Lunch Program (Non-Cash Food Distribution); ALN 10.555; Grant Period – Fiscal Year Ended June 30, 2021

Summer Food Service Program; ALN 10.559; Grant Period - Fiscal Year Ended June 30, 2021

Significant Deficiency

Criteria: According to 2 CFR section 200.305(b)(5), when non-federal entities are funded under the

reimbursement method, the entity should pay for costs for which reimbursement was

requested prior to the date of the reimbursement request.

<u>Condition:</u> During our audit we noted the monthly claims for reimbursement are not compared to

reports from the point of sale ("POS") system by an individual other than the preparer of

the claims report.

<u>Cause:</u> A second review of monthly claims for reimbursement will provide additional assurance

that claims are based on actual meals served.

Effect: Claims for reimbursement may not be accurately reported, as a result payments received

may not be based on actual meals served.

Recommendation: We recommend that the District have an individual other than the preparer of the claims

report review the reports from the POS system to verify that the number of meals claimed

is based on actual meals served.

#### District's Response:

The District is in agreement that monthly claims for school meal reimbursements were not previously reviewed by an individual other than the preparer of the monthly claim (Business & Operations Administrator, Christine Kearney). Historically, the preparation and submission of this simple form in the New York State Education Department (NYSED) Child Nutrition Management System (CNMS) portal has been a process completed by one person.

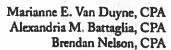
However, a new procedure has been developed for the preparation and submission of the monthly meal claim. This updated procedure is now a two-person process that involves both the District's Business & Operations Administrator and the School Lunch Manager (Melanie Steinweis). As part of this new procedure, the School Lunch Manager will review all submitted monthly meal claims, as prepared and submitted by the Business & Operations Administrator. The School Lunch Manager will confirm the accuracy of the submitted claim, or will indicate that a correction to the claim is needed. If the submitted claim is accurate, no further action is taken. If the submitted claim requires a correction, the Business & Operations Administrator will email the District's NYSED CN representative to correct the claim.

This procedure has been implemented, beginning with the January 2022 claim submitted to the NYSED CNMS portal on 2/9/2022.

# WEST ISLIP UNION FREE SCHOOL DISTRICT SINGLE AUDIT REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2021

# WEST ISLIP UNION FREE SCHOOL DISTRICT SINGLE AUDIT REPORT TABLE OF CONTENTS

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# INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Education
West Islip Union Free School District

# Report on Compliance for Each Major Federal Program

We have audited West Islip Union Free School District's (the "District") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the fiscal year ended June 30, 2021. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

#### Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

#### Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the District's compliance.

#### Opinion on Each Major Federal Program

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the fiscal year ended June 30, 2021.

ISLANDIA: 3033 EXPRESS DRIVE NORTH, SUITE 100 • ISLANDIA, NY 11749 WHITE PLAINS: 50 MAIN STREET, SUITE 1000 • WHITE PLAINS, NY 10606 PHONE: (631) 234-4444 • FAX: (631) 234-4234

#### Other Matters

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with the Uniform Guidance and which is described in the accompanying schedule of findings and questioned costs as item 2021-001. Our opinion on each major federal program is not modified with respect to this matter.

The District's response to the noncompliance finding identified in our audit is described in the District's corrective action plan. The District's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

#### **Report on Internal Control over Compliance**

Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies, and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we identified a certain deficiency in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as item 2021-001, that we consider to be a significant deficiency.

The District's response to the internal control over compliance finding identified in our audit is described in the District's corrective action plan. The District's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

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

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

We have audited the financial statements of the governmental activities, each major fund, and the fiduciary fund of the District as of and for the fiscal year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements. We issued our report thereon dated October 14, 2021, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

R. S. abrana + Co. XXP

R.S. Abrams & Co., LLP

Islandia, NY

February 22, 2022

(except for our report on the schedule of expenditures of federal awards, for which the date is October 14, 2021)

#### WEST ISLIP UNION FREE SCHOOL DISTRICT SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE FISCAL YEAR ENDED JUNE 30, 2021

Federal Grantor/Pass-through Grantor Program Title	Assistance Listing Number (ALN)	Agency or Pass-through Number	Program Expenditures	Total Expenditures by ALN
U.S. Department of Education				
Passed-through NYS Education Department:				
Special Education Grants to States (IDEA, Part B)	84.027	0032-21-0926	\$ 1,168,997	\$ 1,168,997
Special Education Preschool Grants (IDEA Preschool)	84.173	0033-21-0926	\$ 55,841	55,841
Total Special Education Cluster			\$ 1,224,838	
Title I Grants to Local Educational Agencies	84.010	0021-21-3145	\$ 195,708	195,708
Supporting Effective Instruction State Grant Supporting Effective Instruction State Grant	84.367 84.367	0147-20-3145 0147-21-3145	\$ 2,597 25,298	27,895
Student Support and Academic Enrichment Grants Student Support and Academic Enrichment Grants	84.424 84.424	0204-20-3145 0204-21-3145	\$ 21,740 10,106	31,846
Education Stabilization Fund COVID-19 - Governor's Emergency Education Relief Fund	84.425C	5895-21-3145	\$ 31,208	31,208
COVID-19 - Elementary and Secondary School Emergency Relief Fund	84.425D	5890-21-3145	\$ 184,138	184,138
Total Education Stabilization Fund Cluster			\$ 215,346	
Total U.S. Department of Education				\$ 1,695,633
U.S. Department of Agriculture				
Passed-through NYS Education Department:				
National School Lunch Program (Non-Cash Food Distribution)	10.555	N/A	\$ 113,194	\$ 113,194
Summer Food Service Program (Cash Assistance)	10.559	N/A	\$ 1,143,771	1,143,771
Total Child Nutrition Cluster			\$ 1,256,965	
Total U.S. Department of Agriculture				\$ 1,256,965
Total Federal Awards Expended				\$ 2,952,598

## WEST ISLIP UNION FREE SCHOOL DISTRICT NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE FISCAL YEAR ENDED JUNE 30, 2021

#### 1. BASIS OF PRESENTATION:

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of West Islip Union Free School District (the "District") under programs of the federal government for the fiscal year ended June 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the District, it is not intended to and does not present the financial position, changes in net position or cash flows of the District.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. The value of food commodities was calculated using the U.S. Department of Agriculture's Food and Nutrition Service commodity price lists. Federal awards that are included in the Schedule may be received directly from federal agencies, as well as federal awards that are passed through from other government agencies. Pass-through entity identifying numbers are presented where available.

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

#### 3. <u>INDIRECT COST RATE:</u>

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

#### 4. **SUBRECIPIENTS:**

No amounts were provided to subrecipients.

#### 5. OTHER DISCLOSURES:

No insurance is carried specifically to cover equipment purchased with federal funds. Any equipment purchased with federal funds has only a nominal value, and is covered by West Islip Union Free School District's casualty insurance policies.

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

# WEST ISLIP UNION FREE SCHOOL DISTRICT SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE FISCAL YEAR ENDED JUNE 30, 2021

# PART I SUMMARY OF AUDITOR'S RESULTS

## Financial Statements Unmodified Type of auditor's opinion(s) issued: Internal control over financial reporting: Material weakness(es) identified? \_yes Significant deficiencies identified that are not x none reported yes considered to be material weakness(es)? Noncompliance material to financial statements noted? yes x no Federal Awards Internal control over major programs: Material weakness(es) identified? \_\_\_\_yes \_\_\_x\_no Significant deficiencies identified that are not \_\_\_none reported x yes considered to be material weakness(es)? Unmodified Type of auditor's opinion(s) issued on compliance for major programs: Any audit findings disclosed that are required to be reported x yes in accordance with section 2 CFR 200.516(a)? Identification of major programs: Name of federal program Assistance Listing Number(s) Education Stabilization Fund Cluster 84.425C & 84.425D Child Nutrition Cluster 10.555 & 10.559 Dollar threshold used to distinguish between Type A and Type B \$750,000 **Programs** Auditee qualified as low risk? <u>x</u> yes <u>no</u>

# WEST ISLIP UNION FREE SCHOOL DISTRICT SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE FISCAL YEAR ENDED JUNE 30, 2021

## PART II FINANCIAL STATEMENT FINDINGS

There are no financial statement findings to be reported.

## PART III FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

#### **FINDING # 2021-001**

#### U.S. Department of Agriculture – Passed-through the NYS Education Department

Summer Food Service Program; Assistance Listing Number 10.559; Grant Period – Fiscal Year Ended June 30, 2021

Significant Deficiency

Criteria: According to 2 CFR section 200.305(b)(5), when non-federal entities are

funded under the reimbursement method, the entity should pay for costs for which reimbursement was requested prior to the date of the reimbursement

request.

Condition: During our audit we noted the monthly claims for reimbursement are not

compared to reports from the point of sale ("POS") system by an individual

other than the preparer of the claims report.

Cause: A second review of monthly claims for reimbursement will provide

additional assurance that claims are based on actual meals served.

Effect: Claims for reimbursement may not be accurately reported, as a result

payments received may not be based on actual meals served.

Recommendation: We recommend that the District have an individual other than the preparer of

the claims report review the reports from the POS system to verify that the

number of meals claimed is based on actual meals served.

District's Response: The District's response is included in their corrective plan.

# WEST ISLIP UNION FREE SCHOOL DISTRICT SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE FISCAL YEAR ENDED JUNE 30, 2021

#### FINDING # 2020-001:

According to 34 CFR Section 300.203, and the OMB Compliance Supplement, IDEA Part B funds received by a school district cannot be used, except under certain limited circumstances, to reduce the level of expenditures for the education of children with disabilities made by the school district from local funds, or a combination of state and local funds, below the level of those expenditures for the preceding fiscal year. To meet this requirement, school districts must meet (1) the eligibility standard using budgeted amounts and (2) the compliance standard using prior year's expenditures. prior year audit we noted certain expenditures for tuition, professional services, and supply expenditures were inadvertently left off the 2018-2019 compliance calculator, and the 2019-2020 eligibility calculator filed with the state. We recommended the District develop a system to review the maintenance of effort calculator with all supporting documentation before submitting it to the State. We also recommended that District officials contact the State to verify procedures to file a revised calculation, if considered necessary.

**STATUS:** Implemented.

# WEST ISLIP UNION FREE SCHOOL DISTRICT CORRECTIVE ACTION PLAN FOR THE FISCAL YEAR ENDED JUNE 30, 2021

The District's corrective action plan is under separate cover.

#### WI

# **West Islip Union Free School District**

The Michael and Christine Freyer Administration Building 100 Sherman Ave. • West Islip, N.Y. 11795

# CORRECTIVE ACTION PLAN RELATED TO 2020-2021 SINGLE AUDIT REPORT

#### **FINDING # 2021-001**

## U.S. Department of Agriculture - Passed-through the NYS Education Department

Summer Food Service Program; ALN 10.559; Grant Period - Fiscal Year Ended June 30, 2021

Significant Deficiency

<u>Criteria:</u> According to 2 CFR section 200.305(b)(5), when non-federal entities are funded under the

reimbursement method, the entity should pay for costs for which reimbursement was

requested prior to the date of the reimbursement request.

<u>Condition:</u> During our audit we noted the monthly claims for reimbursement are not compared to

reports from the point of sale ("POS") system by an individual other than the preparer of

the claims report.

<u>Cause:</u> A second review of monthly claims for reimbursement will provide additional assurance

that claims are based on actual meals served.

Effect: Claims for reimbursement may not be accurately reported, as a result payments received

may not be based on actual meals served.

Recommendation: We recommend that the District have an individual other than the preparer of the claims

report review the reports from the POS system to verify that the number of meals claimed

is based on actual meals served.

#### District's Response:

The District is in agreement that monthly claims for school meal reimbursements were not previously reviewed by an individual other than the preparer of the monthly claim (Business & Operations Administrator, Christine Kearney). Historically, the preparation and submission of this simple form in the New York State Education Department (NYSED) Child Nutrition Management System (CNMS) portal has been a process completed by one person.

However, a new procedure has been developed for the preparation and submission of the monthly meal claim. This updated procedure is now a two-person process that involves both the District's Business & Operations Administrator and the School Lunch Manager (Melanie Steinweis). As part of this new procedure, the School Lunch Manager will review all submitted monthly meal claims, as prepared and submitted by the Business & Operations Administrator. The School Lunch Manager will confirm the accuracy of the submitted claim, or will indicate that a correction to the claim is needed. If the submitted claim is accurate, no further action is taken. If the submitted claim requires a correction, the Business & Operations Administrator will email the District's NYSED CN representative to correct the claim.

This procedure has been implemented, beginning with the January 2022 claim submitted to the NYSED CNMS portal on 2/9/2022.