

AGENDA



PLANNING SESSION OF THE BOARD OF EDUCATION

June 20, 2023
7:30 p.m.

Beach Street Middle School
17 Beach Street

Submitted by:
Dr. Paul Romanelli
Superintendent of Schools

A G E N D A
PLANNING SESSION OF THE BOARD OF EDUCATION
June 20, 2023

Beach Street Middle School 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 June 8, 2023 Regular Meeting.
- IV. ANNOUNCEMENTS
- V. PERSONNEL
- VI. APPROVAL
 - A. Cullen & Danowski Engagement Letter for Risk Assessment for fiscal year ending June 30, 2024
 - B. Volz & Vigliotta PLLC - General Counsel Services Agreement July 1, 2023 – June 30, 2024
 - C. Scholarship Donation from Suffolk Association of School Business Officials → \$500.00 → WIUFSD
 - D. WITA Memorandum of Agreement re: Negotiated Agreement July 1, 2023 – June 30, 2027
 - E. Resolution to bid jointly on Food Service Commodities, Food and Food Service Supplies 2023-2024
 - F. Resolution re: 2023-2024 Income Eligibility Guidelines for Free and Reduced Lunch
 - G. Resolution re: 2023-2024 School Breakfast Program Exemption
 - H. Surplus Items
 - 1. Miscellaneous books – Bayview Elementary
 - 2. AP Chemistry books – West Islip High School
 - I. SEDCAR ARP Contract 2021-2023
 - 1. Suffolk County Department of Health Services
 - J. Stipulation of Settlement and Release – student A
 - K. East Moriches UFSD – Instructional Services Contract July 1, 2023 – August 31, 2023
- VII. POLICY
 - A) Policy Updates

<i>Second Reading</i>	No. 3320	Confidentiality of Computerized Information
<i>Second Reading</i>	No. 3321	Information and Data Privacy, Security, Breach and Notification Regulation
<i>Second Reading</i>	No. 4212	Table of Organization
<i>Second Reading</i>	No. 7224	Civic Engagement Requirement (formerly Community Service Requirement)
<i>Second Reading</i>	No. 7512	Student Health Services
<i>Second Reading</i>	No. 8331	Controversial Issues
 - B) Code of Conduct *First Reading*
- VIII. EXECUTIVE SESSION: *The Board will adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will reconvene/ act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.*
- IX. CLOSING – Adjournment

REGULAR MEETING OF THE BOARD OF EDUCATION
June 8, 2023 – West Islip High School

AGENDA ITEM III.
MINUTES
SM 6/20/2023

PRESENT: Mr. Tussie, Mr. Antonicello, Mrs. Brown, Mrs. Kelly, Mr. Maginniss, Mrs. Marks
Mr. McCann

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Volz

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

ANNOUNCEMENTS:

District Re-cap ~ 2022-2023 School Year and Beyond presented by Dr. Romanelli

Safety and Security Update

Dr. Romanelli informed the audience about data that was put together for the Board regarding armed guards. Dr. Romanelli advised that the most recent data shows that events have increased across the country from 30 events in 2000-2001 to 327 in 2021-2022. Dr. Romanelli spoke about data regarding how long it takes for law enforcement to be notified of an event and 39% took 1 minute, 29% took 1-5 minutes and 22% took longer than 5 minutes. He also spoke about the data regarding the time it takes for law enforcement to arrive at an event and 32% took 1-5 minutes, 27% took 5-10 minutes and 40% were greater than 10 minutes. Looking at the duration of attacks and response times the response time is concerning. 44% of attacks lasted one minute or less, 24% of attacks lasted 1-2 minutes, 15% of attacks last 2-5 minutes, 15% of attacks lasted 5-15 minutes.

Dr. Romanelli advised that if the Board were to move in the direction of armed guards, positions would be posted on the district website and applications would be obtained. The minimum qualifications would be seven years of law enforcement experience, an armed guard license and a "Good Guy" letter from the Police Department.

Mr. Tussie advised that he was openly against armed guards but has changed his mind and feels that it would be in the best interest of everyone involved. All board members agreed with Mr. Tussie in moving forward with the process of posting for armed guards and Dr. Romanelli will keep the community updated.

The following resident wished to speak during an "Invitation to Public to speak on an Agenda Item":

Susan Lipman - Mrs. Lipman asked about Policy No. 7224 Civic Engagement Requirement (formerly Community Service Requirement). Mrs. Lipman wanted to know if students could fulfill this requirement doing service through their house of worship. Mrs. Morrison advised that there would be a Coordinator overseeing this program and students can consult with him and can apply for things not on the list.

Mrs. Lipman complemented Dr. Romanelli on the presentation 2022-2023 School Year & Beyond and thought the presentation was phenomenal.

APPROVAL OF MINUTES:

Mr. Tussie advised that board member, Ron Maginniss, was not in attendance at the May 23, 2023 Planning Session meeting and the minutes will be corrected to reflect this change.

Motion was made by Richard Antonicello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve the minutes of the May 23, 2023 Planning Session.

RECOGNITION

Class of 2023 Top Academic Leaders ~ Emma Abbate, Bradynn Alessi, Emily Bahm, Sophia Bahm, Asfar Chaudhry, Eugene Ditaranto, Emma Fallon, Elizabeth Lam, Brandon Lin, Kylie Robertson

Regeneron Award Recipient ~ Emma Fallon

Leadership in Science Research ~ Mary Kroll, Debbie Langone

SCOPE Award Recipients ~ Steve D'Angelo, Joanne Macrelli, Michelle Walsh

Varsity Girls Golf ~ Delaney Bartling, Damiana Beige, Grace Entrono, Ryan Hicks, Madeline Kelly, Erin Mauro, Lauren McCann, Isabelle O'Neill, Emily Zegilla

PERSONNEL

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve ADMINISTRATIVE: TENURE APPOINTMENT: James Grover, Director of Mathematics, Business and Family and Consumer Sciences, effective July 1, 2023.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve ADMINISTRATIVE: TENURE APPOINTMENT: Dawn Morrison, Assistant Superintendent for Curriculum and Instruction, effective July 1, 2023.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve ADMINISTRATIVE: TENURE APPOINTMENT: Vanessa Williams, Principal, effective August 12, 2023.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve ADMINISTRATIVE: TENURE APPOINTMENT: Debbie Langone, Director of Science and Engineering Technology, effective October 15, 2023.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: John Koroneos, Guidance, effective August 21, 2023.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: Stephany Camacho, World Languages, effective September 3, 2023.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: Brittany DiLuciano, World Languages, effective September 3, 2023.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: Danielle Dischley, Science, effective September 3, 2023.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: Kristen Doherty, Physical Education, effective September 3, 2023.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: Annelise Muscietta, Science, effective September 3, 2023.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: Jaquelyn Vaysman, World Languages, effective September 3, 2023.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: Caitlin DeGirolamo, Elementary, effective September 8, 2023.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: Kerri Handel, Special Education, effective September 13, 2023.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: TENURE APPOINTMENT: Marissa Villani, Special Education, effective October 18, 2023.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: TENURE APPOINTMENT: Jennifer Martin, Teaching Assistant, effective November 20, 2023.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: CHILD-REARING LEAVE OF ABSENCE (unpaid): Sarah Willmann, World Languages, effective September 1, 2023 through June 30, 2024 (High School).

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: RESIGNATION: Stephany Camacho, World Languages, effective July 1, 2023 (High School).

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Luisa Marino, World Languages, effective September 1, 2023 to August 31, 2027 (High School; Step 4¹, replacing Stephany Camacho {resigned}).

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

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: Janine Allegretto, Library Aide, effective June 19, 2023 (High School; Step 6; replacing Kimberly Richichi {Senior Account Clerk}).

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve the 6/8/2023 Personnel Agenda as listed below:

**CIVIL
SERVICE**

CL-2

PROBATIONARY APPOINTMENT

Paul Shields, Custodial Worker I
Effective June 16, 2023
(High School; Step 1; replacing John McMahon {retired})

*Grace Wagner, Senior Office Assistant
Effective June 26, 2023
(District Office; Step 1; replacing Kim Hujik {IT})

*Rita Wallace, Senior Office Assistant
Effective June 26, 2023
(District Office; Step 1; new position)

**Conditional pending fingerprinting clearance*

CL-3

RESIGNATION

Ryan O'Connell, Teacher Aide
Effective June 24, 2023
(Paul J. Bellew)

CL-4

SUBSTITUTE CUSTODIAN (\$15.00/hr)

Richard Conroy, effective June 9, 2023

OTHER

DISTRICT-WIDE PRINTING SERVICES 2023-2024

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

ADULT EDUCATION 2023-2024

Kevin Murphy, Director (\$4,331/semester)

ALTERNATIVE SCHOOL 2023-2024

Daniel Marquardt, Co-Coordinator (\$24,525/year)
John Mullins, Co-Coordinator (\$24,525/year)

DRIVER EDUCATION 2023-2024

Tim Horan, Director (\$1,902/semester)

ENRICHMENT 2023-2024

John Ruggiero, Director (\$1,924/semester)

ENRICHMENT INSTRUCTORS SUMMER 2023 (\$408 per session)

Ashley Caputo, (Let's Get Artsy! I & II)
Danielle Dischley (Got Science I & II)
Kristin Keller (Coding I & II)
Joyce Ronayne (No Bake Treats I & II)
Jessica Schwartz (Nailed it! I & II)
Kelly Sepe (LEGOS I & II)
Sophia Stokkeland (Comic Creations I & II)

EXTENDED SCHOOL YEAR PROGRAM (ESY) 2023-2024

Jeanne Dowling, Coordinator (\$131.21/hour)

OTHER,
continued

PSAT/SAT/SSD/ACT COORDINATOR 2023-2024

Justin Arini, Coordinator (\$2,767/semester)

SUMMER INVESTIGATIONS PROGRAM 2023-2024

Rhonda Pratt, Coordinator (\$5,000/year)

**SUMMER SCHOOL, MIDDLE SCHOOL SUMMER ACADEMY & REGENTS
REVIEW COORDINATOR 2023-2024**

Theresa Robertson, Principal (\$11,809/year)

**SPECIAL EDUCATION – ESY RELATED SERVICE PROVIDERS
SUMMER 2023-2024**

Rebecca Burlison
Colette Davies

Kathleen Finn
Erin Meade

Maureen U. Sanchez

FALL 2023 HIGH SCHOOL COACHES

FOOTBALL

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

GIRLS SOCCER

Nicholas Grieco, Head Varsity Coach
Jeremy Robertson, Assistant Varsity Coach
Lindsay Valentino, J.V. Coach
Kylie Walsh, Varsity Volunteer Coach

BOYS SOCCER

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

GIRLS SWIMMING

Tanya Carbone, Varsity Coach
Daniel Gschwind, Assistant Varsity Coach

GIRLS GYMNASTICS

MaryAnn McGrade, Varsity Coach
Gina Calderone, Assistant Varsity Coach

**OTHER,
continued**

GIRLS TENNIS

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

FIELD HOCKEY

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

CROSS COUNTRY

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

BOYS VOLLEYBALL

John Schrank, Varsity Coach
Erin Harris, Assistant Varsity Coach
Matthew Sullivan, J.V. Coach

FALL 2023 HIGH SCHOOL COACHES, continued

GIRLS VOLLEYBALL

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

GOLF

Frank Rapczyk, Varsity Coach

KICKLINE

Jessica Cichy, Varsity Coach
Emma Lehle, Varsity Volunteer Coach

CHEERLEADING

Dina Barone, Varsity Coach
Lauren Brady, Assistant Varsity Coach
Jillian Bohnaker, J.V. Coach
Jennifer Basile, Assistant J.V. Coach

FALL 2023 MIDDLE SCHOOL COACHES

FOOTBALL

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

GIRLS SOCCER

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

CROSS COUNTRY

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

OTHER
continued

FIELD HOCKEY

Kathryn Dranoff-Waters, 7-8 Udall Coach

TENNIS

Patrick Tunstead, Girls 7-8 Udall/Beach

CHEERLEADING

Marissa McAllister, Udall 7-8 Coach

Marissa McCandless, Beach 7-8 Coach

CURRICULUM:

Mrs. Morrison congratulated the entire school community and thanked every stakeholder, students, teachers, parents, administrators, support staff and the Board of Education who all contributed to the advancement and growth of the students this year. Mrs. Morrison spoke about West Islip being a truly special place for students to learn and grow and if everything that was accomplished this year is an indication of what lies ahead the future is very bright.

Mrs. Morrison gave several updates. The IB Programme will have eight students receiving diplomas on June 15 at 6:30 p.m., 14 seniors will attain the Seal of Biliteracy, regents exams kicked off on June 1 with U.S. History and Government framework and will continue every day from June 14 – June 22. ELA summer activities are posted to the homepage of the district website. Summer School will be offered and course offerings will be determined based on the results of the Regents Exams. The Summer Investigations Program for Elementary Students Grade Level Math and ELA skills will be July 5 - July 27 and Middle School Summer Academy for students entering grades 6-8 will be July 31-August 10 Grade Level Math and ELA skills.

Mrs. Morrison advised that high school senior, Robert Mineo was awarded a four-year college scholarship and guaranteed employment upon graduation. Mrs. Morrison also congratulated all the graduates of 2023.

Policy Committee: Dr. Romanelli reported on the meeting that took place on 5/23/2023. A First Reading took place on the following policies: Policy No. 3320 Confidentiality of Computerized Information; Policy No. 3321 Information and Data Privacy, Security, Breach and Notification Regulation; Policy No. 4212 Table of Organization; Policy No. 7218 Class Ranking/Weighting of Grades; Policy No. 7224 Civic Engagement Requirement (formerly Community Service Requirement); Policy No. 7512 Student Health Services; Policy No. 8331 Controversial Issues.

Dr. Romanelli informed the audience that Policy No. 3320 would only allow authorized personnel with a legitimate educational interest to access student information. Policy No. 3321 will provide better cybersecurity. Policy No. 4212 will be updated to reflect the Executive Director of Technology & Innovation and the Assistant Superintendent for Human Resources. Policy No. 7218 will have rank calculated after the completion of seven semesters. Policy No. 7224 will rework many options for students. Policy No. 7512 will change the years required for physical exams. Policy No. 8331 will notify parents of outside guest speakers in advance, so they can exercise the right to opt their child out of the presentation if they are uncomfortable with material being presented.

Buildings and Grounds Committee: Peter McCann reported on the meeting held 5/23/2023. Items reviewed included an update on air conditioning project, all units should be up and running by 9/2/23; rebates from PSEG; and expansion of Paul J. Bellew parking lot. Mr. McCann gave an update on the Masera property. The district is still considering a technical/vocational school and waiting to hear back from a not for profit company interested in leasing. They are also considering a proposal of tearing down the building and having an athletic field and parking lot. The next Buildings and Grounds committee will meet on 6/20/2023 and the high school pool project will be discussed.

Education Committee: Richard Antonello reported on the meeting held 6/6/23. Items reviewed included elementary literacy and the success of Foundations, kindergarten screening, AimsWeb Plus Information for K-8, elementary and secondary curriculum review, summer/fall professional development.

Finance Committee: Ron Maginniss reported on the meeting held on 6/6/23. Items reviewed included the April treasurer's report, April extra-curricular report, April payroll summary, April financial statements; May internal claims audit report, May system manager audit report, payroll certification forms, surplus, donation and contracts. Mrs. Pellati discussed school lunch pricing with the Board and a \$0.25 increase is recommended for the elementary and secondary schools for the 2023-2024 school year.

Special Education Committee: Debbie Brown reported on the meeting that took place on 6/7/23. Items reviewed included CSE and CPSE IEPs and all students have placements for the 2023-2024 school year.

FINANCIAL MATTERS:

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve 2022-2023 General Fund budget transfers 4303-4307 and Capital Fund – 4306.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Contracts: 2022-2023 Half Hollow Hills CSD Health Services Contract - \$1,359.89; Literacy Nassau, Inc. Consultant Services Contract 7/10/23 – 8/14/23.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve 2022-2023 Scholarship Donation re: Suffolk Transportation Service, Inc. - \$1,000 – West Islip UFSD.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve surplus: books from Manetuck and Udall Library.

PRESIDENT'S REPORT:

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve the results of the Annual District Meeting held on May 16, 2023.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve 2023-2024 Smartweb, Inc., Consultant Services Contract.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve SEQRA Resolution re: Air Conditioning.

Board members Anthony Tussie, Richard Antonello, Debbie Brown, Grace Kelly, Ron Maginniss, Christina Marks and Peter McCann all voted Yes in favor to approve SEQRA Resolution re: Air Conditioning.

SEQRA RESOLUTION

WHEREAS, the Board of Education of the West Islip Union Free School District desires to embark upon the following capital improvements at the District's facilities as set forth herein and as listed in the working budget:

(1) Installation of air conditioning in the cafeteria and kitchen at the West Islip High School; (2) Installation of air conditioning in the auditorium, cafeteria, and kitchen at the Beach Street Middle School; (3) Installation of air conditioning in the auditorium, cafeteria, and kitchen at the Udall Road Middle School; (4) Installation of air conditioning in the cafeteria and kitchen at the Bayview Elementary School; (5) Installation of air conditioning in the cafeteria and kitchen at the Manetuck Elementary School; (6) Installation of air conditioning in the cafeteria and

kitchen at the Oquenock Elementary School; and (7) Installation of air conditioning in the auditorium, cafeteria, and kitchen at the Paul J. Bellew Elementary School (hereinafter collectively referred to as the "Projects"); and

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

WHEREAS, maintenance or repair involving no substantial changes in an existing structure or facility are classified as Type II Actions under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.5 (c)(1)); and

WHEREAS, replacement, rehabilitation or reconstruction of a structure or a facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4 are classified as Type II Actions under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.5 (c)(2)); and

WHEREAS, routine activities of educational institutions, including expansion of existing facilities by less than 10,000 square feet of gross floor area are classified as Type II Actions under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.5 (c)(10)); and

WHEREAS, the purchase or sale of furnishings, equipment or supplies...other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials are classified as Type II Actions under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.5 (c)(31)); and

WHEREAS, the SEQR Regulations declare Type II Actions to be actions that have no significant impact on the environment and require no further review under SEQR; and

WHEREAS, the Board of Education, as the only involved agency, has examined all information related to the capital improvement projects and has determined that the Projects are classified as Type II Actions pursuant to Section 617.5(c)(1)(2)(10) and (31) of the SEQR Regulations;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education hereby declares itself lead agency in connection with the requirements of the State Environmental Quality Review Act; and

BE IT FURTHER RESOLVED, that the Board of Education hereby declares that the Projects are Type II Actions, which require no further review under SEQR; and

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.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve resolution re: Use of funds received under the Elementary and Secondary School Emergency Relief Fund II (ESSR II) and the Governor's Emergency Education Relief Fund II (GEER II) 2021 Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA).

Board members Anthony Tussie, Richard Antonello, Debbie Brown, Grace Kelly, Ron Maginniss, Christina Marks and Peter McCann all voted Yes in favor to approve the use of the funds received under the ESSER II and GEER II 2021 Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA).

BE IT RESOLVED by the Board of Education of the West Islip Union Free School District approves the use of the funds received under the Elementary and Secondary School Emergency Relief Fund II (ESSER II) and the Governor's Emergency Education Relief Fund II (GEER II) 2021 Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA).

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve resolution re: Use of funds received under the American Recovery Plan Act (ARPA) of 2021 for Elementary and Secondary School Emergency Relief Fund (ESSER).

Board members Anthony Tussie, Richard Antonello, Debbie Brown, Grace Kelly, Ron Maginniss, Christina Marks and Peter McCann all voted Yes in favor to approve use of funds received under the ARPA of 2021 for Elementary and Secondary School Emergency Relief Fund (ESSER).

BE IT RESOLVED by the Board of Education of the West Islip Union Free School District approves the funds received under the American Recovery Plan Act (ARPA) of 2021 for Elementary and Secondary School Emergency Relief Fund (ESSER).

SUPERINTENDENT'S REPORT

Dr. Romanelli gave a few shout outs to several employees. Dr. Romanelli congratulated Jack Maniscalco on his retirement and for being one of the finest administrators, he has had the pleasure of working with. Maureen O'Connor, for all her help and assistance and for picking up the flowers for the administrators and teachers receiving tenure. Sean McAleavey, Director of School Safety, who has been instrumental in supplying all the data and research needed if the district moves in the direction of armed guards and for keeping West Islip a very safe district. Tim Horan, for the tremendous spring sports season in girls golf, baseball, softball, unified basketball, boys tennis, boys and girls track, and boys and girls lacrosse. Dr. Romanelli congratulated the West Islip varsity boy's lacrosse team for winning the 2023 Suffolk County Championship and he congratulated Rocco Carpinello, a high school junior, for winning the Suffolk County Spring Track Triple Jump Championship. The district also had 31 of 32 teams receive athletic scholar scholarships.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to adjourn to Executive Session at 9:11 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 10:08 p.m. on motion by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor.

Motion was made by Richard Antonillo, seconded by Peter McCann and carried when all Board members present voted in favor to approve the following resolutions re: Memorandum of Agreement between the District and Local 237 and Employment Agreements for Dr. Paul Romanelli, Dawn Morrison and Elisa Pellati.

Resolved, the Board of Education hereby approves the Memorandum of Agreement between the District and Local 237 regarding exclusivity of unit work and assignment of Robert Verito dated June 2, 2023.

Resolved, the Board of Education hereby approves Amendment #1 to the Employment Agreement of Dr. Paul Romanelli dated June 8, 2023.

Resolved, the Board of Education hereby approves Amendment #2 to the Employment Agreement of Dawn Morrison dated June 8, 2023.

Resolved, the Board of Education hereby approves Amendment #2 to the Employment Agreement of Elisa Pellati dated June 8, 2023.

Meeting adjourned at 10:10 p.m. on a motion by Richard Antoniello, seconded by Peter McCann 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.

PERSONNEL:

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

ADMINISTRATIVE

A-1 PROBATIONARY APPOINTMENT

Amanda Harvey, Principal
Effective July 1, 2023 to June 30, 2027
(Oquenock ; \$150,000; replacing Jack Maniscalco {retired})

Brittany Probst, Assistant Principal
Effective July 1, 2023 to June 30, 2027
(High School ; \$131,500; replacing Donna Flynn {reassigned})

Renee Bandes-Sanchez, Director of Science and Engineering Technology
Effective July 1, 2023 to June 30, 2027
(Districtwide; \$145,000; replacing Debbie Langone {resigned})

Lindsey Ednick, Assistant Director Special Education
Effective July 1, 2023 to June 30, 2027
(Districtwide ; \$131,500; new position)

TEACHERS

T-1 REGULAR SUBSTITUTE

Katlyn Colace, World Languages
Effective September 1, 2023 to June 30, 2024
(High School; Step .5¹; Replacing Sarah Willmann {LOA})

TEACHING ASSISTANTS

TA-1 RESIGNATION

Colette Davies, Special Education
Effective July 1, 2023
(Udall)

CIVIL SERVICE

CL-1 PROBATIONARY APPOINTMENT

Teri Brett, Cafeteria Aide
Effective September 1, 2023
(Bayview; Step 1; replacing Mary Baritis {retired})

Vanessa Carballo, Office Assistant
Effective June 26, 2023
(Paul J. Bellew; Step 1; replacing Melissa Fiore {resigned})

Katherine Griesmeyer, Part-Time Food Service Worker
Effective August 31, 2023
(Paul J. Bellew; \$16.22/hr; replacing Maria Vangeli {reassigned})

CIVIL SERVICE, continued

CL-2

RESIGNATION

Carol Churpita, Senior Office Assistant
Effective June 29, 2023
(District Office)

CL-3

RESIGNATION (AMENDED)

Nicole Daley, Special Education Aide
Effective June 8, 2023
(High School; change in date from June 17, 2023)

CL-4

RETIREMENT

JoAnna DeRosa, Part-Time Food Service Worker
Effective June 26, 2023
(31 years)

Robert Guberski, Custodial Worker I
Effective July 1, 2023
(29 years)

Margaret Scharf, Office Assistant
Effective July 29, 2023
(9 years)

CL-5

SUBSTITUTE CUSTODIAN (\$15.00/hr)

John Alvarado, effective June 21, 2023
Sean Cassidy, effective June 21, 2023
*Jael Fernandez, effective June 21, 2023
Matthew Ferro, effective June 21, 2023

CL-6

SUBSTITUTE FOOD SERVICE WORKER (\$15.00/hr)

Carol Brennen, effective August 31, 2023
*JoAnna DeRosa, effective August 31, 2023
Jacqueline Signorelli, effective August 31, 2023

OTHER

CIVIC ENGAGEMENT 2023-2024

Justin Arini, Coordinator (\$2,787/year)

CLUBS/ADVISORS 2022-2023

DISTRICTWIDE

Director, Chamber Orchestra, Udall, Milton Bonilla

**Conditional pending fingerprinting clearance*

OTHER, continued

DEAN 2023-2024

Richard Ippoliti, effective September 1, 2023
(High School)

MIDDLE SCHOOL SUMMER ACADEMY PROGRAM 2023

Teachers

Cara Douglas	Elizabeth Kelly
Paige Fogarty	Karen McCarthy
Molly Healy	Maria Papakonstanis

PERMANENT SUBSTITUTE TEACHER RESIGNATION

Holly Gozinsky
Effective June 24, 2023
(Oquenock)

Isabella Lumley
Effective June 24, 2023
(Oquenock)

REGENTS REVIEW SUMMER 2023

Chris Salerno, Algebra 1
Brian Daniels, Biology
Danielle Dischley, Biology
Brian Daniels, Chemistry
Brian Haldenwang, Chemistry
Danielle Dischley, Earth Science
Savannah Rinne, English
Nancy Yost, Geometry
Ed Jablonski, Global
Michael Krasnocki, Global
Ed Jablonski, US History

SUBSTITUTE TEACHER (\$130 per diem)

Paige Azzariti, effective September 5, 2023, *student teacher*
Gabriella Bianchino, effective September 5, 2023, *student teacher*
Jake Citarella, effective September 5, 2023, *student teacher*
Danielle DeAntonio, effective September 6, 2023, *student teacher*
Samantha Ehmann, effective September 6, 2023, *student teacher*
*Tara Langford, effective September 5, 2023, *student teacher*
Ashley Lopez, effective September 6, 2023, *student teacher*
Anthony Page, effective September 5, 2023, *student teacher*
Alyssa Rancke, effective September 6, 2023, *student teacher*
Jennifer Savino, effective September 6, 2023, *student teacher*
Allison Terrill, effective September 5, 2023, *student teacher*
*Ashleigh Tortorice, effective September 5, 2023, *student teacher*
Allison Weston, effective June 21, 2023

**Conditional pending fingerprinting clearance*

OTHER, continued

**SPECIAL EDUCATION – ESY RELATED SERVICE PROVIDERS
SUMMER 2023**

Teachers

Kasey Connelly	Christie Rendio-
Alexa Pontillo	Cusanelli
	Megan Rooney

Speech Pathologist
Katherine Bayern

Behavior Specialist
Theresa Mercado

Aides

Margaret Barth
Florence Burns
Kimberly Degere
Patti DiMino
Annemarie Flynn
Jennifer Held

Shari Marano
Tara Miller
Marianna Pascarella
Jean Pozzini
Annette Rossi
Alyssa Siciniski

Substitute Aide

Kathleen Slayback

Nurse

Sharon Kerrigan

Bus Paraprofessional

Jean Pozzini
Annette Rossi
John Latkowski

SUMMER INVESTIGATIONS PROGRAM 2023

Teachers

Kristen Amoia	Kayla Covello	Jade Lawrence
Tim Bauernfeind	Tammy Dragelin	Kelly Minicozzi
Kristen Bergin	Danielle Ferruggiari	Maria Papakonstantis
Danielle Blaise	Paige Fogarty	Christina Puglisi
Michelle Bonkov	Paige Gillespie	Marybeth Qualliotine
Rebecca Burleson	Mollie Healey	Louis Riley
Gianna Covello	Annmarie Katzer	

Teaching Assistants

Pam Gaffney

Aides

Lindsay Aumock	Jennifer Fortune	Diane McKeon
Ava Catapano	Louise Guastella	Donna Minieri
Linda Daniels	Courtney Kuzmiak	Michelle Varley
Jennifer Dolan	Kimberly Librizzi	Jennifer Wormuth

ENL SERVICE PROVIDER SUMMER 2023

Katrina Bausch

OTHER, continued

SUMMER SCHOOL 2023

Amanda Schilling, Algebra I
Daniel Codispoti, Algebra II
Edward Jablonski, American History
Michael Fusaro, Biology
Michael Fusaro, Chemistry
Michael Fusaro, Earth Science
Dawn Divisconti, English 10& 11
David Gershfeld, English 10 & 11
Savannah Rinne, English 10 & 11
Amanda Schilling, Foundations of Advanced Math
Daniel Codispoti, Geometry
Edward Jablonski, Global 9
Michael Krasnicki, Global 10

SUMMER RECREATION CAMP 2023

John Mullins, Director
Timothy Horan, Assistant Director
Debra Federico, Clerical Support
Laurie Luquer, Nurse
Debra Costantino, Lead Crafts Counselor
Sophia Stokkeland, Art Teacher

Camp Counselors

Isabella Artusa	Gina DeMasi	Taylor Moran	Alexa Reale
John Cannistra	Alex Dumitru	Karah Mullins	Taylor Riley
Brianna Compitello	Caitlin Krupski	Madison Nicolosi	Nicole Russo
Akeeliah Coombs	Amy Leonard	Mia Nicolosi	Caitlin Salus
Alex Czarnomski	Milayna Litrenta	Kadyn Olson	Kyle Shierant
Shannon Daley	Aiden Mackin	Julia O'Sullivan	Julia Schmidt
Christina D'Achille	Dean Miller	Victoria Recenello	Erin Thaxter
Joe D'Angelo	Grace Minco	Vincenza Robiglio	Isabella Tussie
			Sahara Ukaiki

Student Volunteers

Summer Carosella Ryan Washington
McKenna Miller

WEST ISLIP SPORTS ACADEMY SUMMER CAMPS 2023

Pat Plompen, Clerical Support

BOYS BASKETBALL

Tom Cross, Director
Richard Zeitler, Assistant Director
John T. Denninger, Assistant Director

OTHER, continued

WEST ISLIP SPORTS ACADEMY SUMMER CAMPS 2023, continued

BOYS VOLLEYBALL

John Schrank, Director
Erin Harris, Assistant Director
Matthew Sullivan, Assistant Director
Steven Schrank, Coach

CHEERLEADING

Dina Barone, Director
Lauren Brady, Assistant Director
Jennifer Basile, Coach
Jillian Bohnaker, Coach

Volunteer Counselors

Aneliese Ammirata	Calleigh Ferraro	Gianna Longo
Emerson Ammirata	Kayla Friaglia	Madison Madonia
Cate Aniano	Ava Gabrell	Abbey Miller
Brenna Balkunas	Lila Gmelch	Alex Mortarella
Kaleigh Barany	Gianna Guadagnino	Ashley-Rose Prefontaine
Riley Bedell	Sammie Guercio	Ally Sesto
Charlotte Begg	Nikki Isolano	Jenna Tyler
Rachel DeLuca	Christine Lombardi	Ava Verderosa
		Gabby White

GIRLS BASKETBALL

Christopher Scharf, Director
Kristen Doherty, Assistant Director
Kevin Osborn, Assistant Director
Peyton Ryan, Counselor
Brynn Scharf, Counselor

GYMNASTICS

Maryann McGrade, Director
Gina Calderone, Assistant Director

Counselors

Cassidy Cullen	Olivia Marker	Victoria Mueller
Amelia DiBenedetto	Becky McCann	Katie Tapp
Grace Ihle	Emily McGrade	Sophia Ward

Volunteer Counselors

Emily Ball	Cameron Giorgianni	Victoria Lopez
Leah Bilozur	Ariah Grabhorn	Lena Okurowski
Dana Dileo	Callie Jones	Jenna Tussie

OTHER, continued

WEST ISLIP SPORTS ACADEMY SUMMER CAMPS 2023, continued

SOFTBALL

Colleen Reilly, Director
John T. Denninger, Assistant Director
Steven Fasciani, Assistant Director
Tara Annunziata, Coach
Keri Blum, Coach

Counselors

Tori Brower	Christina Hughes	Alex Michaluk
Annie Chambers	Lauren Lettieri	Stephanie Olivieri
Katerina DaSilva	Amanda Librizzi	Julia O'Sullivan
Katie Fix	Camryn Mariano	Kayla Sauers
Caitlyn Herzing	Maureen McMahon	Krista Sgambati
		Allison Weston

Volunteer Counselors

Emily Bourous
Leah Giana

WRESTLING

Nicholas LaGiglia, Director
John Ferrara, Assistant Director
Thomas Longobardi, Assistant Director
Robert Ulrich, Assistant Director
Paul Vassataro, Assistant Director
Jason Lella, Coach

SWIM PROGRAM AND SWIM TEAMS 2023-2024

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

OTHER, continued

SWIM PROGRAM AND SWIM TEAMS 2023-2024, continued

Lifeguards

Angela Acosta	Patrick Lynam
Nico Acquista	Kevin McCabe
Alexa Alvarado	Lauren McCann
Angelina Amatulli-Griffith	Alexander Montes
William Antippas	Kathryn Mushorn
Shawn Boyle	Joseph Pace
Salvatore Calderone	Lea Parascandola
Michael Cea	Christopher Piropato
Makayla Comer	Mason Plouffe
Logan Coppola	Ciaran Pollard
Braedon Dedcovich	Vincent Puglisi
Dominic Delta	Isabella Randazzo
Makenna Gagliardi	Nicholas Scarmozzino
Anghelo Hernandez	Angelina Shannon
Kaden Heyman	Courtney Skahill
Caylee Klimuszko	Seamus Smith
Sasha Lavrosky	Daniel VonThaden

JAMES E. DANOWSKI, CPA
JILL S. SANDERS, CPA
DONALD J. HOFFMANN, CPA
MICHAEL J. LEONE, CPA
CHRISTOPHER V. REINO, CPA
ALAN YU, CPA



VINCENT D. CULLEN, CPA
(1950 - 2013)
PETER F. RODRIGUEZ, CPA
(RET.)

July 1, 2023

Board of Education and Audit Committee
West Islip Union Free School District
Administrative Office
100 Sherman Street
West Islip, New York 11795

Dear Members of the Board of Education and Audit Committee

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the West Islip Union Free School District (District) for the year ending June 30, 2024. We will perform a risk assessment update and provide services for the District as follows:

Risk Assessment Update

We will perform a risk assessment update of the District's business operations for the fiscal year ending June 30, 2024. Our risk assessment update will be in accordance with the consulting standards of the American Institute of Certified Public Accountants and guidelines promulgated by the Department of Audit and Control and Education Department of the State of New York. Our risk assessment update will include identification of the District's audit areas together with its policies and procedures, the internal controls currently in effect, as well as those that might otherwise be required or recommended. We will assess the District's current control environment that includes a comparison to the prior year and we will determine the status of the recommendations from the previous audit reports.

We plan to begin our procedures during August 2023, and unless unforeseeable problems are encountered, the engagement should be completed by November 30, 2023.

Report

We will communicate the results of our risk assessment update in a formal report. We will identify risks and related controls. We will also suggest ways in which the District might improve its risk management system regarding financial reporting and management controls including the internal controls currently in effect, as well as those that might otherwise be required or recommended. These reports are intended for internal use only and should not be used for any other purpose.

The purpose of these reports is to assist the Audit Committee in improving the process by which the District monitors and manages its risk. However, it is ultimately the District's responsibility to assess the adequacy of its risk management system and any of our suggestions.

T:\Office\50,000 s\58850\Engagement\Engltr\2023\Engltr IA - RA 23 (Fiscal YE 24).docx

1650 ROUTE 112, PORT JEFFERSON STATION, NEW YORK 11776-3060

PHONE: 631-473-3400 • FAX: 631-473-4863 • WWW.CDLLP.NET

West Islip Union Free School District

For the year ending June 30, 2024

Page 2 of 3

Fee

Our fee for the risk assessment update and report thereon will be a fixed price of \$10,000 which is in accordance with our proposal dated March 3, 2020.

At the conclusion of the engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the operations of the departments reviewed during this engagement in accordance with District policies and procedures.

Testing and Assessment of Selected System(s)

The testing and assessment of selected systems is variable and dependent upon the results of the risk assessment update that we will perform in the initial phase of our engagement. The results of the risk assessment update will be discussed and reviewed with the Audit Committee so as to arrive at a consensus as to the higher-risk areas that should be subject to testing and further risk assessment procedures. We will determine the extent and timing of these procedures in consultation with the Audit Committee.

Report

We will communicate the results of our internal audit (i.e., testing) in a formal report. As a result, we will suggest ways in which the District might improve its internal controls currently in effect, as well as those that might otherwise be required or recommended. These reports are intended for internal use only and should not be used for any other purpose.

Fees

Estimated time for internal audits and fees will be refined after the preparation of a comprehensive risk analysis, and when the District's Audit Committee decides on the detailed nature and scope of the assignment. Other factors to be considered include the desired level of coverage of individual school buildings, functions, departments, level of assurance desired (i.e., nature and extent of tests performed), and other discretionary factors.

We will come to an agreement of an estimate with the Audit Committee prior to commencement of the work. Based upon its review of the risk assessment update, the Audit Committee will be responsible for the areas to be included in the audit plan. The fee will be based upon the estimated time and the following hourly rate schedule (in effect through June 30, 2024):

Partner	\$ 230
Director / Manager	180
Supervisor	165
Senior	150
All Staff	130

Our fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices will be rendered as work progresses based on hours of work completed and are payable on presentation. If for any reason we are unable to complete our engagement, we will not issue a report as a result of this engagement.

West Islip Union Free School District

For the year ending June 30, 2024

Page 3 of 3

This agreement may be cancelled by the Board of Education at any time, for any reason. In the event of such cancellation, the Board shall be required to pay for all services provided prior to the date of cancellation.

Don Hoffmann, CPA, is the engagement partner through December 31, 2023 and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We appreciate the opportunity to be of service to the West Islip Union Free School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Cullen & Danowski, LLP

For the Firm:



Don Hoffmann, CPA

Partner

RESPONSE:

This letter correctly sets forth the understanding of the West Islip Union Free School District.

By: _____

Signature: _____

Title: _____

Date: _____

VOLZ & VIGLIOTTA, PLLC

AGREEMENT

for

GENERAL COUNSEL SERVICES

AGREEMENT made this 1st day of July, 2023, by and between the BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT, hereinafter referred to as the "BOARD," and VOLZ & VIGLIOTTA, PLLC, hereinafter referred to as the "ATTORNEYS."

WHEREAS, the BOARD, at its meeting of _____, 2023, retained VOLZ & VIGLIOTTA, PLLC, as the General Counsel for the School District for the school year July 1, 2023 through June 30, 2024, and

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

NOW, THEREFORE, it is hereby agreed as follows:

- I. TERM: July 1, 2023 through June 30, 2024.
- II. GENERAL COUNSEL SERVICES UNDER RETAINER
 - A. Legal opinions pertaining to all issues under the New York State Education Law, Commissioner of Education Decisions, Commissioner of Education Regulations, General Municipal Law, Public Officers Law, New York State Comptroller's Opinions, all relevant federal, state and local laws, regulations and case law.
 - B. Attendance at meetings of the Board of Education, as requested.
 - C. Review of Board agenda and/or minutes, as required.
 - D. Review and analysis of current and proposed Board policies and administrative regulations.
 - E. Daily advice and consultation to the Superintendent of Schools, Board President and other designated school officials.
 - F. Seminars for staff, as requested by the Superintendent of Schools, regarding topics such as student discipline, special education, Section 504 or other areas of need.

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

III. GENERAL COUNSEL FEES: For the above services the fee shall be billed monthly at the annual rate of \$59,500 for 2023-24 school year.

IV. LITIGATION: Separate Compensation for Litigation services shall be billed at the rate of \$245 per hour for all attorneys and \$140 per hour for paralegal services. Litigation services include services such as special proceedings, motions, trials and judicial appeals, administrative proceedings, appeals to the Commissioner of Education, Impartial Hearings, and State Review Officer Proceedings. Services provided on an hourly basis shall be billed monthly.

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

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

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

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

BOARD OF EDUCATION
WEST ISLIP UNION FREE
SCHOOL DISTRICT

BY: _____
ANTHONY TUSSIE
PRESIDENT, BOARD OF EDUCATION

VOLZ & VIGLIOTTA, PLLC

BY:  _____
THOMAS M. VOLZ, ESQ.

Supplemental Agreement between the

West Islip Union Free School District

and

Volz & Vigliotta, PLLC

Supplemental Agreement entered into this 1st day of July, 2023 between the West Islip Union Free School District (the “District”), located at 100 Sherman Ave., West Islip, NY 11795 and Volz & Vigliotta, PLLC (the “Contractor”) located at 280 Smithtown Blvd., Nesconset, New York 11767.

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

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

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

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

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

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

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

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

PARENTS’ BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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

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

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

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

4) A complete list of all student data elements collected by New York State is available for review at the following website: <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> or by writing to:

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

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

Dr. Paul Romanelli
Superintendent of Schools
100 Sherman Ave. W., Islip, NY, 11795 P.Romanelli@wi.k12.ny.us
(631) 930-1560

Or to:

Chief Privacy Officer
New York State Education Department
89 Washington Avenue
Albany, NY 12234
Email: CPO@mail.nysed.gov

6) Each contract with a third-party contractor which will receive student data, or teacher or principal data will include information addressing the following:

- a. The exclusive purposes for which the student data or teacher or principal data will be used.
- b. How the third-party contractor will ensure that the subcontractors, persons or entities that the third-party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements.

- c. When the agreement expires and what happens to the student data or teacher and principal data upon expiration of the agreement.
 - d. If and how a parent/guardian, student, a student over eighteen years of age, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected.
 - e. Where the student data or teacher or principal data will be stored, and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
- 7) Third-party contractors are also required to:
- a. provide training on federal and state law governing confidentiality to any officers, employees, or assignees who have access to student data or teacher or principal data;
 - b. limit internal access to education records to those individuals who have a legitimate educational interest in such records;
 - c. not use educational records for any other purpose than those explicitly authorized in the contract;
 - d. not disclose personally identifiable information to any other party
 - (i) without the prior written consent of the parent/guardian or eligible student; or
 - (ii) unless required by statute or court order and the third-party contractor provides a notice of the disclosure to the New York State Education Department, board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
 - e. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
 - f. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure as specified in Education Law §2-d;
 - g. notify the West Islip Union Free School District of any breach of security resulting in an unauthorized release of student data or teacher or principal data, in the most expedient way possible and without unreasonable delay;
 - h. provide a data security and privacy plan outlining how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract;

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

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

7. Miscellaneous:

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

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

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

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

Volz & Vigliotta, PLLC

West Islip Union Free School District

By:  _____

By: _____

Print Name: Thomas M. Volz

Print Name: _____

Title: Owner

Title: _____

Date: 5.31.23

Date: _____

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$500.00 from Suffolk Association of School Business Officials, to be awarded to High School students selected by the District.

WEST ISLIP UFSD

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: ASBO

DONOR ADDRESS: 149 DAYTON AVE MANORVILLE, NY 11949

DONATION: Cash or Check Goods Service

Please provide a listing of the item(s) to be donated and the related value.

\$500.00 – Check # 3502

Select the fund and provide the budget code(s) of where the donation should be recorded.

General Fund Extracurricular Fund Scholarship Fund Trust & Agency Budget Code CM9205

Anticipated Date of Delivery to the School 06/01/2023

Any related installation costs? Yes No Estimated Annual Cost _____

If "Yes" please attach approval from Assistant Superintendent for Business.

Any expected maintenance costs? Yes No Estimated Annual Cost _____

Purpose of the donation? Attendance of Monthly Meetings

Which building/department will benefit from the donation? West Islip School District

Principal's/Administrator's Signature & Date _____

To be completed by the Business Office:

Board of Education Approval Date _____

Budget Adjustment Recorded _____

This form is to be filed with the Superintendent by the first of the month, at which time the Board of Education, at the next regular meeting, will act upon the donation. No item may be accepted as a donation or gift, nor may any item be installed on school premises, prior to the BOE accepting the gift or donation.

Those considering making gifts to the District should note that the District can assume no responsibility for the accuracy of estimated values assigned to the donated item(s). Donors should also note that while the District will attempt to comply with any stated preferences of the donor(s) relative to the use of the item(s) by a particular program/grade/school, etc., it must nevertheless reserve the right to reassign and/or reallocate such gifts as it deems appropriate so as to best serve the interests of the District.

ASBO

SUFFOLK CHAPTER

CM9205

Congratulations!

As an active member of the Suffolk Association of School Business Officials and in recognition of your consistent attendance at our monthly meetings, your district has been selected to receive a **\$500 Suffolk Association of School Business Officials Scholarship**.

As the local chapter for the New York State Association of School Business Officials, we are a charitable non-profit membership organization. Our membership includes School Business Officials and staff from school districts and BOCES in Suffolk County, students in School District Business Leader graduate programs and various associates who partner with school districts.

We utilize our monthly meetings to promote and encourage collaboration and professional development, maintain the highest ethical standards, advocate on behalf of public education and provide leadership in the management of resources to ensure quality education for all students.

It is our hope that a deserving graduating student in your district will be the recipient of this \$500 Suffolk Association of School Business Officials Scholarship in recognition of your efforts to "advance the business of education".

With gratitude,



Lorraine Dunkel
Suffolk ASBO Treasurer

President

Dr. Kathleen Acker
Huntington UFSD

Vice President

Laura Newman
Commack UFSD

Membership Chair

Timothy Laube
Eastport-South Manor CSD

Secretary

Keri Loughlin
Center Moriches SD

Treasurer

Lorraine Dunkel
Elwood UFSD

Immediate Past President

Michele Psarakis, CPA
Sachem CSD

ASBO President-Elect

James Stucchio
Eastern Suffolk BOCES



3502

SUFFOLK ASSOCIATION OF SCHOOL
BUSINESS OFFICIALS

DATE 5/25/23

1-2/210

PAY
TO THE
ORDER OF

West Lelip School District

\$ 500.00

Five Hundred Dollars & ⁰⁰/₁₀₀

DOLLARS



JPMorgan Chase Bank, N.A.
www.Chase.com

FOR

2023 scholarship

Laura [Signature]

⑈003502⑈ ⑆021000021⑆

777519305⑈

5/19/23

MEMORANDUM OF AGREEMENT

Except as modified herein, the contract between the Board of Education, West Islip Union Free School District ("District") and the West Islip Teachers' Association ("WITA"), expiring June 30, 2023, shall remain in full force and effect.

This Memorandum of Agreement shall be subject to ratification by the Board of Education and the membership of the unit. The parties' respective negotiating teams agree to recommend such ratification to their principals.

1. **Term:** July 1, 2023 to June 30, 2027.
2. **Preamble:** Delete "June 9, 2022" and replace with the date of the Board of Education approval, and delete "2022" and "2023" and replace with "2023" and "2027" respectively.
3. **Article I:** Delete from the fourth paragraph "2023" and replace with "2027."
4. **Article II.F:** Delete and replace with:

An employee may withdraw his/her dues authorization within the annual drop period by submitting written notice to the District between August 1 and August 31, and the District will implement the withdrawal with the first pay date which occurs at least two (2) weeks thereafter.
5. **Article V.B (2):** Delete "second" and replace with third."
6. **Article VI.B (1):** Delete the first paragraph and replace with:

Teachers shall note time of arrival prior to the commencement of their educational duties and responsibilities and time of departure after completion of their educational duties and responsibilities, utilizing a means as determined by the District. Such means shall not involve the use of biometric data. The intent of this paragraph is solely for the purpose of signing into and out of the building each day at the beginning and end of a shift, respectively. The purpose is not to monitor or observe unit members. The District shall not, however, be precluded from utilizing the sign in/sign out information for administrative action or discipline relating to time and or attendance issues, in accordance with applicable law and the collective bargaining agreement, in the event an incident(s) of which a teacher may be a part.

7. **Article VI.B (1):** Delete “(K-5)” from the second paragraph and replace with “(Pre-K-5).”

8. **Article VI.C:** Delete and replace with:

The District shall consult with the Association regarding the school calendar for each school year during the previous year. Should the calendar need to be modified during the school year, the District will negotiate such modification with the Association. In the event the District and the Association are unable to reach an agreement on the modification, the District shall be permitted to implement changes without declaring impasse and such changes will not be subject to grievance or other challenge.

The teacher work year obligation is 181 contact days plus three (3) conference days, for a total of 184.

To the extent that snow days are added to the calendar, they shall be in addition to the total days referred to herein. The District shall be authorized to pivot to remote instruction in the event there are more than two (2) days of closure due to weather, provided the State allows the District to treat such days as days of instruction. Should the District pivot to remote: the school day shall not exceed 4.5 hours; the length of such days shall be the same for elementary and secondary schools and periods and/or blocks of instruction shall be in abbreviated timeslots as necessary within a 4.5 hour day; the days will consist of a combination of synchronous and asynchronous instruction; and the District will communicate to families what are the District’s expectations with regard to student participation and behavior.

The District may substitute up to two (2) contact days (i.e., days of instruction) for conference days for teachers at grade levels to be determined by the District for the purposes of scoring State tests.

9. **Article VI.D:** Delete and replace with:

Teachers, other than school counselors, may be required to attend no more than two (2) evening meetings each school year; school counselors may be required to attend no more than five (5) evening meetings each school year, but for any such evenings in excess of two (2) school counselors shall be paid at the supervision rate. In addition to the meetings set forth herein, all teachers (without exception) in grades Pre-K-12 shall be required to attend an evening parent/teacher conference of no more than three hours duration.

10. **Article VI.G:** Delete the sixth sentence of the first paragraph and replace with: “The annual maximum additional 1/6th compensation shall be \$16,734 for the 2023-24 school year.”

11. **Article VI.G:** Delete everything other than the first and last paragraph and replace with:

For teacher at Grades 6 through 12, the day shall consist of five (5) teaching periods, one (1) lunch, one (1) prep, one (1) duty, and a sixth (6th) period which shall be the “professional period” for which the activities listed below will apply:

1. Common Planning;
2. Team/Grade Level Meetings;
3. Testing (Special Education);
4. Department Meetings - Time for Directors/Principals to meet with teachers individually or in groups (not necessarily the entire department);
5. Meetings with school counseling department (MTSS);
6. Parent Contact/Student Contact; and/or
7. Timely PD (defined as PD deemed necessary at some point during the school year to support the district’s instructional initiatives).

The Professional Period shall be conducted on an every other day rotation (i.e., Blue/Gold) such that one day the teacher selects professional period activities from the above listed activities, and the next day the administrator selects professional period activities from the above listed activities. Principals at each building will designate at the beginning of each school year which days shall be teacher selected professional period days for the building and which days shall be the district selected professional period days for the building and the designation shall be on an alternating day basis. Deviations by the district or the teacher from the scheduled activities must be reasonable, as outlined below.

Teachers and administrators shall approach the professional period with flexibility and with an understanding that circumstances may change prompting a need or opportunity for modification in the schedule. For example, if an issue arises in the building on a teacher selected professional period day for which support is needed for a student or students, or an unexpected professional development opportunity arises, both parties will be flexible with rearranging the every other day rotation to accommodate such circumstances. In

such situations, as much advance notice as possible will be provided to the teacher.

Lesson plans and grading for the sixth (6th) contact period are not required.

12. **Article VI.J:** Delete paragraph 1.a and replace with:
 - a. for pre-kindergarten: 12-20 pupils for one (1) Teacher. As noted in Article VI.Y: for class sizes of up to eighteen (18), one (1) Teaching Assistant or Teacher Aide shall be assigned for every classroom; for class sizes of nineteen (19) or twenty (20), one (1) Teaching Assistant and Teacher Aide shall be assigned to every class.

13. **Article VI.J:** Delete paragraph 1.e.3 and replace with:

Grades 7-12, laboratory, shop and other special room teachers (includes family and consumer science, engineering technology, music, speech, science lab periods, etc.): a guideline of 18-24 pupils in a class unless the teacher is assisted by a qualified aide and the physical facilities permit more pupils. The total class load should be in the range of 90-110 pupils.

14. **Article VI.K:** Delete the third and fourth sentences and replace with: “The District shall schedule forty (40) minutes of preparation time in blocks of no less than twenty (20) minutes (separate from lunch preparation) each day for Special Teachers.” Modify the sixth sentence to state: “Notwithstanding the above, teachers shall be required to remain with their classes during all visits to the District’s Planetarium, STEM lab and Computer lab.”

15. **Article VI.R.2:** Delete “K-5” and replace with “Pre-K-5.”

16. **Article VI.S:** Delete “in-service” from subdivision 2.b and replace with “professional development.” Delete “ten (10)” from the first sentence in paragraph 4 and replace with “six (6).”

17. **Article VI.X:** Add the title “**Grading.**”

18. **Article VI.Y:** Add a new subdivision Y as follows:

Y. Pre-K Teachers shall work thirty (30) minutes prior to the start of the student day, and fifteen (15) minutes after the conclusion of the student day. Responsibilities of such Teachers after the conclusion of the student day shall be as determined by the District. A Pre-K Teacher shall be entitled to a one (1) hour duty free lunch

each day and forty (40) minutes of preparation time in blocks of no less than twenty (20) minutes. Preparation periods will take place during the students' school day.

Supervision of students at arrival and dismissal will constitute the duty requirement for Pre-K Teachers, and such Teachers will not be required to perform any other duty assignment.

The work year for Pre-K Teachers shall be in accordance with the Instructional Calendar developed by the District, except that the District may modify the work year for Pre-K Teachers when doing so is in the best interest of the District but not to exceed the number of days delineated in the Instructional Calendar.

Pre-K class size shall consist of no more than twenty (20) students. For class sizes up to eighteen (18) one (1) Teacher Assistant or Teacher Aide shall be assigned for every classroom. For class sizes of 19-20 students, one (1) Teacher Assistant and Teacher Aide shall be assigned to every classroom.

Special Area Teachers shall not provide regular instruction to Pre-K students, except in circumstances determined by the District to support the learning provided by the Pre-K Teachers. Pre-K students shall, however, visit the Library on a regular basis as determined by building Administration.

Pre-K Teachers shall prepare progress reports and communicate such to parents at least two (2) times each academic year.

19. **Article VII.E:** Delete the third sentence and replace with: "Teachers who are assigned to more than one (1) school per day shall have no scheduled duties and shall be paid pursuant to this paragraph at the IRS approved per mileage rate."
20. **Article IX.:** Replace "K-6" with "Pre-K-6" in the preamble to Paragraph B.1.a, and replace "N-6" with "Pre-K-6." in Paragraph B.1.c.
21. **Article X.A:** Delete the first two sentences and replace with: "Whenever any vacancy in any position occurs, it will be communicated by the Superintendent or designee via email as far in advance of the appointment as possible."
22. **Article XII.G:** Add to the end of the sentence "to the extent allowed by law."
23. **Article XII.K:** Delete.
24. **Article XIII.A:** Delete Paragraph A (Effective July 1, 2018 through June 30, 2019).

25. **Article XIII.D:** Add as a new second paragraph: “For the 2023-24 school year only, teachers shall be permitted to utilize personal business days in half-day increments. This shall sunset effective June 30, 2024, unless the parties agree to continue beyond that date.”

26. **Article XIV.A:** Delete the first sentence and add the word “sick” after the word “Accumulated” in the second sentence.

27. **Article XV:** The following changes shall be made:

- Add a second sentence to B.1: “Salary credit may be denied for all courses for which prior approval has not been obtained.”
- Add to the end of B.4: “(September 1 - August 31).”
- Add to B.5: a new subdivision f to state: “f. Website link for course.”
- Add to D.1: delete the words “non-traditional” and replace with the words “asynchronous online” after “fifteen (15)”; and add an additional sentence to state, “A course is considered asynchronous if less than 50% of the classes are synchronous meetings.”
- Combine the first and second sentences of D.2.e to state: “graduate courses must be provided by the instructional faculty of the college or university at which the course is taken, and credits earned through such courses must be acceptable by the college or university for any graduate degree bearing program.”
- Delete the words “Non-traditional” from the beginning of D.3 and replace with “Asynchronous online.”

28. **Article XV.F:** Delete the last sentence.

29. **Article XVI:** Modify the rates set forth in Paragraphs B.1 and E to reflect increases of 2% for each of the four years of this Agreement.

30. **Article XVIII:** Revise Paragraph A to state:

Professional personnel of the school district interested in initiating curriculum, textbook or software changes will send a letter of request to the Superintendent or designee, after which the protocol for the Curriculum Council will be followed for reviewing and approving recommendations.

31. **Article XXIII:** Re-title as “SALARY SCHEDULES FOR 2023-2027 SCHOOL YEARS.” Salaries during the term of this agreement shall be increased as follows:

Effective July 1, 2023: the 2022-23 salaries shall be increased by the State-issued allowable levy growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2022, with a minimum of 1% and a maximum of 2%.

Effective July 1, 2024: the 2023-24 salaries shall be increased by the State-issued allowable levy growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2023, with a minimum of 1% and a maximum of 2%.

Effective July 1, 2025: the 2024-25 salaries shall be increased by the State-issued allowable levy growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2024, with a minimum of 1% and a maximum of 2%. Effective July 1, 2025, and after applying the percentage increase as indicated in this paragraph: Step 21 shall be unfrozen; Step 22 shall become Step 21; Step 23 shall become Step 22; Step 24 shall become Step 23; and a new Step 24 calculated at 2% above the new Step 23 shall be added to the schedule.

Effective July 1, 2026: the 2025-26 salaries shall be increased by the State-issued allowable levy growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2025, with a minimum of 1% and a maximum of 2%. Effective July 1, 2026, and after applying the percentage increase as indicated in this paragraph: Step 20 shall be unfrozen; Step 21 shall become Step 20; Step 22 shall become Step 21; Step 23 shall become Step 22; Step 24 shall become Step 23 and a new Step 24 calculated at 2% above the new Step 23 shall be added to the schedule.

Effective with the 2023-24 school year, the Pre-K Teachers Salary Schedule shall be eliminated and Pre-K teachers shall be paid in accordance with the schedules applicable to other teachers.

32. **Article XXIII:** The stipends reflected in appendices “D” and “E” shall be increased by 2% each year of this Agreement.

33. **Article XXIV. A.:** Delete the first sentence of subdivision 1 and replace with:

Effective July 1, 2023, employees shall be required to contribute 18.5% of the cost of premium for both individual and family coverage under the Empire Plan, CORE Plus Enhancements, or its equivalent. Effective July 1, 2024, employees shall be required to

contribute 19% of the cost of premium for both individual and family coverage under the Empire Plan, CORE Plus Enhancements, or its equivalent.

34. **Article XXIX:** Modify the rates to reflect increases of 2% for each of the four years of this Agreement.

35. **Article XXXI:** Modify the rates to reflect increases of 2% for each of the four years of this Agreement.

36. **Article XXXIII:** Modify the rates to reflect increases of 2% for each of the four years of this Agreement.

37. **Appendix "B" – Chairpersons:** Delete and replace with:

APPENDIX "B"

1. Provision shall be made for clerical services to be shared by all lead teachers.
2. Funds shall be appropriated for lead teacher's attendance at national subject area conventions held in eastern U.S.
3. It is recommended that the class level of lead teacher should be as follows:

Size of department

1-10 - no more than 3 classes per day
11-20 - no more than 2 classes per day
21 - no more than 1 class per day
4. A written report on the final disposition of all budget requests and all purchase requisitions will be made to each lead teacher as soon as possible after the presentation of such budget requests.
5. Lead Teachers may at their option work two (2) days prior to the teachers' first day of work and two (2) days after the teachers' work year ends and shall be paid on a per diem basis, 1/200th, of their annual salary for the additional days. If the building principals, lead teachers and Superintendent mutually agree on the need to complete certain projects in a given department prior to the opening of the new school year such as the completion of work on approved curriculum projects begun during the year and necessary for the opening

of school, then a specified period of compensated time of not more than two (2) weeks after July 1 and before August 31 shall be set aside.

38. **Appendix "C" – Stipends:** Delete Paragraph E - stipends for psychologists and special education teachers.

39. **IN WITNESS WHEREOF**, the parties hereto have set their hands and seals this day 22 of May, 2023.

WEST ISLIP UNION FREE
SCHOOL DISTRICT

By: Paul Romanelli
Dr. Paul Romanelli
Superintendent of Schools

WEST ISLIP TEACHERS' ASSOCIATION

By: Joseph Dixon
Mr. Joseph Dixon
President

P. Kane
Philip Kane

Karen McCarthy
Karen McCarthy

John Lavery
John Lavery

Karen Desz
Karen Desz

David Kaufman
David Kaufman

**Long Island School Nutrition Directors Association
Participation in the LISNDA Long Island Cooperative (LICOOP)
2023-2024 School Year**

LICOOP DISTRICT RESOLUTION

WHEREAS, It is the plan of a number of public-school districts in Nassau/Suffolk Counties, New York to bid jointly on selected Food Service Commodities, Food and Food Service Supplies for the 2023-2024 school year.

WHEREAS, West Islip Union Free School District, is desirous of participating with other districts in Nassau/Suffolk Counties in the joint bidding of the commodities mentioned above as authorized by General Municipal Law, Section 119-0 and,

WHEREAS, West Islip Union Free School District,, wishes to appoint a committee to assume the responsibility for drafting of specification, advertising for bids, accepting and opening bids, reporting the results to the boards of education and making recommendations thereon; therefore,

BE IT RESOLVED, that the BOARD OF EDUCATION FOR West Islip Union Free School District, hereby appoints Long Island School Nutrition Directors Association Long Island Cooperative to represent it in all matters related above, and,

BE IT FURTHER RESOLVED, that West Islip Union Free School District, Board of Education authorized the above-mentioned cooperative to represent it in all matters leading up to and entering into a contract for the purchase of the above-mentioned commodities, and,

BE IT FURTHER RESOLVED, that West Islip Union Free School District, Board of Education agrees to assume its equitable share of the costs of the cooperative bidding, and

BE IT FURTHER RESOLVED, that West Islip Union Free School District, Board of Education agrees (1) to abide by majority decisions of the participating districts on quality standards; (2) that unless all bids are rejected, it will award contracts according to the recommendations of the committee; (3) that after award of contract(s), it will conduct all negotiations directly with the successful bidder(s).

West Islip Union Free School District

Name of School District

President of the Board of Education - Name

Authorized Signature

Date

**Long Island School Nutrition Directors Association
Participation in the LISNDA Long Island Cooperative (LICOOP)
2023-2024 School Year**

LICOOP MEMBER AGREEMENT

- Participating districts must be a member in good standing of the Long Island School Nutrition Directors Association (LISNDA) and have a School Lunch Manager, or Director, operating their program.
- Districts must provide a signed LICOOP Member Agreement annually before September 1st.
- Districts must provide a signed LICOOP District Resolution annually before September 1st. The Resolution requires school board approval; granting the district permission to participate in the cooperative, and authority for the cooperative to recommend bid awards to the school board. The Resolution should be passed at the yearly reorganization meeting for school districts.
- Districts participating in the LICOOP must remit payment of \$500 by September 1st to the LICOOP Treasurer. This fee includes administrative, meetings, website, attorney, and advertising costs.
- If the Agreement, Resolution or Annual Fee are not received by September 1st, the district will be unable to participate in the bid cycle for the next school year.
- There are two (2) **MANDATORY** meetings each year, which **must** be attended by a representative of the school district. If a district is not represented at these meetings, without prior acceptable notification to the LICOOP Coordinator, they will be unable to participate in the bid cycle for the next school year.
- A member from each district **must** work on at least one bid team, or administrative position, to assist the LICOOP in meeting its goal of competitive and fair bidding. It is required that **all** members contribute by taking active roles in organizing, preparing, distributing, and analyzing bids, or any other tasks as necessary.
- It is the district's responsibility to actively participate in the bid process which includes, but is not limited to, bid development, item specifications, district volumes, vendor communication, collection of food labels, etc. All established timelines must be met. If timelines are not met, and participation is determined to be absent, the district forfeits bid participation for the remaining bid period and will be unable to participate in the bid cycle for the next school year. There may also be an additional fee up to \$2,000 assessed to cover the cost of completing tasks assigned and not done in a timely fashion. The fee will cover the cost of personnel and time to complete the original task.
- Districts must provide the names and email addresses of the Food Service Director and the Assistant Superintendent of their district. If the employees or email addresses change, the district must notify the Cooperative Coordinator and Secretary immediately.
- It is the district's responsibility to submit the bids to their board of education for award and approval to conduct business with recommended vendors if required.

West Islip Union Free School District

Name of School District
m.steinweis@wi.k12.ny.us

e.pellati@wi.k12.ny.us

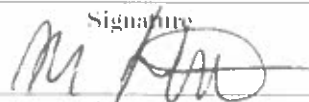
Food Service Director - Email Address
Elisa Pellati

Assistant Superintendent for Business - Email Address

Assistant Superintendent for Business - Name
Melanie Steinweis

Signature

Date



6/12/23

Food Service Director School Lunch Manager - Name

Signature

Date

RESOLVED, that the West Islip Union Free School District shall adopt the 2023 – 2024 Income Eligibility Guidelines for Free and Reduced-Price Meals.

AGENDA ITEM VI.

**2023-2024 INCOME ELIGIBILITY GUIDELINES
FOR FREE AND REDUCED PRICE MEALS**

APPROVAL F.

SM 6/20/2023

Free Eligibility Scale						Reduced Price Eligibility Scale*					
Free Lunch, Breakfast, Milk						Reduced Price Lunch, Breakfast					
Household Size	Annual	Monthly	Twice per Month	Every Two Weeks	Weekly	Household Size	Annual	Monthly	Twice per Month	Every Two Weeks	Weekly
1	\$ 18,954	\$ 1,580	\$ 790	\$ 729	\$ 365	1	\$ 26,973	\$ 2,248	\$ 1,124	\$ 1,038	\$ 519
2	\$ 25,636	\$ 2,137	\$ 1,069	\$ 986	\$ 493	2	\$ 36,482	\$ 3,041	\$ 1,521	\$ 1,404	\$ 702
3	\$ 32,318	\$ 2,694	\$ 1,347	\$ 1,243	\$ 622	3	\$ 45,991	\$ 3,833	\$ 1,917	\$ 1,769	\$ 885
4	\$ 39,000	\$ 3,250	\$ 1,625	\$ 1,500	\$ 750	4	\$ 55,500	\$ 4,625	\$ 2,313	\$ 2,135	\$ 1,068
5	\$ 45,682	\$ 3,807	\$ 1,904	\$ 1,757	\$ 879	5	\$ 65,009	\$ 5,418	\$ 2,709	\$ 2,501	\$ 1,251
6	\$ 52,364	\$ 4,364	\$ 2,182	\$ 2,014	\$ 1,007	6	\$ 74,518	\$ 6,210	\$ 3,105	\$ 2,867	\$ 1,434
7	\$ 59,046	\$ 4,921	\$ 2,461	\$ 2,271	\$ 1,136	7	\$ 84,027	\$ 7,003	\$ 3,502	\$ 3,232	\$ 1,616
8	\$ 65,728	\$ 5,478	\$ 2,739	\$ 2,528	\$ 1,264	8	\$ 93,536	\$ 7,795	\$ 3,898	\$ 3,598	\$ 1,799
Each Add'l person, add	\$ 6,682	\$ 557	\$ 279	\$ 257	\$ 129	Each Add'l person, add	\$ 9,509	\$ 793	\$ 397	\$ 366	\$ 183

*Students in New York State that are approved for reduced price meals will receive breakfast and lunch at no charge.

SNAP/TANF/FDPIR Households: Households that currently include children who receive the Supplemental Nutrition Assistance Program (SNAP) but who are not found during the Direct Certification Matching Process (DCMP), or households that currently receive Temporary Assistance to Needy Families (TANF), or the Food Distribution Program on Indian Reservations (FDPIR) must complete an Application for Free and Reduced Price School Meals/Milk, listing the child's name, a valid SNAP, TANF, or FDPIR case number and the signature of an adult household member. Eligibility for free meal benefits based on participation in SNAP, TANF or FDPIR is extended to all children in the household. When known to the School Food Authority, households will be notified of their children's eligibility for free meals based on their participation in the SNAP, TANF or the FDPIR programs. No application is necessary if the household was notified by the SFA their children have been directly certified. If the household is not sure if their children have been directly certified, the household should contact the school.

Other Source Categorical Eligibility: When known to the School Food Authority, households will be notified of any child's eligibility for free meals based on the individual child's designation as Other Source Categorically Eligible, as defined by law. Children are determined Other Source Categorically Eligible if they are Homeless, Migrant, Runaway, a foster child, or Enrolled in Head Start or an eligible pre-kindergarten program.

Foster children that are under the legal responsibility of a foster care agency or court, are eligible for free meals. Any foster child in the household is eligible for free meals regardless of income. A separate application for a foster child is no longer necessary. Foster children may also be included as a member of the foster family if the foster family chooses to also apply for benefits for other children. Including children in foster care as household members may help other children in the household qualify for benefits. If non-foster children in a foster family are not eligible for free or reduced price meal benefits, an eligible foster child will still receive free benefits

If children or households receive benefits under Assistance Programs or Other Source Categorically Eligible Programs and are not listed on the notice of eligibility and are not notified by the School Food Authority of their free meal benefits, the parent or guardian should contact the school or should submit an income application.

Other Households: Households with income the same or below the amounts listed above for family size may be eligible for and are urged to apply for free and/or reduced price meals (or free milk). They may do so by completing the Application for Free and Reduced Price School Meals/Milk sent home with the letter to parents. One application for all children in the household should be submitted. Additional copies are available at the principal's office in each school. **Applications may be submitted any time during the school year to Melanie Steinweis, School Lunch Manager. Please contact Melanie Steinweis at 631-930-1510 with any questions regarding the application process.**

Households notified of their children's eligibility must contact the School Food Authority if they choose to decline the free meal benefits. Households may apply for benefits at any time throughout the school year. Children of parents or guardians who become unemployed or experience a financial hardship mid-year may become eligible for free and reduced price meals at any point during the school year.

Children in households receiving Women, Infants and Children (WIC) benefits may be eligible for free or reduced price meals through the application process.

For up to 30 operating days into the new school year (or until a new eligibility determination is made, whichever comes first) an individual child's free or reduced price eligibility status from the previous year will continue within the same School Food Authority. When the carryover period ends, unless the household is notified that their children are directly certified or the household submits an application that is approved, the children's meals must be claimed at the paid rate. Though encouraged to do so, the School Food Authority is not required to send a reminder or a notice of expired eligibility.

The information provided on the application will be confidential and will be used for determining eligibility. The names and eligibility status of participants may also be used for the allocation of funds to federal education programs such as Title I and National Assessment of Educational Progress (NAEP), State health or State education programs, provided the State agency or local education agency administers the programs, and for federal, State or local means-tested nutrition programs with eligibility standards comparable to the NSLP. Eligibility information may also be released to programs authorized under the National School Lunch Act (NSLA) or the Child Nutrition Act (CNA). The release of information to any program or entity not specifically authorized by the NSLA will require a written consent statement from the parent or guardian.

The School Food Authority does, however, have the right to verify at any time during the school year the information on the application. If a parent does not give the school this information, the child/children will no longer be able to receive free or reduced price meals.

Under the provisions of the policy, the designated official will review applications and determine eligibility. If a parent is dissatisfied with the ruling of the designated official, he/she may make a request either orally or in writing for a hearing to appeal the decision. Elisa Pellati, CPA, Assistant Superintendent for Business whose address is West Islip Union Free School District, Michael & Christine Freyer Administration Building, 100 Sherman Ave., West Islip, N.Y. 11795 has been designated as the Hearing Official. Hearing procedures are outlined in the policy. However, prior to initiating the hearing procedure, the parent or School Food Authority may request a conference to provide an opportunity for the parent and official to discuss the situation, present information, and obtain an explanation of the data submitted in the application or the decisions rendered. The request for a conference shall not in any way prejudice or diminish the right to a fair hearing.

Only complete applications can be approved. This includes complete and accurate information regarding: the SNAP, TANF, or FDPIR case number; the names of all household members; on an income application, the last four digits of the social security number of the person who signs the form or an indication that the adult does not have one, and the amount and source of income received by each household member. In addition, the parent or guardian must sign the application form, certifying the information is true and correct.

In the operation of child feeding programs, no child will be discriminated against because of race, sex, color, national origin, age, disability or limited English proficiency.

Nondiscrimination Statement: This explains what to do if you believe you have been treated unfairly.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410, or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

RESOLVED, that the West Islip Union Free School District shall request an exemption from implementing a school breakfast program in the below listed schools for the 2023-2024 school year.

BAYVIEW ELEMENTARY SCHOOL
MANETUCK ELEMENTARY SCHOOL
OQUENOCK ELEMENTARY SCHOOL
PAUL J. BELLEW ELEMENTARY SCHOOL

June, 2023



AGENDA ITEM VI.
APPROVAL H.
SM 6/20/2023

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

TO: Elisa Pellati
FROM: Lauren Lay
DATE: June 13, 2023
RE: Bayview Library -Weeding

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

Total Copies Weeded: 705

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

Cc: John Mullins, Kevin McLoughlin



West Islip Public Schools

Debbie Langone

Director of Science and Engineering Technology K-12

1 Lion's Path, West Islip, NY 11795

Email: D.Langone@wi.k12.ny.us

Phone (631) 504-5809

To: Paul Romanelli
From: Debbie Langone
Date: June 13, 2023
RE: Surplus of Books

This memorandum is to request that we excess the following books from West Islip High School:

Quantity: 46
Course: AP Chemistry
Title: Biology: Chemistry AP, 13th Edition
Brown/LeMay
ISBN 0-13-357412-8

These texts were written to support an old AP Chemistry curriculum and do not support the new curriculum released from the AP College Board.

If you need any further information, please let myself or Ms. Morana know.

Pc: Dawn Morrison
Elisa Pellati
Melissa Morana

**ADDENDUM CONTRACT FOR RECEIPT OF FEDERAL IDEA-ARP
PART B FLOW-THROUGH ALLOCATIONS
2021-2023**

This agreement is entered into this 19th day of April, 2023 by and between the Board of Education of the West Islip Union Free School District (hereinafter Local Educational Agency (LEA), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York and Suffolk County Department of Health Services, Hauppauge, New York 11788-3620.

WITNESSETH:

WHEREAS, the Individuals With Disabilities Education Act (IDEA) and the New York State Education Law require local education agencies to sub-allocate federal IDEA-American Rescue Plan (ARP) flow-through funds in connection with IDEA-ARP Part B, Section 611 and Section 619, to eligible approved special education programs; and

WHEREAS, pursuant to the directives of the State Education Department, it is necessary for the LEA and the ASEP to enter into a legal agreement to facilitate the sub-allocation of federal IDEA-ARP flow-through funds for the 2021-2023 school year; and

WHEREAS, the ASEP is an approved special education provider registered with the State Education Department, and is authorized to establish, conduct, operate and maintain an educational program for preschool and/or school-age children placed in such programs for the provision of special education services consistent with the IDEA and New York State Education Law; and

WHEREAS, the LEA has authorized the placement of students in the ASEP; and

WHEREAS, the ASEP provided special education services and/or related services to students of the LEA as of [date students were placed in ASEP]; and

WHEREAS, the ASEP has submitted an Approved Special Education Program Request For IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The ASEP certifies that it has submitted an Approved Special Education Program Request for IDEA Sub-Allocation (SEDCAR-1 Form) to the LEA by November 27, 2020 (the date on which you received SEDCAR-1 form from service provider). The SEDCAR-1 Form is attached as Exhibit "A" and incorporated by reference herein.

2. The ASEP further certifies that the only students included in the SEDCAR-1 form are those Section 611 and Section 619 students with disabilities who were placed in its program by the LEA's Committee on Special Education (CSE) or Committee on Preschool Special Education (CPSE), and who were served in accordance with their respective Individual Education Programs (IEP) as of October 7, 2020.
3. In the event there is a discrepancy between the number of Section 611 and/or Section 619 students indicated on the SEDCAR-1 Form and the LEA's count of such students, upon request by the LEA, the ASEP shall provide documentation verifying the number and identity of Section 611 and Section 619 students indicated on the SEDCAR-1 Form, as well as any other requested information, documentation or records relevant to such students.
4. The ASEP certifies that it has provided, and will continue to provide a program of educational instruction to the Section 611 and Section 619 students listed on the SEDCAR-1 Form pursuant to all applicable laws, rules and regulations, and in accordance with each student's IEP.
5. Sub-Allocation Amounts:
 - a) The sub-allocation amounts to be paid by the LEA to the ASEP shall be calculated in accordance with New York State Law and the current procedures established by the New York State Education Department.
 - b) Funds received by the LEA pursuant to IDEA-ARP Section 619 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-5 who were placed in the ASEP by the LEA and who were receiving services from the ASEP as of [date stated in paragraph 2].
 - The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$193.00.
 - The per-capita (per-student) sub-allocation amount for preschool students receiving related services only is \$ N/A (*1/3 of the calculated per-student vendor funding amount*).
 - c) Funds received by the LEA pursuant to IDEA-ARP Section 611 shall be sub-allocated to the ASEP on a per-capita (per-student) basis, based upon the number of students ages 3-21 who were placed in the ASEP by LEA and who were receiving services from the ASEP as of [date stated in paragraph 2].
 - The per-capita (per-student) sub-allocation amount for students receiving special education programming and instruction is \$305.00.
 - The per-capita (per-student) sub-allocation amount for pre-school students receiving related services only is \$ N/A (*1/3 of the calculated per-student vendor finding amount*).

- d) The LEA shall only be responsible for the sub-allocation of Section 611 and Section 619 IDEA-ARP flow-through funds to the ASEP for the number of students listed on the ASEP's SEDCAR-1 form, subject to the verification of such number by the LEA.
6. The above-referenced sub-allocations of IDEA-ARP Section 611 and 619 funds shall be paid by the LEA to the ASEP in the same proportion as funds are disbursed to the LEA by the State Education Department, within (30) calendar days after the LEA receives any portion of its allocation of funds for the current year. The last ten (10%) payment to the ASEP shall be made prior to the LEA's submission of its FS-10-F form.
 7. The ASEP agrees to provide the LEA with periodic reports describing the services provided to students pursuant to this Agreement, and the expenditures incurred in connection with the same. The submission of such reports is a condition precedent to the LEA's obligations under this Agreement.
 8. The ASEP agrees to provide the LEA with a completed Final Expenditure Report within thirty (30) days from the last date of the 2022-23 school year; said report shall reflect an appropriate expenditure of funds, as authorized under the IDEA, for the 2022-23 school year.
 9. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation of flow-through funds. Should the ASEP fail to provide the LEA access to such accounts/records, the LEA shall have the right, at the ASEP's sole expense, to audit the ASEP's program to determine compliance with IDEA and the ASEP's obligations under this Agreement.
 10. The ASEP shall notify the LEA immediately in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.
 11. It is expressly understood that this Agreement shall not be assigned, sold, or transferred without prior written consent from the other party.
 12. If any provision of this Agreement shall be determined to be illegal, invalid 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.
 13. 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.

14. This Agreement, including Exhibits hereto, is the complete and exclusive statement of understanding between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
15. This Agreement may not be changed orally, but only by an agreement, in writing, signed by the parties hereto.
16. 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.

West Islip Union Free School District

BY: _____
President, Board of Education

Suffolk County Department of Health Services

BY: _____

INSTRUCTIONAL SERVICES CONTRACT-SUMMER CONTRACT

This Agreement is entered into this 1st day of July 1, 2023 by and between the Board of Education of the West Islip Union Free School District (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at Michael & Christine Freyer Building, 100 Sherman Avenue, West Islip, New York, 11795, and the East Moriches Union Free School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 9 Adelaide Avenue, East Moriches, New York 11940.

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; and

WHEREAS, the RECEIVING DISTRICT is a public school district within the State of New York authorized to provide educational services to students;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

1. The term of this Agreement shall be from July 1, 2023 through August 31, 2023, inclusive, unless terminated early as provided for in this Agreement. It is understood that neither party is under any obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

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

1. 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.
2. 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. This indemnity shall survive the termination of this Agreement.

3. 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 SENDING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. This indemnity shall survive the termination of this Agreement.

C. SERVICES AND RESPONSIBILITIES:

1. The RECEIVING DISTRICT shall provide to the students listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, instruction services and Special Education and Related Services as set forth in each student's Individual Education Plan (IEP), with the exception that the Related Services required in each student's IEP, if any, will be provided by Complete Rehab pursuant to a separate contract to be entered into between Complete Rehab and the SENDING DISTRICT.
 - a. The SENDING DISTRICT shall give written notice to the RECEIVING DISTRICT if the student(s) is to be deleted from the Confidential Schedule A. Such notice shall be given thirty (30) days in advance or as soon as the SENDING DISTRICT becomes aware of the student terminating attendance in the RECEIVING DISTRICT'S program. In the event that a student is deleted during the term of this Agreement, the payment amount owed by the SENDING DISTRICT shall be adjusted accordingly.
2. The services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with State curriculum and standards.
3. The RECEIVING DISTRICT agrees to submit to the SENDING DISTRICT, upon request, progress of the services rendered.
4. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement.
5. 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.
6. The RECEIVING DISTRICT shall make qualified personnel available to participate in meetings via telephone of the SENDING DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.

7. The RECEIVING DISTRICT shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act including background checks and fingerprinting of all staff directly providing services to students. If requested, the RECEIVING DISTRICT shall provide the SENDING DISTRICT with the proof of clearance for employment from the New York State Education Department.
8. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to tender full reports concerning the education and progress of the students to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of the students covered by the terms of this Agreement.
9. 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.
10. In the event that the parent or person in parental relation to the students 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.
11. The SENDING DISTRICT shall promptly notify the RECEIVING DISTRICT of any modifications of the student's IEP.

D. REPRESENTATIONS:

1. 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. Upon the execution of this Agreement, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to the students under this Agreement.
2. 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.

E. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for the students receiving services in the amount of the Actual Cost per student based on the services provided by the RECEIVING DISTRICT under the student's current IEP, please see attachment (which is currently estimated at \$6,354.64, but is subject to revision in accordance with the services actually rendered). The cost of the Related Services provided by Complete Rehab, including but not limited to OT and PT, if required under the student(s)' IEP will be billed by Complete Rehab directly to the SENDING DISTRICT.
2. The cost of the Behavior Consultation in School, per student, as per current IEP, will be provided by the Institute for Children with Autism; however if Institute for Children with Autism is unable to provide such services or the parties decide they no longer want Institute for Children with Autism to provide such services, they will be provided by an agency that is mutually agreeable to the parties. The RECEIVING DISTRICT will pay these charges directly to the Institute for Children with Autism, or pursuant to the circumstances above, to an agency that is mutually agreeable to the parties. The SENDING DISTRICT will reimburse the RECEIVING DISTRICT for those charges. THE RECEIVING DISTRICT will provide to the SENDING DISTRICT a copy of the monthly invoices and backup sheets paid by the RECEIVING DISTRICT. These costs will be added to the SENDING DISTRICTS' MONTHLY INVOICE.

F. INSURANCE:

1. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the SENDING DISTRICT (and the Board of Education) as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT, its officers, agents, or employees 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 (\$3,000,000.00).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. There shall be a thirty (30) day written notice to the SENDING DISTRICT in the event of cancellation or non-renewal.
4. Upon execution of this Agreement, the RECEIVING DISTRICT shall supply the SENDING DISTRICT with a Certificate of Insurance which includes the

SENDING DISTRICT (and the Board of Education) as additional insured, a copy of the Declaration pages of said policy/policies, and a copy of the Additional Insured Endorsement.

G. TERMINATION:

1. 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.
2. 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.
3. 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.

H. NOTICES:

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

To Sending District:

Dr. Paul Romanelli
Superintendent of Schools
Michael & Christine Freyer Building
100 Sherman Avenue
West Islip, New York, 11795

To Receiving District:

Mr. Dean Mittleman
Superintendent of Schools
East Moriches Union Free School District
9 Adelaide Avenue
East Moriches, New York 11940

I. SUCCESSORS AND ASSIGNS:

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

J. WAIVER OF RIGHTS:

1. 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.

K. SEVERABILITY:

1. 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.

L. GOVERNING LAW:

1. 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

M. ENTIRE AGREEMENT:

1. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: 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 authorized representatives of both parties.

West Islip UFSD

EAST MORICHES UFSD

By: President, Board of Education

By: President, Board of Education

Date _____

Date _____

SUBJECT: CONFIDENTIALITY OF COMPUTERIZED INFORMATION

The development of centralized computer banks of educational data gives rise to the question of the maintenance of confidentiality of such data while still conforming to the New York State Freedom of Information Law. The safeguarding of confidential data from inappropriate use is essential to the success of the District's operation.

Definitions

Authorized Representative: an authorized representative is any individual or entity designated by a State or local educational authority or a Federal agency headed by the Secretary, the Comptroller General or the Attorney General to carry out audits, evaluations, or enforcement or compliance activities relating to educational programs.

Education Record: means those records, in any format, directly related to the student and maintained by the district or by a party acting on behalf of the district, except:

- (a) records in the sole possession of the individual who made it and not accessible or revealed to any other person except a substitute;
- (b) records of the district's law enforcement unit;
- (c) records of treatment created or maintained by a physician, psychiatrist, psychologist or other professional/paraprofessional acting that capacity.

Eligible student: a student who has reached the age of 18 or is attending postsecondary school.

Legitimate educational interest: a school official has a legitimate educational interest if they need to review a student's record in order to fulfill his or her professional responsibilities.

Personally identifiable information: is information that would allow a reasonable person in the school or its community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Such data might include social security number, student identification number, parents/persons in parental relations name and/or address, a biometric record, etc.

School official: a person who has a legitimate educational interest in a student record who is employed by the district as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a member of the Board of Education; a person or company with whom the district has contracted to perform a special task (such as attorney, auditor, medical consultant or therapist); or a parent/person in parental relations or student serving on an official committee, such as disciplinary or grievance committee, or assisting another school official performing his or her tasks.

Access to Student Records

Access to confidential computerized data shall be limited only to authorized personnel of the School District who have been determined to have a legitimate educational interest, or in the following situations:

1. To officials of another school, school system or post-secondary institution where the student seeks or intends to enroll.
2. To authorized representatives of the Comptroller General of the United States, the U.S. Secretary of Education, the U.S. Attorney General, or state and local education authorities in connection with an audit or evaluation of a federal- or state-supported education program or in compliance with legal requirements related to those programs.
3. In connection with the student's application for or receipt of financial aid.

4. To state and local officials or authorities in compliance with state law that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are being released.
5. To organizations conducting studies for, or on behalf of, education agencies or institutions, in order to develop, validate or administer predictive tests, administer student aid, or improve instruction.
6. To accrediting organizations to carry out their accrediting functions.
7. To parents/persons in parental relations of a dependent student, as defined by the Internal Revenue Code.
8. To comply with a judicial order or lawfully issued subpoena, including ex parte court orders under the USA Patriot Act. Prior to complying with a judicial order or subpoena, the district will make a reasonable effort to notify the parent/person in parental relations or eligible student, unless the district has been ordered not to disclose the existence or content of the order or subpoena.
9. In connection with a health or safety emergency in accordance with law.
10. To provide information that the district has designated as "directory information."
11. To a court, when the district is involved in legal action against a parent/person in parental relations or student, those records necessary to proceed with the legal action.

It shall be a violation of the District's policy to release confidential computerized data to any unauthorized person or agency. Any employee who releases or otherwise makes improper use of such computerized data shall be subject to disciplinary action.

The district will use reasonable methods to provide access to student educational records to only those authorized under the law and to authenticate the identity of the requestor. The district uses an array of methods to protect records, including physical controls (such as locked cabinets), technological controls, such as role-based access controls for electronic records), and administrative procedures. The district will document requests for and release of records, and retain the documentation in accordance with law.

However, if the computerized information sought is available under the Freedom of Information Law and can be retrieved by means of existing computer programs, the District is required to disclose such information.

Public Officers Law Sections 84 et seq.

**SUBJECT: INFORMATION AND DATA PRIVACY, SECURITY, BREACH AND NOTIFICATION
REGULATION**

This regulation addresses information and data privacy, security, breach and notification requirements for student and teacher/principal personally identifiable information under Education Law §2-d, as well as private information under State Technology Law §208.

The district will inventory its computer programs and electronic files to determine the types of information that is maintained or used by the district, and review the safeguards in effect to secure and protect that information.

I. Student and Teacher/Principal "Personally Identifiable Information" under Education Law §2-d

A. Definitions

"*Biometric record*," as applied to student PII, means one or more measurable biological or behavioral characteristics that can be used for automated recognition of person, which includes fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting.

"*Breach*" means the unauthorized acquisition, access, use, or disclosure of student PII and/or teacher or principal PII by or to a person not authorized to acquire, access, use, or receive the student and/or teacher or principal PII.

"*Disclose*" or *Disclosure* mean to permit access to, or the release, transfer, or other communication of PII by any means, including oral, written, or electronic, whether intended or unintended.

"*Personally Identifiable Information*" (PII) as applied to students means the following information for district students:

1. the student's name;
2. the name of the student's parent or other family members;
3. the address of the student or student's family;
4. a personal identifier, such as the student's social security number, student number, or biometric record;
5. other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
6. other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
7. information requested by a person who the district reasonably believes knows the identity of the student to whom the education record relates.

"*Personally Identifiable Information*" (PII) as applied to teachers and principals means results of Annual Professional Performance Reviews that identify the individual teachers and principals, which are confidential under Education Law §§3012-c and 3012-d, except where required to be disclosed under state law and regulations.

"*Third-Party Contractor*" means any person or entity, other than an educational agency (i.e., a school, school district, BOCES or State Education Department), that receives student or teacher/principal PII from the 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 the educational agency, or audit or evaluation of publicly funded programs. This includes an educational partnership organization that receives student and/or teacher/principal PII from a school district to carry out its responsibilities pursuant to Education Law §211-e (for persistently lowest-achieving schools or schools under registration review) and is not an educational agency. This also includes a not-for-profit corporation or other nonprofit organization, other than an educational agency.

B. Complaints of Breaches or Unauthorized Releases of PII

If a parent/guardian, eligible student, teacher, principal or other district employee believes or has evidence that student or teacher/principal PII has been breached or released without authorization, they must submit this complaint in writing to the district. Complaints may be received by the Data Protection Officer, but may also be received by any district employee, who must immediately notify the Data Protection Officer. This complaint process will be communicated to parents, eligible students, teachers, principals, and other district employees.

The district will acknowledge receipt of complaints promptly, commence an investigation, and take the necessary precautions to protect personally identifiable information.

Following its investigation of the complaint, the district will provide the individual who filed a complaint with its findings within a reasonable period of time. This period of time will be no more than 60 calendar days from the receipt of the complaint.

If the district requires additional time, or if the response may compromise security or impede a law enforcement investigation, the district will provide the individual who filed a complaint with a written explanation that includes the approximate date when the district will respond to the complaint.

The district will maintain a record of all complaints of breaches or unauthorized releases of student data and their disposition in accordance with applicable data retention policies, including the Records Retention and Disposition Schedule LGS-1.

C. Notification of Student and Teacher/Principal PII Breaches

If a third-party contractor has a breach or unauthorized release of PII, it will promptly notify the Data Protection Officer in the most expedient way possible, without unreasonable delay, but no more than seven calendar days after the breach's discovery.

The Data Protection Officer will then notify the State Chief Privacy Officer of the breach or unauthorized release no more than 10 calendar days after it receives the third-party contractor's notification using a form or format prescribed by the State Education Department.

The Data Protection Officer will report every discovery or report of a breach or unauthorized release of student, teacher or principal data to the Chief Privacy Officer without unreasonable delay, but no more than 10 calendar days after such discovery.

The district will notify affected parents, eligible students, teachers and/or principals in the most expedient way possible and without unreasonable delay, but no more than 60 calendar days after the discovery of a breach or unauthorized release or third-party contractor notification.

However, if notification would interfere with an ongoing law enforcement investigation or cause further disclosure of PII by disclosing an unfixed security vulnerability, the district will notify parents, eligible students, teachers and/or principals within seven calendar days after the security vulnerability has been remedied or the risk of interference with the law enforcement investigation ends.

Notifications will be clear, concise, use language that is plain and easy to understand, and to the extent available, include:

- a brief description of the breach or unauthorized release,
- the dates of the incident and the date of discovery, if known;
- a description of the types of PII affected;
- an estimate of the number of records affected;
- a brief description of the district's investigation or plan to investigate; and
- contact information for representatives who can assist parents or eligible students with additional questions.

Notification must be directly provided to the affected parent, eligible student, teacher or principal by first-class mail to their last known address; by email; or by telephone.

Where a breach or unauthorized release is attributed to a third-party contractor, the third-party contractor will pay for or promptly reimburse the district for the full cost of such notification.

The unauthorized acquisition of student social security numbers, student ID numbers, or biometric records, when in combination with personal information such as names or other identifiers, may also constitute a breach under State Technology Law §208 if the information is not encrypted, and the acquisition compromises the security, confidentiality, or integrity of personal information maintained by the district. In that event, the district is not required to notify affected people twice, but must follow the procedures to notify state agencies under State Technology Law §208 outlined in section II of this regulation.

II. "Private Information" under State Technology Law §208

A. Definitions

"Private information" means either:

1. personal information consisting of any information in combination with any one or more of the following data elements, when either the data element or the personal information plus the data element is not encrypted or encrypted with an encryption key that has also been accessed or acquired:
 - Social security number;
 - Driver's license number or non-driver identification card number;
 - Account number, credit or debit card number, in combination with any required security code, access code, password or other information which would permit access to an individual's financial account;
 - account number or credit or debit card number, if that number could be used to access a person's financial account without other information such as a password or code; or
 - biometric information (data generated by electronic measurements of a person's physical characteristics, such as fingerprint, voice print, or retina or iris image) used to authenticate or ascertain a person's identity; or
2. a user name or email address, along with a password, or security question and answer, that would permit access to an online account.

"Private information" does not include information that can lawfully be made available to the general public pursuant to federal or state law or regulation;

"Breach of the security of the system" means unauthorized acquisition or acquisition without valid authorization of physical or computerized data which compromises the security, confidentiality, or integrity of personal information maintained by the district. Good faith acquisition of personal information by an officer or employee or agent of the district for the purposes of the district is not a breach of the security of the system, provided that the private information is not used or subject to unauthorized disclosure.

B. Procedure for Identifying Security Breaches

In determining whether information has been acquired, or is reasonably believed to have been acquired, by an unauthorized person or a person without valid authorization, the district will consider:

1. indications that the information is in the physical possession and control of an unauthorized person, such as removal of lost or stolen computer, or other device containing information;
2. indications that the information has been downloaded or copied;

3. indications that the information was used by an unauthorized person, such as fraudulent accounts opened or instances of identity theft reported; and/or
4. any other factors which the district shall deem appropriate and relevant to such determination.

C. Notification of Breaches to Affected Persons

Once it has been determined that a security breach has occurred, the district will take the following steps:

1. If the breach involved computerized data *owned or licensed* by the district, the district will notify those New York State residents whose private information was, or is reasonably believed to have been accessed or acquired by a person without valid authorization. The disclosure to affected individuals will be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and to restore the integrity of the system. The district will consult with the New York State Office of Information Technology Services to determine the scope of the breach and restoration measures.
2. If the breach involved computer data *maintained* by the district, the district will notify the owner or licensee of the information of the breach immediately following discovery, if the private information was or is reasonably believed to have been accessed or acquired by a person without valid authorization.

The required notice will include (a) district contact information, (b) a description of the categories information that were or are reasonably believed to have been accessed or acquired without authorization, (c) which specific elements of personal or private information were or are reasonably believed to have been acquired and (d) the telephone number and website of relevant state and federal agencies that provide information on security breach response and identity theft protection and prevention. This notice will be directly provided to the affected individuals by either:

1. Written notice
2. Electronic notice, provided that the person to whom notice is required has expressly consented to receiving the notice in electronic form; and that the district keeps a log of each such electronic notification. In no case, however, will the district require a person to consent to accepting such notice in electronic form as a condition of establishing a business relationship or engaging in any transaction.
3. Telephone notification, provided that the district keeps a log of each such telephone notification.

However, if the district can demonstrate to the State Attorney General that (a) the cost of providing notice would exceed \$250,000; or (b) that the number of persons to be notified exceeds 500,000; or (c) that the district does not have sufficient contact information, substitute notice may be provided. Substitute notice would consist of all of the following steps:

1. E-mail notice when the district has such address for the affected individual;
2. Conspicuous posting on the district's website, if they maintain one; and
3. Notification to major media.

However, the district is not required to notify individuals if the breach was inadvertently made by individuals authorized to access the information, and the district reasonably determines the breach will not result in misuse of the information, or financial or emotional harm to the affected persons. The district will document its determination in writing and maintain it for at least five years, and will send it to the State Attorney General within ten days of making the determination.

Additionally, if the district has already notified affected persons under any other federal or state laws or regulations regarding data breaches, including the federal Health Insurance Portability and Accountability Act, the federal Health Information Technology for Economic and Clinical Health (HI TECH) Act, or New York State Education Law §2-d, it is not required to notify them again. Notification to state and other agencies is still required.

D. Notification to State Agencies and Other Entities

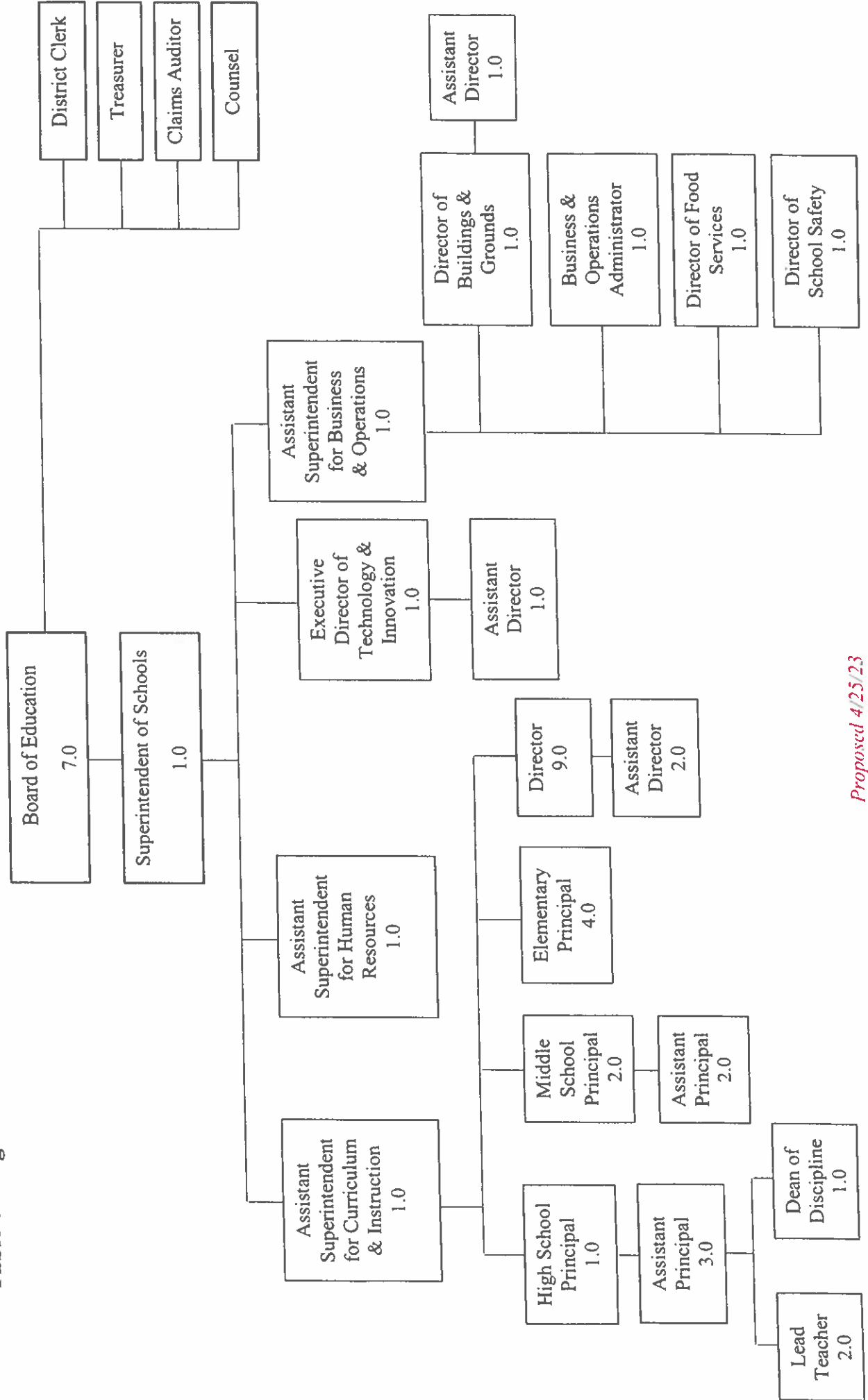
Once notice has been made to affected New York State residents, the district shall notify the State Attorney General, the State Department of State, and the State Office of Information Technology Services as to the timing, content, and distribution of the notices and approximate number of affected persons.

If more than 5,000 New York State residents are to be notified at one time, the district will also notify consumer reporting agencies as to the timing, content and distribution of the notices and the approximate number of affected individuals. A list of consumer reporting agencies will be furnished, upon request, by the Office of the State Attorney General.

If the district is required to notify the U.S. Secretary of Health and Human Services of a breach of unsecured protected health information under the federal Health Insurance Portability and Accountability Act (HIPAA) or the federal Health Information Technology for Economic and Clinical Health (HI TECH) Act, it will also notify the State Attorney General within five business days of notifying the Secretary.

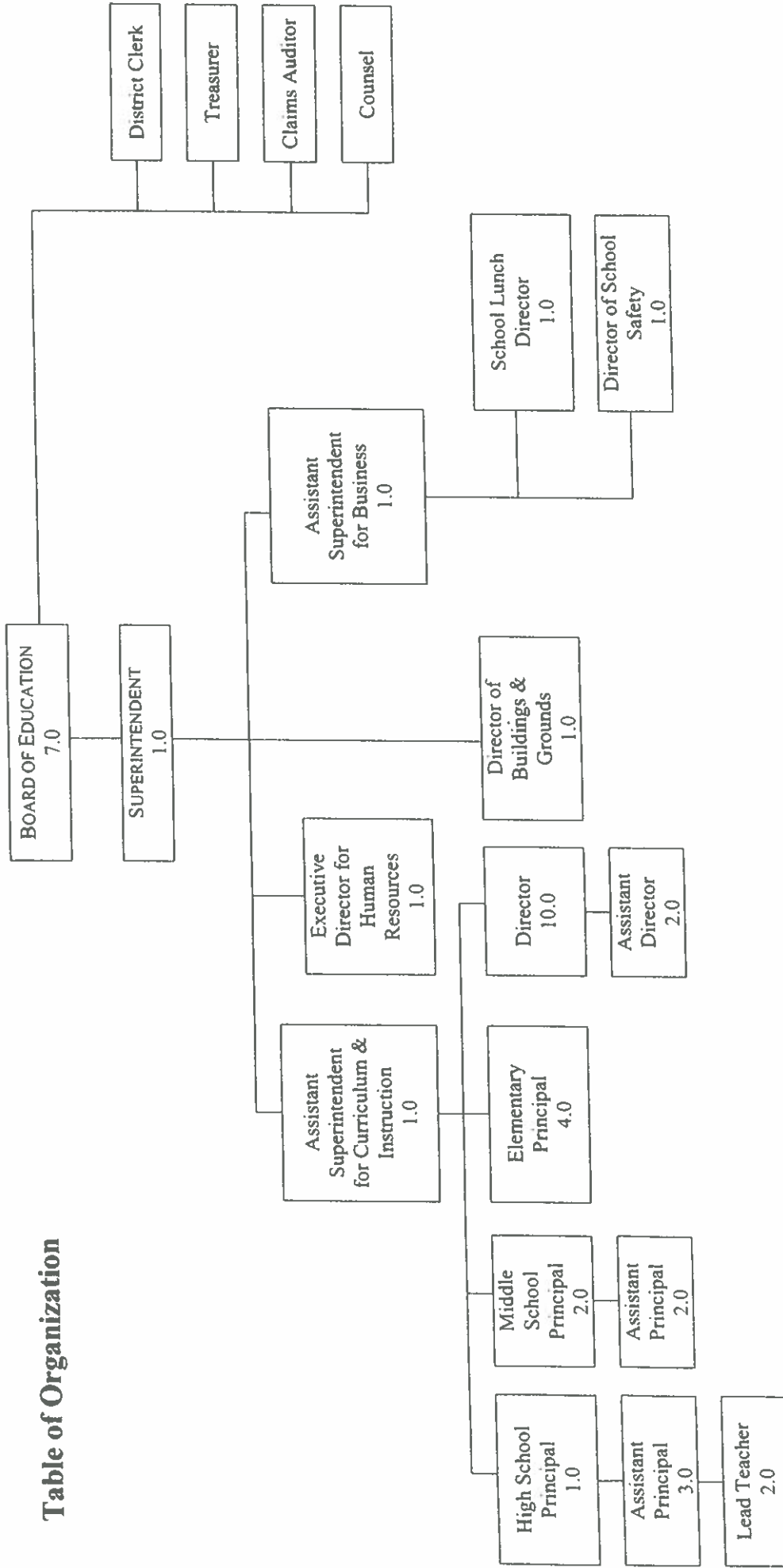
Adoption date:

Table of Organization



Proposed 4/25/23

Table of Organization



SUBJECT: COMMUNITY SERVICE/Civic Engagement Requirement (CER)

The Board of Education desires that students shall aspire for all students to become concerned, connected and contributing members of the West Islip community, and the world-at-large. To this end, effective with the Class of 2022, 2024 -it is expected that all students engage in community service/civic engagement as a requirement for graduation. Those students who have completed one hundred or more hours of community service during their high school careers shall receive a diploma endorsement and will be recognized with a seal that will be affixed to their diplomas and through notations on their official high school transcript and in the graduation program. The CER requires students to engage with their school and local community, add value to the environment in which they live, and build meaningful experience that transcends high school.

The requirement can be met by students satisfying one of the following requirements prior to June of the year in which they graduate;

- Complete CAS within the district's IB Program; or
- Complete the Seal of Civic Readiness; or
- Complete Stand Alone CER requirements – 40 Points

*Oversight will be provided via the Civic Engagement Coordinator.

*Pro-rated for transfer students.

*Appeals/Waivers for extenuating circumstances can be submitted for consideration to the student's school counselor and Civic Engagement Coordinator.

The aforementioned CER graduation requirement will be phased in commencing with the Class of 2024 as per the following schedule.

<u>Class of 2024</u>	<u>Complete CAS within our IB Programme; or Complete the Seal of Civic Readiness*, or Complete CER requirements – 10 Points</u>
<u>Class of 2025</u>	<u>Complete CAS within our IB Programme; or Complete the Seal of Civic Readiness; or Complete Stand Alone CER requirements – 20 Points</u>
<u>Class of 2026</u>	<u>Complete CAS within our IB Programme; or Complete the Seal of Civic Readiness; or Complete Stand Alone CER requirements – 30 Points</u>

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Class of 2027	Complete CAS within the district's IB Program; or Complete the Seal of Civic Readiness; or Complete Stand Alone CIR requirements – 40 Points
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Regulations will be developed to guide the Community Service and Involvement Program (CSIP).

SUBJECT: STUDENT HEALTH SERVICES

The District shall provide health services designed to promote, maintain, and improve the health of both students and staff members.

A registered nurse shall be assigned to every school building in the District.

All students shall have a periodic physical examination as indicated below and such examination shall be conducted in accordance with all legal requirements.

Proof of examination by a private physician, subject to the approval of the school physician, shall be accepted in lieu of an examination in school. Private physicians shall indicate this proof using forms provided by the District. Such examinations shall be at the expense of the parent/guardian.

The required physical exams are as follows:

- a) Grades ~~Pre-K or K, one, three, five, seven, nine, and eleven~~ ~~K, two, four, seven, and ten~~;
- b) Students transferring into the District whose health records show no examination in the previous grade listed in a) above;
- c) All athletes prior to their first sport of the school year, then only those who were injured or ill during their first sport before participating in a second sport during that school year;
- d) Students who need a work permit, as required;
- e) All students referred.

For information addressing Exposure Control Program, Communicable Diseases and AIDS/HIV, refer to Policies #5690, 5691 and 5692 respectively.

Education Law Section 912
8 New York Code of Rules and Regulations
(NYCRR) Sections 135.4 and 136

SUBJECT: CONTROVERSIAL ISSUES

Controversial issues may be studied as part of the curriculum and teachers shall present these issues in their classrooms in an impartial and objective manner.

Teachers wishing to call upon outside speakers in the presentation of controversial issues are required to obtain the approval of the principal who shall keep in mind the obligation for presenting opposing views as well, and who shall inform the Superintendent prior to the presentation.

Parents will be notified of outside guest speakers in advance and can exercise their right to opt their child out of the presentation if they are uncomfortable with the material being presented.

The purpose of the use of outside resources shall be to broaden the dimensions of the educational process by utilizing the training, skills, and experience of those in special fields. Therefore, in arranging for the use of such, evidence should be secured in advance as to their expertise and ability to communicate with students.

The use of resource people shall have prior approval of the Superintendent or his/her designee (principal).

~~It is recognized that parents and citizens of the community have a right to protest to the school administration when convinced that unfair and biased presentations are being made or permitted by the teacher. In considering such protests, the Superintendent of Schools shall provide for a hearing so that the complainant and the teachers may fairly express their positions. If requested, the Superintendent's decision may be appealed to the Board of Education.~~

West Islip Union Free School District

CODE OF CONDUCT

DRAFT

Revised/Approved by BOE May 2023

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I. INTRODUCTION

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

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

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

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

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

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

Dignity Act Coordinator (DAC)

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

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

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

II. DEFINITIONS

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

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

Examples of Bullying:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. has or would have the effect of unreasonably and substantially interfering with a student’s educational performance, opportunities or benefits, or mental, emotional or physical well-being; or
2. reasonably causes or would reasonably be expected to cause a student to fear for his or her physical safety; or
3. reasonably causes or would reasonably be expected to cause physical injury or emotional harm to a student; or
4. occurs off school property and creates or would foreseeably create a risk of substantial disruption within the school environment, where it is foreseeable that the conduct, threats, intimidation or abuse might reach school property.

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

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

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

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

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

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

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

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

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

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

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

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

III. STUDENT’S RIGHTS AND RESPONSIBILITIES

A. Student Rights

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

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

B. Student Responsibilities

Each district student has the responsibility:

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

IV. ESSENTIAL PARTNERS

A. Parents

As partners in education, parents have the right:

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

All parents have the responsibility:

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

B. Teachers

All district teachers have the right:

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

Each district teacher has the responsibility:

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

C. Principals and Other District Administrators

All district administrators have the right:

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

Each district administrator has the responsibility:

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

D. Superintendent

The Superintendent has the responsibility:

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

E. Board of Education

The Board of Education has the responsibility:

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

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

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

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

A. Student Dress Code (Policy 7312)

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

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

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

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

Dress should:

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

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

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

B. Rules of Conduct

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

Examples include those guidelines for a safe school listed below:

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

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

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

VI. REPORTING VIOLATIONS

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

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

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

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

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

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

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

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

VII. DISCIPLINARY POLICIES AND PROCEDURES

The Dignity Act emphasizes the creation and maintenance of a positive learning environment for all students. In addition, the amended Dignity Act requires the development of measured, balanced, progressive, and age-appropriate responses to discrimination, harassment, and bullying of students by students and/or employees. Remedial responses should be included in the Code of Conduct and place the focus of discipline on discerning and correcting the reasons why discrimination, harassment, and bullying occurred. The remedial responses should also be designed to correct the problem behavior, prevent another occurrence of the behavior, and protect the target of the act. Appropriate remedial measures may include, but are not limited to:

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

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

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

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

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

B. Range of Penalties

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

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

* As limited by law and regulation.

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

C. Transportation Safety

1. Bus Safety

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

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

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

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

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

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

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

2. Bicycle Safety

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

3. Car Safety

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

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

4. Walker Safety

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

D. Cafeteria

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

E. Recess for elementary students

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

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

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

F. Classroom

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

Parents will always be apprised when a child exhibits a continuing pattern of inappropriate behavior.

G. Remote Learning

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

Disciplinary Offenses and Administrative Actions

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

General Rules of Conduct

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

Off-Campus Conduct

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

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

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

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

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

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

VIII. VIOLATIONS REGARDING ELECTRONIC DEVICES

a	<i>Use of personal electronic devices</i> such as cellular phones, music devices, video games, etc., <i>is strictly prohibited</i> during the school day. During class time, phones may not be visible, must be off , and may not be used for text messaging or taking photos/video, and may not sound a tone to indicate that a message waits, except when a teacher allows students to access information for educational purposes.
b	<i>Use of electronic device during an emergency situation</i> such as fire drills, building evacuations, etc. until given the "all clear" to do so by the Administration.
c	<i>Use of electronic devices during a test or quiz or relaying test information to others at a later time (cheating). Use of electronic devices during a State Exam (Regents/RCT)</i>
d	<i>Use of electronic devices to harass, invade privacy, or transmit inappropriate info/photos/video of self or others</i> (i.e. via internet, e-mail, instant messages, cell phones, digital photos, video clips, etc.). Cell/camera phone use in locker rooms is strictly prohibited and subject to prosecution.
e	<i>Abuse of School Computers:</i> Damage of equipment/software through physical act or electronic means or otherwise violating the Acceptable Use Policy (AUP)
f	<i>Using school computers in an inappropriate manner:</i> Changing computer screens, fonts and settings or in any other way interfering with the function of school electronic equipment, including SMART Boards
g	<i>Use of electronic device on school property or function to download or visit inappropriate websites</i>
h	<i>Use of any kind of electronic device to take a picture or video/audio recording of any kind on school property or function, without the permission of the pictured individual or of the principal or his/her designee</i>
i	<i>Use of any kind of electronic device on school property or function that compromises the health, safety and well-being of the students and school</i>

Disciplinary Offenses and Resulting Administrative Actions: Consequences for Unacceptable Behavior

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

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

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

A. Administrative Actions

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

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

1. Detention

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

2. Transportation Suspension

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

3. Suspension from Extracurricular Participation and Other Privileges

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

4. In School Suspension

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

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

B. Suspension from School

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

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

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

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

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

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

All requirements of law shall be followed:

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

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

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

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

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

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

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

C. Teacher Removal of Disruptive Students

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

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

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

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

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

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

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

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

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

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

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

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

1. Referrals

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

2. Juvenile Delinquents and Juvenile Offenders

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

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

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

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

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

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

VIII. ALTERNATIVE INSTRUCTION

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

IX. DISCIPLINARY PROCEDURES AND PENALTIES FOR STUDENTS WITH DISABILITIES

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

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

A. General Procedures for Disciplining Students With Disabilities

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

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

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

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

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

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

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

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

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

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

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

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

X. VISITORS TO THE SCHOOLS

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

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

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

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

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

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

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

A. Prohibited Conduct

Personal injury or physical restraint; property damage

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

Disruption

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

Trespassing

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

Weapons

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

Smoking, Drugs, and Alcoholic Beverages

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

B. Penalties

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

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

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

C. Guidelines

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

XII. DISSEMINATION AND REVIEW OF CODE OF CONDUCT

A. Dissemination of Code of Conduct

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

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

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

B. Review of Code of Conduct

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

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

Philosophy

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

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

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

Eligibility

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

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

Try Outs and Selection of Teams

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

Club Teams

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

Academics

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

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

Attendance

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

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

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

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

Travel

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

ALCOHOL, TOBACCO AND OTHER DRUGS

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

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

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

Sexual Harassment

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

HAZING- INITIATION CEREMONY

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

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

Uniforms

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

Awards/Letters

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

Behaviors

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

Sportsmanship Expectations - West Islip Athletes, Spectators, etc.

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

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

Spectator Behavior

Spectators are expected to:

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

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

Parent/Coach Relationship

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

Communication to expect from a coach

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

Communication coaches expect from parents

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

Appropriate concerns to discuss with coaches

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

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

Issues not appropriate to discuss with coaches

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

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

Positive Parenting

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

Procedures for Discussing a Concern with a Coach

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

WEST ISLIP PUBLIC SCHOOLS
HARASSMENT AND/OR BULLYING COMPLAINT FORM

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

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

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

Student Name: _____ Student ID: _____
 Building: _____ Grade: _____
 Date of Incident: _____ Time of Incident: _____
 Location of Incident: *(check which applies)*

• Bus _____	• Cafeteria _____	• Classroom _____	• Hallway _____
• Parking Lot _____	• Recess _____	• Locker Room/Gym _____	• Cyber _____
• Off School Grounds _____	• Specify _____	• Other _____	• Specify _____

Briefly describe incident: _____

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

List the name(s) of other possible victims:

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

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

Print Name

S _____
Signature

Date

To be completed by administrator/designee:

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

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

Principal/Designee

Date

Signature