

# AGENDA



## BOARD OF EDUCATION

April 23, 2025  
7:30 p.m.

Beach Street Middle School  
17 Beach Street

Submitted by:  
Dr. Paul Romanelli  
*Superintendent of Schools*

**A G E N D A**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**April 23, 2025**

*Beach Street Middle School*

*West Islip, New York*

- I. CALL TO ORDER**
- II. QUORUM COUNT**
- III. ANNOUNCEMENTS**
  - A) Foundational Literacy
  - B) Student Representative Report
- IV. STUDENT RECOGNITION**
  - A) Athletics
    - Girls Varsity Basketball All County ~ Courtney Xippolitos
    - Girls Varsity Basketball All County Academic ~ Courtney Xippolitos, Makenna Gagliardi
    - Varsity Wrestling All County ~ James Rogler
    - Girls Varsity Winter Track All County ~ Adilia Trim
    - Boys Varsity Winter Track All County ~ Gavin DeVito
    - Boys Varsity Swimming & Diving All County ~  
William DeWitt, Colin Stueber, Braden Felix, Brady Tyler, Brendan O'Regan
    - Varsity Cheerleading All County ~ Gianna Guadagnino, Riley Bedell
- V. DISCUSSION**
  - A) Proposed Regular Meeting, Planning Session and Committee Meeting dates ~ 2025-2026 School Year
- VI. INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted at the opening of the meeting. Each person or representative of a group will be limited to three minutes.*
- VII. APPROVAL OF MINUTES:**

A motion is needed to approve the minutes of the March 25, 2025 Planning Session.
- VIII. PERSONNEL**
- IX. CURRICULUM UPDATE**
- X. REPORT OF BOARD COMMITTEES**
  - A) Buildings and Grounds Committee {3/25/2025}
  - B) Safety Committee {4/8/2025}
  - C) Health & Wellness Committee {4/8/2025}
  - D) Education Committee {4/10/2025}
  - E) Finance Committee {4/10/2025}
  - F) Policy Committee {4/10/2025}

1. First Reading	No. 6121	Sexual Harassment
2. First Reading	No. 6121.1	Sexual Harassment of Employees
3. First Reading	No. 6121.1-R	Sexual Harassment of Employees Regulation
4. First Reading	No. 6121.1-E	Sexual Harassment of Employees Exhibit
5. First Reading	No. 7551	Sexual Harassment of Students
6. First Reading	No. 7551.1-R	Sexual Harassment of Students Regulation
7. Third Reading ~ New Policy	No. 1140	Ex. Officio Student Member of the Board
8. Third Reading ~ New Policy	No. 5684	Extreme Heat Condition Days
  - G) Special Education Committee {4/22/2025}

**XI BUSINESS ITEMS**

- A) Approval of Budget Transfers ~ General Fund (#4483-4485, 4488-4494, 4496-4497, 4499) and Capital Fund (#4487, 4495, 4498)
- B) Approval of Contracts
  - 1. Commack UFSD Health and Welfare Services 2024-2025
- C) Approval of Lease Agreements
  - 1. The Bridges Academy Lease Agreement - Third Amendment – 2025-2026
  - 2. WITA Lease Agreement 6/1/2025 – 5/31/2026
- D) Approval of Donations
  - 1. Donation from Ray Pawloski - 2014 Hexagon 4.5.4 SF Coordinate Measurement Machine (approximate used value \$24,900,00) → West Islip High School Engineering Technology Department
  - 2. Donation from West Islip Soccer Club \$5,100.00 High School AED Devices, Cabinets and Installation
  - 3. Approval of Resolution to Increase Budget 2024-2025 \$5,100.00
- E. Bids
  - 1. Approval of Base Bid EC-3 Roland's Electric, Inc. \$863,875.00  
Electrical Construction Beach St. MS and Paul J. Bellew ES

**XII. PRESIDENT'S REPORT**

- A) Approval of Resolution re: ESBOCES 2025-2026 Administrative Budget and Trustee Election
- B) Approval of Resolution re: Adoption of the 2025-2026 School District Budget of \$141,439,000 and the 2025-2026 Property Tax Report Card
- C) Approval of Personnel for May 20, 2025 School Budget Vote and Election
- D) Approval of Resolution re: RIC One Risk Operations Center ("ROC") Article 5 General Municipal Law Intermunicipal Arrangement (Education Law 2-d) 2024-2025 for Data Privacy Agreements and Related Exhibits
- E) Approval of 2024-2025 Chief School Physicians, revised
- F) Approval of resolution re: the Board of Education approves the recommendations of the Special Education Committee of students as listed in the District's backup and authorizes the District to arrange for appropriate services.
- G) Approval of Stipulation of Settlement and Release Student A

**XIII. SUPERINTENDENT'S REPORT****XIV. NOTICES/REMINDERS****XV. OTHER ITEMS FOR BOARD MEMBERS INFORMATION**

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

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

**XVIII CLOSING - Adjournment**

**PLANNING SESSION MEETING OF THE BOARD OF EDUCATION**  
**March 25, 2025 – Beach Street Middle School**

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

ABSENT: Mr. Bedell, Mr. McCann

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

ABSENT: None

ATTORNEY: None

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Meeting called to order at 7:41 p.m. followed by the Pledge.

APPROVAL OF MINUTES

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the minutes of the March 13, 2025 Regular Meeting.

PERSONNEL

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

TEACHERS

**T-1**

RESIGNATION

Michael Fusaro, Science  
Effective June 30, 2025  
(High School)

CIVIL SERVICE

**CL-1**

PROBATIONARY APPOINTMENT

Sabrina Attanasio, Cafeteria Aide  
Effective March 31, 2025  
(Paul J. Bellew; Step 1; replacing Cynthia Noeth {resigned})

**CL-2**

RETIREMENT

Nancy Corso, Substitute Paraprofessional and Substitute Teacher  
Effective February 26, 2025  
(11 years)

**CL-3**

SUBSTITUTE PARAPROFESSIONAL (\$16.50/hr.)

Thomas Puglisi, effective March 26, 2025  
Addison Weiner, effective March 26, 2025

## OTHER

### REGENTS REVIEW 2024-2025

#### Algebra I

Christina Bivona  
Alexis Garcia  
Alyssa O'Connor  
Christopher Salerno

#### Algebra II

Tara Annunziata  
Kelly Daidone  
James Grover

#### ASL

Jennifer Suriano  
April Virga

#### Biology

Renee Avelli  
Kristine Hagens  
Jennifer Hirdt  
Linda Tong

#### Chemistry

Jessica Alvarez  
Brian Daniels

#### Earth Science

John Hulsmann  
Annelise Muscietta  
Erin Wallace

#### English

Erika Nolan  
Tina Schaefer

#### Geometry

Paul Bodnar  
Craig Michel  
Nancy Yost

#### Global Studies

David Moglia

#### Italian

Katlyn Colace  
Elena Iacobellis  
Sarah Willman

#### Physics

Daniel Varney

#### Spanish

Anna Domingo  
Caryn Drezner  
Monica Elgut  
Kristina Rocco

#### U.S. History

Daniel Gschwind

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

Thomas Puglisi, effective March 26, 2025

### SUBSTITUTE TEACHING ASSISTANT (\$105 per diem)

Addison Weiner, effective March 26, 2025

## PRESIDENT'S REPORT

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

1. Half Hollow Hills Central School District Health Services 2024-2025
2. Smithtown Central School District Health Services 2024-2025
3. Erie 1 BOCES ~ Opt-In Agreement (Education Law 2-d) Campus and School Agreement, Google Workspace for Education Services ~ Amendment No. 4 ~ through June 30, 2026

Motion was made by Debbie Brown, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve bid extensions 2025-2026:

1. #2402 Madison Avenue Construction Corp.
2. #2403 Asplundh Tree Expert, LLC
3. #2404 Cardinal Control Systems
4. #2406 Long Island Geese Control
5. #2408 Winter Bros. Hauling of Long Island, LLC
6. #2410 Nature Plus Pest Control, Inc.
7. #2411 Dynasty Elevator Corp.
8. #2413 Fitzgerald Driving School, Inc.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve surplus item: Miscellaneous Books ~ Udall Road Middle School.

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

1. Second Reading No. 7218 Class Ranking/Weighting of Grades
2. Second Reading No. 3290 Operation of a Motor-Driven Vehicle on District Property
3. Second Reading No. 3310-R School District Records Regulation
4. Second Reading - New Policy No. 1140 Ex. Officio Student Member of the Board
5. Second Reading - New Policy No. 5684 Extreme Heat Condition Days

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to adjourn to Executive Session 7:45 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

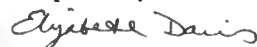
Mr. McCann was not in attendance for the Planning Session but was present for the Executive and Super-Executive Sessions.

Motion was made by Grace Kelly, seconded by Richard Antonello, and carried when all Board members present voted in favor to adjourn to Super-Executive Session at 8:51 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:36 p.m. on motion by Peter McCann, seconded by Debbie Brown, and carried when all Board members present voted in favor.

Meeting adjourned at 9:37 p.m. on motion by Peter McCann, seconded by Debbie Brown, and carried when all Board members present voted in favor.

Respectfully submitted,



Elizabeth Davis

District Clerk

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

**PERSONNEL:**

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

**ADMINISTRATIVE**

**A-1            RESIGNATION**

Justin Arini, Director of Counseling  
Effective July 1, 2025  
(High School)

**TEACHERS**

**T-1            LEAVE OF ABSENCE (unpaid)**  
(Pursuant to the Family Medical Leave Act of 1993  
12-week continuous medical coverage)

Danielle Carihfield, Art  
Effective May 2, 2025 through June 13, 2025  
(Paul J Bellew and Manctuck)

**T-2            CHILD-REARING LEAVE OF ABSENCE (unpaid)**

Kathleen Albretsen, Guidance  
Effective August 27, 2025 through June 30, 2026  
(Beach Street)

**T-3            RESIGNATION**

Elizabeth Daddi, World Languages  
Effective July 1, 2025  
(High School)

**Abolishment of Positions**

***Be it resolved,** that upon the recommendation of the Superintendent of Schools, effective June 30, 2025, professional positions in the West Islip Public School District be abolished in the English area (2 full-time positions), Library Sciences area (3 full-time positions), Physical Education (2 full-time positions) and Social Studies (2 full-time positions) of classification; and*

***Be it further resolved,** that, in accordance with Education Law §3013, the following employees are hereby excessed effective June 30, 2025 from their respective positions and placed upon a preferred eligible list of candidates for appointment to a vacancy that then exists or that may thereafter occur in an office or position similar to the one from which such employee has been excessed:*

Danielle Blaise, Library Sciences  
John Denninger, Physical Education  
Kristen Doherty, Physical Education  
Beth Fiorini, Social Studies  
Daniel Gschwind, Social Studies

Patricia Hinchman, Library Sciences  
Jaclyn Jacobs, English  
Denise Lamattina, Library Sciences  
Danielle Rufrano, English

**TEACHING ASSISTANTS**

**TA-1            RESIGNATION**

Kate Trizzino, Teaching Assistant  
Effective May 2, 2025  
(Oquenock)

Liam McGarvey, Teaching Assistant  
Effective June 28, 2025  
(Paul J Bellev)

**CIVIL SERVICE**

**CL-1            RESIGNATION**

Michelle Colletti, Cafeteria Aide  
Effective April 8, 2025  
(Oquenock)

Katherine Keller, Network & Systems Technician  
Effective April 26, 2025  
(High School)

Vivian Naja, School Nurse  
Effective June 30, 2025  
(Districtwide)

**CL-2            TERMINATION**

Sandy Olsen, Paraprofessional  
Effective April 10, 2025  
(Manetuck)

**CL-3            SUBSTITUTE ASSISTANT COOK (\$19.61/hr)**

Laura Doyle, effective April 24, 2025

**CL-4            SUBSTITUTE CUSTODIAL WORKER I (\$16.50/hr)**

Diane Mahoney-Paredes, effective April 24, 2025

**CL-5            SUBSTITUTE FOOD SERVICE WORKER (\$16.50/hr)**

Theresa Jahn, effective April 24, 2025

**CL-6            SUBSTITUTE SENIOR COOK (\$25.15/hr)**

Jessica Rega, effective April 24, 2025



OTHER

ADULT EDUCATION SPRING 2025

Graham Corbett (Lifeguard) \$25/hr

CLUBS/ADVISORS 2024-2025

MANETUCK ELEMENTARY SCHOOL

Manetuck Gardening Club, Kristen Foster and Melissa Torres-Gallegos (shared)

PREFERRED SUBSTITUTE TERMINATION

Kaya Konopa, effective June 30, 2025  
Kaylee Martin, effective June 30, 2025  
Scott Mattera, effective June 30, 2025  
Samantha Murray, effective June 30, 2025  
Jake Rossi, effective June 30, 2025

REGENTS REVIEW 2024-2025

Italian  
Jaquelyn Vaysman

SUBSTITUTE TEACHER (\$130/\$150 per diem)

Kathleen Sapanski, effective April 24, 2025  
Robert Staudigel, effective April 9, 2025

FALL 2025 HIGH SCHOOL COACHES

FOOTBALL

Steve Milet, Varsity Head Coach  
Michael Bellacosa, Assistant Varsity Coach  
Joseph LaCova, Assistant Varsity Coach  
Stephen Fasciani, J.V./Varsity Volunteer Coach  
John T. Denninger, Head J.V. Coach  
Scott Mattera, Assistant J.V. Coach  
Matthew Colhoun, Volunteer J.V. Coach

GIRLS SOCCER

Edward Jablonski, Head Varsity Coach  
Ioannis Giannikakas, Volunteer/Assistant Varsity Coach  
Lindsay Valentino, J.V. Coach

BOYS SOCCER

Dennis Mazzalunga, Head Varsity Coach  
Alex Giordano, Assistant Varsity Coach  
Nick Pfeiffer, J.V. Coach

OTHER, continued

**FALL 2025 HIGH SCHOOL COACHES, continued**

**GIRLS SWIMMING**

Tanya Carbone, Varsity Coach  
Daniel Gschwind, Assistant Varsity Coach

**GIRLS GYMNASTICS**

MaryAnn McGrade, Varsity Coach  
Caitlyn Leibman, Assistant Varsity Coach

**GIRLS TENNIS**

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

**FIELD HOCKEY**

Josephine Hassett, Varsity Coach  
Riley Wallace, J.V. Coach

**CROSS COUNTRY**

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

**BOYS VOLLEYBALL**

John Schrank, Varsity Coach  
Matthew Sullivan, Assistant Varsity Coach  
Frank Franzone, J.V. Coach

**GIRLS VOLLEYBALL**

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

**GOLF**

Frank Rapczyk, Varsity Coach

**KICKLINE**

Emma Ichle, Varsity Coach

**CHEERLEADING**

Lauren Brady, Varsity Coach  
Olivia Gmelch, Assistant Varsity Coach  
Marissa McCandless, J.V. Coach  
Sophia Clark, Assistant J.V. Coach  
Dina Barone, J.V./Varsity Volunteer Coach

**FALL 2025 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

OTHER, continued

**FALL 2025 MIDDLE SCHOOL COACHES, continued**

**GIRLS SOCCER**

Alessia Tocco, 7-8 Udall Coach  
Colleen Reilly, 7-8 Beach Coach

**BOYS SOCCER**

Antonino Ruopoli, 7-8 Udall Co-Coach  
Christian Hannan, 7-8 Udall Co-Coach  
Kelly Minicozzi, 7-8 Beach Coach  
Emily Gillen, Volunteer Beach Coach

**CROSS COUNTRY**

Vincent Melia, Beach/Udall Boys & Girls Coach

**FIELD HOCKEY**

JoAnn Orchosky, 7-8 Udall Coach  
Megan Rooney, 7-8 Beach Coach

**GIRLS TENNIS**

Brian Cameron, 7-8 Udall/Beach Coach

**CHEERLEADING**

Nickole Aponte, 7-8 Udall Coach  
Kaylee Martin, 7-8 Beach Coach

SEXUAL HARASSMENT

Sexual harassment is against federal and state law. The Board is committed to maintaining an educational and working environment free from such harassment, and therefore prohibits sexual harassment of students and employees in the District. The District will establish detailed policies and regulations for both students and employees which address definitions, protections, prohibited behavior (including retaliation), prevention activities, training/education, complaint reporting, investigations, and consequences.

Cross-ref: 7551, Sexual Harassment of Students  
6121.1, Sexual Harassment of Employees

Ref:

Education Amendments of 1972, Title IX, 20 U.S.C. §1681 *et seq.*; 34 CFR 106 *et seq.*

Title VII of Civil Rights Act (1964), 42 U.S.C. §2000-e; 34 CFR §100 *et seq.*

Education Law §§10-18 (Dignity for All Students Act)

Executive Law §296-d (prohibition of sexual harassment of employees and non-employees)

Labor Law §201-g (required workplace sexual harassment policy and training)

Civil Practice Law and Rules §§5003-b (nondisclosure agreements optional); 7515 (mandatory arbitration prohibited)

General Obligations Law §5-336 (nondisclosure agreements optional)

*Davis v. Monroe County Board of Education*, 526 U.S. 629, 652 (1999)

*Gebser v. Lago Vista Independent School District*, 524 U.S. 274 (1998)

*Faragher v. City of Boca Raton*, 524 U.S. 775 (1998)

*Burlington Industries v. Ellerth*, 524 U.S. 742 (1998)

*Oncale v. Sundowner Offshore Services, Inc.*, 523 U.S. 75 (1998)

*Franklin v. Gwinnett County Public Schools*, 503 U.S. 60 (1992)

*Meritor Savings Bank, FSB v. Vinson*, 477 U.S. 57 (1986)

*Cannon v. University of Chicago*, 441 U.S. 677 (1979)

Office for Civil Rights *Revised Sexual Harassment Guidance* (January 19, 2001)

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

Office for Civil Rights, *Dear Colleague Letter: Bullying* (October 26, 2010)

Adoption date:

### SEXUAL HARASSMENT OF EMPLOYEES

The Board of Education recognizes that harassment of employees (including all staff, applicants for employment, both paid and unpaid interns, exempt and non-exempt status, part-time, seasonal, and temporary workers, regardless of immigration status) and certain “non-employees” (which includes contractors, subcontractors, vendors, consultant and other persons providing services pursuant to a contract, or their employees) on the basis of sex, sexual orientation, and/or gender identity and expression is abusive and illegal behavior that harms targets and negatively impacts the school culture by creating an environment of fear, distrust, intimidation and intolerance. The Board further recognizes that preventing and remedying such harassment in the workplace is essential to ensure a healthy, nondiscriminatory environment in which employees and “non-employees” can work productively.

The Board of Education is committed to providing an educational and working environment that promotes respect, dignity and equality and that is free from all forms of sexual harassment. To this end, the Board condemns and strictly prohibits all forms of sexual harassment on school grounds, school buses and at all school-sponsored activities, programs and events, including those that take place at locations outside the district, or outside the work setting if the harassment impacts the individual’s employment in a way that violates their legal rights, including when employees and “non-employees” travel on district business, or when harassment is done by electronic means (including on social media). For employees, sexual harassment is considered a form of employee misconduct. Sanctions will be enforced against all those who engage in sexual harassment or retaliation, and against supervisory and managerial personnel who knowingly allow such behavior to continue.

#### Sexual Harassment Prevention Team

The School District shall annually appoint the following members to its Sexual Harassment Team:

- Title IX Coordinator: This person shall be responsible for coordinating compliance efforts.
- Investigator/Compliance Officer: This person investigates formal complaints and may also serve as the Title IX Coordinator.
- Decision-Maker: This person makes a determination after the investigation is completed and the entire record has been reviewed.
- Appellate Decision-Maker: This person is authorized to make a determination upon an appeal.

#### Sexual Harassment Defined

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. For purposes of this policy, sexual harassment includes harassment on the basis of perceived or self-identified sex, sexual orientation, gender identity and expression, and transgender status.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions or privileges of employment. Such harassment need not be severe or pervasive to be unlawful, and can be any harassing conduct that consists of more than petty slights or trivial inconveniences.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex, sexual orientation, gender identity and expression, and transgender status, when:

- a. submission to that conduct is made either explicitly or implicitly a term or condition of an individual's employment;

## **West Islip**

- b. submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
- c. the conduct has the purpose or effect of unreasonably interfering with an employee's or "non-employee's" work or creating an intimidating, hostile or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment;

Sexual harassment can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, or verbal, nonverbal or physical aggression, intimidation or hostility that is based on actual or perceived gender and sexual stereotypes. Examples of sexual harassment can be found in the accompanying regulation (6121.2-R).

Sexual harassment may subject the district to liability for harm done to targets. Harassers may also be individually subject to civil liability if sued in a court of law or criminal liability if prosecuted.

Under various State and Federal laws, students, employees and "non-employees" have legal protections against sexual harassment in the school environment as described above. Those laws are listed in the references section. Additionally, local laws (e.g., county, city, town, village) may apply to the District. The District's Code of Conduct also addresses appropriate behavior in the school environment. Sexual harassment can occur between persons of all ages and genders.

In order for the Board to effectively enforce this policy and to take prompt corrective measures, it is essential that all targets of sexual harassment and persons with knowledge of sexual harassment report the harassment immediately. The District will promptly investigate all complaints of sexual harassment, either formal or informal, verbal or written. To the extent possible, all complaints will be treated in a confidential manner. Limited disclosure may be necessary to complete a thorough investigation. If the complainant reports that they feel unsafe at work due to the nature of the complaint, the District will determine if accommodations need to be made until the issue is resolved.

If, after appropriate investigation, the District finds that a person has violated this policy, prompt corrective action will be taken in accordance with the applicable collective bargaining agreement, contract, District policy and state law. Individual nondisclosure agreements may only be used as permitted by law, described in the accompanying regulation.

All complainants and those who participate in sexual harassment complaints or the investigation of a complaint of sexual harassment have the right to be free from retaliation of any kind, when they do so with a good faith belief that sexual harassment has occurred. Such prohibited retaliation can include, but is not limited to, discipline, discrimination, demotion, denial of privileges, or any action that would keep a person from coming forward to make or support a sexual harassment claim. Such actions need not be job-related, or occur in the workplace, to constitute unlawful retaliation.

The Superintendent of Schools is directed to develop and implement regulations for reporting, investigating and remedying allegations of sexual harassment. These regulations are to be attached to this policy. In addition, the Board directs that training programs be established for students, and annually for employees, to raise awareness of the issues surrounding sexual harassment and to implement preventative measures to help reduce incidents of sexual harassment. Age-appropriate instructional materials will be incorporated into the curriculum to educate students so that they can recognize and reduce the incidence of sexual harassment.

This policy, or a simplified version, will be posted in a prominent place in each District facility, on the District's website, and shall also be published in employee handbooks, and other appropriate school publications.

## **West Islip**

The Policy Committee will be convened annually to review this policy's effectiveness and compliance with applicable state and federal law, and to recommend revisions to Board.

### Ref:

Education Amendments of 1972, Title IX, 20 U.S.C. §1681 *et seq.*; 34 CFR 106 *et seq.*

Title VII of Civil Rights Act (1964), 42 U.S.C. §2000-e; 34 CFR §100 *et seq.*

Executive Law §296-d (prohibition of sexual harassment of employees and non-employees)

Labor Law §201-g (required workplace sexual harassment policy and training)

Civil Practice Law and Rules §§5003-b (nondisclosure agreements optional); 7515 (mandatory arbitration prohibited)

General Obligations Law §5-336 (nondisclosure agreements optional)

*Faragher v. City of Boca Raton*, 524 U.S. 775 (1998)

*Burlington Industries v. Ellerth*, 524 U.S. 742 (1998)

*Oncale v. Sundowner Offshore Services, Inc.*, 523 U.S. 75 (1998)

*Meritor Savings Bank, FSB v. Vinson*, 477 U.S. 57 (1986)

Adoption date:

### SEXUAL HARASSMENT OF EMPLOYEES REGULATION

This regulation is intended to create and preserve a working environment free from unlawful sexual harassment on the basis of perceived or self-identified sex, sexual orientation, and/or gender identity and expression, in furtherance of the District's commitment to provide a healthy and productive environment for all employees (including all staff, applicants for employment, both paid and unpaid interns, exempt and non-exempt status, part-time, seasonal, and temporary workers, regardless of immigration status) and "non-employees" (i.e., contractors, subcontractors, vendors, consultant and other persons providing services pursuant to a contract, or their employees) that promotes respect, dignity and equality.

#### Unacceptable Conduct

Conduct that the District considers unacceptable and which may constitute sexual harassment includes, but is not limited to, the following:

1. rape, attempted rape, sexual assault, attempted sexual assault, forcible sexual abuse, hazing, and other sexual and gender-based activity of a criminal nature as defined under the State Penal Law;
2. unwelcome sexual advances or invitations or requests for sexual activity, including but not limited to those in exchange for promotions, preferences, favors, selection for job assignments, etc., or when accompanied by implied or overt threats concerning the target's work evaluations, other benefits or detriments;
3. unwelcome or offensive public sexual display of affection, including kissing, hugging, making out, groping, fondling, petting, inappropriate touching of one's self or others (e.g., pinching, patting, grabbing, poking), sexually suggestive dancing, and massages;
4. any unwelcome communication that is sexually suggestive, sexually degrading or derogatory or implies sexual motives or intentions, such as sexual remarks or innuendoes about an individual's clothing, appearance or activities; sexual jokes; sexual gestures; public conversations about sexual activities or exploits; sexual rumors and "ratings lists;" howling, catcalls, and whistles; sexually graphic computer files, messages or games, etc.;
5. unwelcome and offensive name calling or profanity that is sexually suggestive or explicit, sexually degrading or derogatory, implies sexual intentions, or that is based on sexual stereotypes or sexual orientation, gender identity or expression;
6. unwelcome physical contact or closeness that is sexually suggestive, sexually degrading or derogatory, or sexually intimidating such as the unwelcome touching of another's body parts, cornering or blocking an individual, standing too close, spanking, pinching, following, stalking, frontal body hugs, etc.;
7. unwelcome and sexually offensive physical pranks or touching of an individual's clothing, such as hazing and initiation, "streaking" (running naked in public), "mooning" (exposing one's buttocks), "snuggies" or "wedgies" (pulling underwear up at the waist so it goes in between the buttocks), bra-snapping, skirt "flip-ups," "pantsing" or "spiking" (pulling down someone's pants or swimming suit); pinching; placing hands inside an individual's pants, shirt, blouse, or dress, etc.;
8. unwelcome leers, stares, gestures, or slang that are sexually suggestive; sexually degrading or derogatory or imply sexual motives or intentions;
9. clothing with sexually obscene or sexually explicit slogans or messages;
10. unwelcome and offensive skits, assemblies, and productions that are sexually suggestive, sexually degrading or derogatory, or that imply sexual motives or intentions, or that are based on sexual stereotypes;



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11. unwelcome written or pictorial display or distribution (including via electronic devices) of pornographic or other sexually explicit materials such as signs, graffiti, calendars, objects, magazines, videos, films, Internet material, etc.;
12. other hostile actions taken against an individual because of that person's perceived or self-identified sex, sexual orientation, gender identity or transgender status, such as interfering with, destroying or damaging a person's work area or equipment; sabotaging that person's work activities; bullying, yelling, or name calling; or otherwise interfering with that person's ability to work or participate in school functions and activities; and
13. any unwelcome behavior based on sexual stereotypes and attitudes that is offensive, degrading, derogatory, intimidating, or demeaning, including, but not limited to:
  - a. disparaging remarks, slurs, jokes about or aggression toward an individual because the person displays mannerisms or a style of dress inconsistent with stereotypical characteristics of the person's sex;
  - b. ostracizing or refusing to participate in group activities with an individual (including, but not limited to, projects or trips) because of the individual's perceived or self-identified sex, sexual orientation, gender identity or expression or transgender status;
  - c. taunting or teasing an individual because they are participating in an activity not typically associated with the individual's sex, sexual orientation or gender.

For purposes of this regulation, action or conduct will be considered "unwelcome" if the employee or "non-employee" did not request or invite it and regarded the conduct as undesirable or offensive.

Sexual harassment may occur on school grounds, school buses and at all school-sponsored activities, programs and events, including those that take place at locations outside the District, or outside the work setting if the harassment impacts the individual's employment in a way that violates their legal rights, including when employees or "non-employees" travel on District business, or when the harassment is done by electronic means (including on social media).

### **Determining if Prohibited Conduct is Sexual Harassment**

Complaints of sexual harassment will be thoroughly investigated to determine whether the totality of the behavior and circumstances meet any of the elements of the above definition of sexual harassment and should therefore be treated as sexual harassment. Not all unacceptable conduct with sexual connotations or based on sex may constitute sexual harassment. Such conduct must rise above what a reasonable victim of discrimination with the same protected characteristics would consider petty slights or trivial inconveniences to be considered sexual harassment. If the behavior doesn't rise to the level of sexual harassment, but is found to be objectionable behavior, the individual will be educated and counseled in order to prevent the behavior from continuing.

In evaluating the totality of the circumstances and making a determination of whether conduct constitutes sexual harassment, the individual investigating the complaint should consider:

1. the degree to which the conduct altered the conditions of the employee's or "non-employee's" working environment;
2. the type, frequency and duration of the conduct;
3. the identity of and relationship between the alleged harasser and the subject of the harassment (e.g., sexually based conduct by an authority figure is more likely to create a hostile environment than similar conduct by a peer);
4. the number of individuals involved;
5. the age and sex of the alleged harasser and the target of the harassment;
6. the location of the incidents and context in which they occurred;
7. other incidents at the school; and
8. incidents of gender-based, but non-sexual harassment.

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### **Reporting Complaints**

Employees and “non-employees” who believe they have been the target of sexual harassment in the workplace are encouraged to report complaints as soon as possible after the incident in order to enable the District to promptly and effectively investigate and resolve the complaint. Any person who witnesses or is aware of sexual harassment of an employee or “non-employee” is also encouraged to report the incident or behavior to the District. Targets are encouraged to submit the complaint in writing; however, complaints may be filed verbally.

Complaints should be filed with the Principal or the Title IX coordinator; however, employees and “non-employees” can report complaints to any supervisor or manager. If the complaint involves or the individual is hesitant to report to an immediate supervisor, Building Principal or Title IX Coordinator and/or compliance officer, the individual should report the conduct to the Superintendent of Schools. If the complaint involves or the individual is hesitant to report to the Superintendent of Schools, the individual should report the behavior to the president of the Board of Education. Contact information for these individuals can be found on the District's website.

Reports of sexual harassment may be made in person, by mail, by telephone or by electronic mail, using the contact information listed for the Title IX coordinator and/or compliance officer, or by any other means that result in the Title IX coordinator and/or compliance officer receiving the person's verbal or written report. A form for submission of a written complaint can be found in Policy 6121.1-E, and all covered individuals are encouraged to use this complaint form. If a covered individual reports sexual harassment on behalf of someone else, he/she should use the written complaint form and note that he/she is submitting the complaint on someone else's behalf. Such report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address listed for the Title IX coordinator or compliance officer.

School employees receiving complaints of sexual harassment from employees and “non-employees” must either direct the complainant to the Building Principal or Title IX coordinator, or may report the incident themselves. Supervisory and managerial personnel are required to report complaints of sexual harassment received by employees and “non-employees” to the Principal or Title IX coordinator, and will be subject to discipline for failing to report suspected or reported sexual harassment, knowingly allowing sexual harassment to continue, or engaging in any retaliation.

In order to assist investigators, targets should document the harassment as soon as it occurs and with as much detail as possible including: the nature of the harassment; dates, times, places it has occurred; name of harasser(s); witnesses to the harassment; and the target's response to the harassment.

### **Confidentiality**

To the extent possible, the District will not release the details of a complaint or the identity of the complainant or the individual(s) against whom the complaint is filed to any third parties who do not need to know such information. However, because an individual's need for confidentiality must be balanced with the District's legal obligation to provide due process to the accused, to conduct a thorough investigation, or to take necessary action to resolve the complaint, the District retains the right to disclose the identity of parties and witnesses to complaints in appropriate circumstances to individuals with a need to know. The staff member responsible for investigating complaints will discuss confidentiality standards and concerns with all complainants.

If a complainant requests that their name not be revealed to the individual(s) against whom a complaint is filed, the staff member responsible for conducting the investigation will inform the complainant that:

1. the request may limit the District's ability to respond to their complaint;

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2. District policy and federal law prohibit retaliation against complainants and witnesses;
3. the District will attempt to prevent any retaliation; and
4. the District will take strong responsive action if retaliation occurs.

If the complainant still requests confidentiality after being given the notice above, the investigator will take all reasonable steps to investigate and respond to the complaint consistent with the request as long as doing so does not preclude the District from responding effectively to the harassment and preventing the harassment of others.

## Investigation and Resolution Procedure

### District Responsibilities

Throughout the Title IX process the District will, among other things:

- Treat complainants and respondents equitably.
- Perform an objective evaluation of all available evidence.
- Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- Ensure that no information protected by a legal privilege such as the attorney-client privilege may be used for any purpose or be sought through disclosure unless the person holding the privilege has waived such privilege.

### Timeframes

The District has established reasonably prompt approximate time frames for the conclusion of the grievance process unless delayed or extended. The time frames for appeals are set forth in the section below on Appeals.

- Written notice of a formal complaint to known parties will be given approximately seven (7) business days following receipt of a complaint.
- Investigations of complaints will begin approximately seven (7) business days following receipt of a complaint.
- Determinations will be made approximately forty-five (45) business days following starting an investigation.
- Informal resolution will begin approximately ten (10) business days following acceptance of both parties in writing, and will conclude in approximately thirty (30) business days.

The District has also established a process that allows for a temporary delay or limited extension of timeframes for good cause with notice to the parties that includes the reason for the delay

- Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. Good cause will be considered on a case-by-case basis.
- The Title IX Coordinator will evaluate the request for an extension of timeframes and make a prompt determination to either extend the timeframes, or take or recommend other action to be able to meet the timeframes.
- If an extension is granted, the Title IX Coordinator will notify the parties in writing of the reason(s) for the delay, and the estimated date the stages in the timeframe will be complete.

### Grievance Procedure

The following grievance procedure will be followed for the prompt and equitable resolution of



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complaints under this policy.

### **Definitions:**

For purposes of this grievance process,

- (1) "Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- (2) "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the School District investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the School District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed for the Title IX Coordinator.
- (3) "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- (4) "Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:
  - (a) An employee of the School conditioning the provision of an aid, benefit, or service of the School on an individual's participation in unwelcome sexual conduct;
  - (b) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the School's education program or activity; or
  - (c) "Sexual assault", "dating violence", "domestic violence", or "stalking" as defined in 34 CFR Part 106.2.
- (5) "Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the School District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the School District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The School District will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the School District to provide the supportive measures. The Title IX Coordinator will be responsible for coordinating the effective implementation of supportive measures.

### **Level One – Formal Complaint Procedure**

A formal complaint is a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment under Title IX against an individual and requesting that the District investigate the allegation of sexual harassment under Title IX. The formal complaint must be a written document but need not be in any specific form. At the time a formal complaint is filed, the complainant must be participating or attempting to participate in the District's education program or activity.

The formal complaint investigation and process will only be triggered when the complainant files a formal complaint of sexual harassment under Title IX. The District will investigate the complaint and make determinations regarding a complaint's allegations using a clear and convincing evidence standard.

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The Title IX Coordinator, investigator, decision-maker or facilitator of an informal resolution process, if applicable, must not have a conflict of interest or bias for or against complainants or respondents. All individuals with conflicts of interest or bias must recuse themselves. The roles of Title IX Coordinator, investigator, and decision-maker will be held by different persons.

Upon receipt of a formal complaint (or later as additional allegations become known), the School District will provide the following written notice to the parties who are known:

- A. Notice to each of the parties of the School District's grievance procedure, including any informal resolution process.
- B. Notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include:
  - a. the identities of the parties involved in the incident, if known,
  - b. the conduct allegedly constituting sexual harassment under Title IX, and the date and location of the alleged incident, if known.
  - c. Information regarding the grievance process and the informal resolution process.
  - d. A statement that retaliation is prohibited.
  - e. Notification that the parties may inspect and review evidence.
  - f. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.
  - g. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence.
  - h. The written notice will also inform the parties of the School District's prohibition from knowingly making false statements or knowingly submitting false information during this grievance process.
  - i. Notification that after commencing an investigation of a formal complaint, the district may decide to also investigate allegations that were not included in the initial notice to the parties. In that case, the district will provide notice of the additional allegations to the parties.

If, in the course of an investigation, the School District decides to investigate allegations about the complainant or respondent that are not included in the foregoing notice provided, the School District will provide notice of the additional allegations to the parties whose identities are known.

The School District may also consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

### Investigation:

The Title IX Coordinator/Compliance Officer/Investigator and/or designee will investigate the allegations in a formal complaint in the following manner:

1. Interview the complainant and document the conversation. Provide the complainant with supportive measures as appropriate. Refer the victim, as appropriate, to school social workers, school psychologists, crisis team managers, other school staff, or

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appropriate outside agencies for counseling services.

2. Review any written documentation of the alleged harassment prepared by the complainant. If the complainant has not prepared written documentation, encourage the victim to do so, providing alternative formats for individuals with disabilities and young children, who have difficulty writing and need accommodation. If the complainant/informant refuses to complete a complaint form or written documentation, the Title IX Compliance Officer/Investigator will complete a complaint form (form attached to this Policy) based on the verbal report.
3. Interview the respondent regarding the complaint. Document the conversation. Provide the respondent with supportive measures as appropriate. Provide the alleged harasser an opportunity to respond to the charges in writing.
4. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses. Interview any witnesses presented by the parties. Where appropriate, obtain a written statement from each witness. Caution each witness to keep the complaint and his/her statement confidential.
5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the School District may establish restrictions regarding the extent to which the advisor may participate in the proceedings. To the extent that such restrictions are established, they shall apply equally to both parties;
6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the School District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the School District will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties shall have ten (10) business days to submit a written response, which the Title IX Coordinator/Compliance Officer/Investigator will consider prior to completion of the investigative report; and
7. Create an investigative report within thirty (30) business days of receipt of a formal complaint that fairly summarizes relevant evidence and, at least ten (10) business days prior to a time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

During the formal complaints process, the parties will have an equal opportunity to:

- Present witnesses and to gather and present relevant evidence.
- Have others present during any grievance proceeding, including the representative of their choice who may be, but is not required to be, an attorney.

Inspect and review all evidence obtained as part of the investigation that is directly related to the allegations in the complaint, and respond to the evidence prior to the conclusion of the investigation. Parties must be given at least ten (10) business days to submit a written response that the investigator will consider prior to completing the investigative report.

If a complaint received by the Title IX Coordinator/Compliance Officer/Investigator or second designee

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contains evidence or allegations of serious or extreme harassment, such as employee to student harassment, criminal touching, quid pro quo (e.g., offering an academic or employment reward or punishment as an inducement for sexual favors), or acts which shock the conscience of a reasonable person, the complaint will be referred promptly to the Superintendent of Schools. In addition, where the Title IX Coordinator/Compliance Officer/Investigator or second designee has a reasonable suspicion that the alleged harassment involves criminal activity, he/she should immediately notify the Superintendent of Schools, who will then contact appropriate child protection and law enforcement authorities. Where criminal activity is alleged or suspected by a School District employee, the accused employee shall be suspended pending the outcome of the

### **Question and Answer Period**

After the School District has sent the investigative report to the parties, the Title IX Coordinator or his/her designee will submit the investigative report to the Decision-Maker to reach a determination regarding responsibility. The decision-maker shall not be the same person(s) as the Title IX Coordinator or the investigator(s).

Before reaching a determination regarding responsibility, the Decision-Maker shall afford each party ten (10) business days to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. However, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The Decision-Maker shall explain to the party proposing the questions any decision to exclude a question as not relevant.

### **Dismissal of Complaint**

If the conduct alleged would not constitute sexual harassment even if proven, the District is unable to identify the respondent after taking reasonable steps to do so, did not occur in the School District's education program or activity, or did not occur against a person in the United States, then the School District shall dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under Title IX. However, such a dismissal does not preclude action under another provision of the School District's code of conduct. The School District may also dismiss the formal complaint or any allegations therein, if at any time during the investigation: a complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the respondent is no longer enrolled or employed by the School; or specific circumstances prevent the School from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein. Upon a dismissal, the School District will promptly send written notice of the dismissal and reason(s) therefore simultaneously to the parties.

### **Determination of Responsibility**

The Decision-Maker shall issue a written determination regarding responsibility within forty-five (45) business days following the start of the investigation. The written determination will include:

- A. Identification of the allegations potentially constituting sexual harassment;
- B. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- C. Findings of fact supporting the determination;
- D. Conclusions regarding the application of this Policy to the facts;

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- E. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the School District will be imposing on the respondent, and whether remedies designed to restore or preserve equal access to the School District's education program or activity will be provided by the School District to the complainant; and
- F. The School District's procedures and permissible bases for the complainant and respondent to appeal.

The written determination regarding responsibility shall be provided to both parties simultaneously and shall become final either on the date that the School District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

If a determination of responsibility for sexual harassment has been made against a respondent, the School District will provide remedies to a complainant. The Title IX Coordinator will be responsible for the effective implementation of any remedies. Possible remedies to the complainant that the School District may implement include: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures or individualized services offered as may be appropriate and reasonably available, without fee or charge to the complainant, that are designed to restore or preserve equal access to the School District's education program or activity, to protect the safety of the complainant or the School District's educational environment, or to deter sexual harassment.

Possible disciplinary sanctions that the School District may implement following any determination of responsibility against the respondent may include:

- Student respondents: consequences may include warning, reprimand, detention, in-school suspension, and suspension from school, to be imposed consistent with the district's Code of Conduct and applicable law;
- Employee respondents: consequences may include warning, reprimand, mandatory counseling, re-assignment, demotion, suspension, and termination, to be imposed consistent with all applicable contractual and statutory rights;
- Volunteer respondents: consequences may include warning, reprimand, loss of volunteer assignments, and removal from future volunteer opportunities; and
- Vendor respondents: consequences may include warning, removal from school property, denial of future access to school property, and denial of future business with the District.
- Other individuals: consequences may include warning, removal from school property, and denial of future access to school property.

The District may also provide or facilitate remedies, which may include, but not limited to:

- Training of entire departments, classes, or groups;
- Peer support groups;
- Letters of apology;
- Separation of the parties;
- Additional supervision or mentoring for the respondent; and
- Restitution and restoration.

Any party who is not satisfied with the determination regarding responsibility by the Decision-Maker may request an appeal of the determination within seven (7) days of the determination.



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### **Level Three – Appeal Procedure**

Either the complainant or respondent, or their parent or guardian, may appeal from a determination regarding responsibility or from a dismissal of a formal complaint, or any allegations therein. Any such appeal shall be received by the Title IX Coordinator in writing within seven (7) business days of the determination.

The appeal may be on one or more of the following bases:

- Procedural irregularity that affected the outcome of the matter; and/or
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and/or
- The Title IX Coordinator, investigator(s), or any decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter; and/or
- The sanction is inappropriate.

The Title IX Coordinator shall give the written appeal to the Appellate Decision-Maker for a decision. The decision-maker on appeal cannot be the same person(s) as the initial decision-maker, the Title IX Coordinator, or the investigator(s).

An appeal must be submitted to the Title IX Coordinator within seven (7) business days of receipt of the determination or dismissal (as applicable) and must identify all information a party wishes to have considered on appeal. Any appeal statement will be shared with the other party, who will have two (2) business days to submit a response to the Title IX Coordinator. The appeal and any response will be considered by a decision-maker other than the decision-maker who participated in an investigation of the allegations or who issued the determination or dismissal that is being appealed. Within thirty (30) business days after the time to submit a written statement has passed, the Appellate Decision-Maker shall issue a written decision describing the result of the appeal and the rationale for the result, and provide the written decision simultaneously to both parties.

### **Presumption of No Responsibility**

Throughout this grievance procedure, there shall be a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. In addition, the School District will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege. The School District will comply with this grievance process before the imposition of any disciplinary sanctions, or other actions that are not supportive measures, against a respondent.

The investigation of the grievance shall include an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and credibility determinations may not be based on a person's status as a complainant, respondent, or witness. The standard of evidence to be used in determining responsibility will be the clear and convincing standard of evidence.

### ***Legal Protections and External Remedies***

Sexual harassment is not only prohibited by the district, but it is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in the policy above is one way for employees to report sexual harassment. Employees and covered individuals may also choose to pursue legal remedies with the following

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governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

### **A. New York State Division of Human Rights**

The New York State Human Rights Law (HRL), N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time within three years of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law, within three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the district does not extend your time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: [www.dhr.ny.gov](http://www.dhr.ny.gov).

Go to [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

Call the DHR sexual harassment hotline at 1(800) HARASS3 for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

Nothing in these regulations limits the right of the complainant to file a lawsuit in either state or federal court, or to contact law enforcement officials if the sexual harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, or other acts which may constitute a crime.

### **B. The United States Equal Employment Opportunity Commission**

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e et seq. An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary

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settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred but does not file a lawsuit.

Individuals may obtain relief in mediation, settlement or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

### **C. Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

### **D. Contact the Local Police Department**

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

### **E. Contact the District's Title IX Coordinator**

The District is required to address instances of sex discrimination and sexual harassment which could be prohibited under Title IX and its regulations. Employees are encouraged to contact the district's Title IX Coordinator with complaints of sex discrimination and sex-based harassment.

## **Nondisclosure agreements**

The District may include nondisclosure agreements (to not disclose the underlying facts and circumstances of a sexual harassment complaint) in any sexual harassment settlement agreement or resolution only if it is the complainant's preference. Any such nondisclosure agreement will be provided in writing to all parties in plain English and, if applicable, in the primary language of the complainant. Complainants have twenty-one days to consider any such nondisclosure provision before it is signed by all parties, and have seven days to revoke the agreement after signing. Nondisclosure agreements only become effective after this seven-day period has passed.

## **Retaliation Prohibited**

Any act of retaliation against any person who opposes sexually harassing behavior, or who has filed a complaint in good faith, is prohibited and illegal, and therefore subject to disciplinary action. Likewise, retaliation against any person who has, in good faith, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing of a sexual harassment complaint is prohibited. For purposes of this policy, retaliation includes but is not limited to: verbal or physical threats, intimidation, ridicule, bribes, destruction of property, spreading rumors, stalking, harassing phone calls, discipline,

## **West Islip**

discrimination, demotion, denial of privileges, any action that would keep a person from coming forward to make or support a sexual harassment claim, and any other form of harassment. Such actions need not be job- or education-related, or occur in the workplace or educational environment, to constitute unlawful retaliation. Any person who retaliates is subject to immediate disciplinary action, up to and including suspension or termination.

Retaliation is unlawful pursuant to Federal, State and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has, in good faith:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment pursuant to the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed or discriminated against; or
- encouraged a fellow employee to report sexual harassment.

Even if the alleged sexual harassment does not rise to the level of a violation of law, the individual is protected from retaliation if he/she had a good faith belief that the practices were unlawful. The retaliation provision is not intended, however, to protect persons making intentionally false charges of sexual harassment.

Anyone who believes that he/she has been a target of prohibited retaliation may seek legal remedies, as explained below in the section on "Legal Protections and External Remedies."

### **Discipline/Penalties**

Any individual who violates the sexual harassment policy by engaging in prohibited sexual harassment will be subject to appropriate disciplinary and/or remedial action. Measures available to school authorities include, but are not limited to the following:

- Students: Discipline may range from a reprimand up to and including suspension from school, to be imposed consistent with the student conduct and discipline policy and applicable law.
- Employees: Discipline may range from a warning up to and including termination, to be imposed consistent with all applicable contractual and statutory rights.
- Volunteers: Penalties may range from a warning up to and including loss of volunteer assignment.
- "Non-employees" (i.e., contractors, subcontractors, vendors, consultant and other persons providing services pursuant to a contract, or their employees): Penalties may range from a warning up to and including loss of District business.
- Other individuals: Penalties may range from a warning up to and including denial of future access to school property.

### **False Complaints**

False or malicious complaints of sexual harassment may result in corrective or disciplinary action taken against the complainant.

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### **Training**

All employees will be informed of this policy and regulation in employee handbooks, on the District website and other appropriate materials. A poster summarizing the policy will also be posted in a prominent location at each school. The District will provide all existing employees with either a paper or electronic copy of the District's sexual harassment policy and regulation, and will provide the same to new employees before the employee starts their job. These materials will be provided in English and in an employee's primary language, for those languages for which the NYS Department of Labor has provided a translated template policy.

All students will be informed of the basic provisions of this policy and regulation (e.g., that sexual harassment of employees and "non-employees" is prohibited, as well as what is appropriate and inappropriate behavior) in student handbooks, on the District website and student registration materials. In addition, age-appropriate curricular materials will be made available so that they can be incorporated in K-12 instruction to ensure that all students are educated on appropriate and inappropriate behavior.

All new employees will receive training on this policy and regulation at new employee orientation or as soon as possible after starting their job, unless they can demonstrate that they have received equivalent training within the past year from a previous employer. All other employees will be provided training at least once a year regarding this policy and the District's commitment to a harassment-free working environment. Principals, Title IX coordinators, and other administrative employees who have specific responsibilities for investigating and resolving complaints of sexual harassment will receive yearly training on this policy, regulation and related legal developments. Training will be provided in English and in an employee's primary language, for those languages for which the NYS Department of Labor has provided translated model training.

Annual employee training programs will be interactive and include: (i) an explanation of sexual harassment consistent with guidance issued by the NYS Department of Labor and the NYS Division of Human Rights; (ii) examples of conduct that is unlawful sexual harassment; (iii) information on federal and state laws about sexual harassment and remedies available to victims of sexual harassment; (iv) information concerning employees' right to make complaints and all available forums for investigating complaints; and (v) address the conduct and responsibilities of supervisors.

Principals in each school and program directors are responsible for informing students and staff on a yearly basis of the terms of this policy, including the procedures established for investigation and resolution of complaints, general issues surrounding sexual harassment, the rights and responsibilities of students and employees, and the impact of sexual harassment on the target.

Adoption date:



SEXUAL HARASSMENT OF EMPLOYEES EXHIBIT

*Complaint Form for Reporting Sexual Harassment*

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form for targets to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form to the best of your ability and submit it to the Office of Human Resources to the attention of the Assistant Superintendent for HR. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, the District should complete this form, provide you with a copy and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form. For additional resources, visit: <http://www.ny.gov/programs/combating-sexual-harassment-workplace>

YOUR INFORMATION (for all persons making a complaint)

Your Name:

Home Address:

Home or Cell Phone:

Email:

Work Address:

Work Phone:

Job Title:

Preferred Communication Method (please select one): phone, email, mail, in person

SUPERVISOR INFORMATION

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

COMPLAINT INFORMATION

1. Your complaint of Sexual Harassment is made against (please include as much information as possible, if known):

Name:

Job Title (if an employee):

Grade/Class (if a student):

School/Work Location:

Phone:

Relationship to you (please circle one below):

Supervisor / Subordinate / Co-Worker / Student / Other: \_\_\_\_\_

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

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2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

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3. Date(s) and location(s) sexual harassment occurred: \_\_\_\_\_

Is the sexual harassment continuing? \_\_\_\_ Yes \_\_\_\_ No

4. Please list the name and contact information (if known) of any witnesses or individuals who may have information related to your complaint:

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

5. Have you previously complained about or provided information (verbal or written) about sexual harassment or related incidents to the District?

\_\_\_\_ Yes \_\_\_\_ No

If yes, when and to whom did you complain or provide information?

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This is not required, but if you have retained legal counsel and would like us to work with them, please provide their contact information.

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Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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Date: \_\_\_\_\_

### **Instructions for the District**

If you receive a complaint about alleged sexual harassment, you must follow the District's sexual harassment prevention policy by investigating the allegations through actions including:

- Speaking with the complainant
- Speaking with the alleged harasser
- Interviewing witnesses
- Collecting and reviewing any related documents

While the process may vary from case to case, all allegations should be investigated promptly and resolved as quickly as possible. The investigation should be kept confidential to the extent possible.

Document findings of the investigation and basis for your decision along with any corrective actions taken, and notify the complainant and the individual(s) against whom the complaint was made (if the alleged harasser is a student, also notify the parent/guardian). This may be done via email.

Adoption date:



### **SEXUAL HARASSMENT OF STUDENTS**

The Board of Education recognizes that harassment of students on the basis of actual or perceived sex, sexual orientation, and/or gender identity and expression is abusive and illegal behavior that harms targets and negatively impacts the school culture by creating an environment of fear, distrust, intimidation and intolerance. The Board further recognizes that preventing and remedying such harassment in schools is essential to ensure a healthy, nondiscriminatory environment in which students can learn.

#### **Sexual Harassment Prevention Team**

The School District shall annually appoint the following members to its Sexual Harassment Team:

- **Title IX Coordinator**: This person shall be responsible for coordinating compliance efforts.
- **Investigator/Compliance Officer**: This person investigates formal complaints and may also serve as the Title IX Coordinator.
- **Decision-Maker**: This person makes a determination after the investigation is completed and the entire record has been reviewed.
- **Appellate Decision-Maker**: This person is authorized to make a determination upon an appeal.

#### **Sexual Harassment Defined**

Sexual harassment is a form of sex discrimination and is unlawful under federal and state law. For purposes of this policy, sexual harassment includes harassment on the basis of actual or perceived sex, sexual orientation, and/or gender identity and expression. Sexual harassment of a student can deny or limit the student's ability to participate in or to receive benefits, services, or opportunities from the school's program.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's actual or perceived sex, sexual orientation, and/or gender identity and expression, when:

- a. submission to that conduct is made either explicitly or implicitly a term or condition of a student's education;
- b. submission to or rejection of such conduct is used as the basis for decisions affecting a student's education; or
- c. the conduct has the purpose or effect of unreasonably interfering with a student's school performance or creating an intimidating, hostile or offensive educational environment, even if the complaining individual is not the intended target of the sexual harassment;

Sexual harassment can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, or verbal, nonverbal or physical aggression, intimidation or hostility that is based on actual or perceived gender and sexual stereotypes. Examples of sexual harassment can be found in the accompanying regulation (7551.1-R).

The Board is committed to providing an educational environment that promotes respect, dignity and equality and that is free from all forms of sexual harassment. To this end, the Board condemns and strictly prohibits all forms of sexual harassment on school grounds, school buses and at all school-sponsored activities, programs and events, including those that take place at locations outside the district, or outside the school setting if the harassment impacts the individual's education in a way that violates their legal rights, including when harassment is done by electronic means (including on

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social media). Sanctions will be enforced against all those who engage in sexual harassment or retaliation, and against district personnel who knowingly allow such behavior to continue.

Sexual harassment may subject the district to liability for harm done to targets. Harassers may also be individually subject to civil liability if sued in a court of law or criminal liability if prosecuted.

Under various state and federal laws, students have legal protections against sexual harassment in the school environment as described above. Those laws are listed in the references section. The district's Code of Conduct also addresses appropriate behavior in the school environment. Sexual harassment can occur between persons of all ages and genders. Any student, employee or "non-employee" who feels harassed should submit a complaint so that any potential violation of this policy be promptly addressed. Where alleged sexual harassment involves discrimination, harassment, and/or bullying as defined by the Dignity of All Students Act (DASA) and the District's Bully Prevention policy 7317, the appropriate guidelines set forth therein shall also apply, however the District will follow the procedures herein in investigating such allegations.

In order for the Board to effectively enforce this policy and to take prompt corrective measures, it is essential that all targets of sexual harassment and persons with knowledge of sexual harassment report the harassment immediately. The district will promptly investigate all complaints of sexual harassment, either formal or informal, verbal or written. To the extent possible, all complaints will be treated in a confidential manner. Limited disclosure may be necessary to complete a thorough investigation. If the complainant reports that they feel unsafe at school due to the nature of the complaint, the district will determine if accommodations need to be made until the issue is resolved

If, after appropriate investigation, the district finds that a person has violated this policy, prompt corrective action will be taken in accordance with the applicable collective bargaining agreement, contract, district policy and state law.

All complainants and those who participate in sexual harassment complaints or the investigation of a complaint of sexual harassment have the right to be free from retaliation of any kind, when they do so with a good faith belief that sexual harassment has occurred. Such prohibited retaliation can include, but is not limited to, discipline, discrimination, demotion, denial of privileges, or any action that would keep a person from coming forward to make or support a sexual harassment claim. Such actions need not be job- or education-related, or occur in the workplace or educational environment, to constitute unlawful retaliation.

The Superintendent of Schools is directed to develop and implement regulations for reporting, investigating and remedying allegations of sexual harassment. These regulations are to be attached to this policy. In addition, the Board directs that training programs be established for students, and annually for employees, to raise awareness of the issues surrounding sexual harassment and to implement preventative measures to help reduce incidents of sexual harassment. Age-appropriate instructional materials will be incorporated into the curriculum to educate students so that they can recognize and reduce the incidence of sexual harassment.

This policy, or a simplified version, will be posted in a prominent place in each district facility, on the district's website, and will also be published in student registration materials, student, parent and employee handbooks, and other appropriate school publications.

The Policy Committee will be convened annually to review this policy's effectiveness and compliance with applicable state and federal law, and to recommend revisions to the Board.

Cross-ref: 7317, Bullying Prevention and Intervention

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Ref: Education Amendments of 1972, Title IX, 20 U.S.C. §1681 *et seq.*; 34 CFR 106 *et seq.*  
Education Law §§10-18 (The Dignity for All Students Act)  
*Davis v. Monroe County Board of Education*, 526 U.S. 629, 652 (1999)  
*Gebser v. Lago Vista Independent School District*, 524 U.S. 274 (1998)  
*Franklin v. Gwinnett County Public Schools*, 503 U.S. 60 (1992)  
*Cannon v. University of Chicago*, 441 U.S. 677 (1979)  
Office for Civil Rights *Revised Sexual Harassment Guidance* (January 19, 2001)  
Office for Civil Rights, *Dear Colleague Letter: Sexual Harassment Issues* (2006)  
Office for Civil Rights, *Dear Colleague Letter: Bullying* (October 26, 2010)

Adoption date:

**SEXUAL HARASSMENT OF STUDENTS REGULATION**

This regulation is intended to create and preserve an educational environment free from unlawful sexual harassment on the basis of actual or perceived sex, sexual orientation, and/or gender identity and expression, in furtherance of the district's commitment to provide a healthy and productive environment for all students that promotes respect, dignity and equality.

**Unacceptable Conduct**

School-related conduct that the district considers unacceptable and which may constitute sexual harassment includes, but is not limited to, the following:

1. rape, attempted rape, sexual assault, attempted sexual assault, forcible sexual abuse, hazing, and other sexual and gender-based activity of a criminal nature as defined under the State Penal Law;
2. unwelcome sexual advances or invitations or requests for sexual activity, including but not limited to those in exchange for grades, preferences, favors, selection for extracurricular activities, homework, etc., or when accompanied by implied or overt threats concerning the target's school evaluations, other benefits or detriments;
3. unwelcome or offensive public sexual display of affection, including kissing, hugging, making out, groping, fondling, petting, inappropriate touching of one's self or others (e.g., pinching, patting, grabbing, poking), sexually suggestive dancing, and massages;
4. any unwelcome communication that is sexually suggestive, sexually degrading or derogatory or implies sexual motives or intentions, such as sexual remarks or innuendoes about an individual's clothing, appearance or activities; sexual jokes; sexual gestures; public conversations about sexual activities or exploits; sexual rumors and "ratings lists;" howling, catcalls, and whistles; sexually graphic computer files, messages or games, etc.;
5. unwelcome and offensive name calling or profanity that is sexually suggestive or explicit, sexually degrading or derogatory, implies sexual intentions, or that is based on sexual stereotypes or sexual orientation, gender identity or expression;
6. unwelcome physical contact or closeness that is sexually suggestive, sexually degrading or derogatory, or sexually intimidating such as the unwelcome touching of another's body parts, cornering or blocking an individual, standing too close, spanking, pinching, following, stalking, frontal body hugs, etc.;
7. unwelcome and sexually offensive physical pranks or touching of an individual's clothing, such as hazing and initiation, "streaking" (running naked in public), "mooning" (exposing one's buttocks), "snuggies" or "wedgies" (pulling underwear up at the waist so it goes in between the buttocks), bra-snapping, skirt "flip-ups," "pantsing" or "spiking" (pulling down someone's pants or swimming suit); pinching; placing hands inside an individual's pants, shirt, blouse, or dress, etc.;
8. unwelcome leers, stares, gestures, or slang that are sexually suggestive; sexually degrading or derogatory or imply sexual motives or intentions;
9. clothing with sexually obscene or sexually explicit slogans or messages; and
10. unwelcome and offensive skits, assemblies, and productions that are sexually suggestive, sexually degrading or derogatory, or that imply sexual motives or intentions, or that are based on sexual stereotypes;

For purposes of this regulation, action or conduct will be considered "unwelcome" if the student did not request or invite it and regarded the conduct as undesirable or offensive.

Sexual harassment may occur on school grounds, school buses and at all school-sponsored activities, programs and events, including those that take place at locations outside the district, or

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outside the school setting if the harassment impacts the individual's education in a way that violates their legal rights, including when the harassment is done by electronic means (including on social media).

### **Determining if Prohibited Conduct is Sexual Harassment**

Complaints of sexual harassment will be thoroughly investigated to determine whether the totality of the behavior and circumstances meet any of the elements of the above definition of sexual harassment and should therefore be treated as sexual harassment. Not all unacceptable conduct with sexual connotations may constitute sexual harassment. In many cases (other than quid pro quo situations where the alleged harasser offers academic rewards or threatens punishment as an inducement for sexual favors), unacceptable behavior must be sufficiently severe, pervasive and objectively offensive to be considered sexual harassment. If the behavior doesn't rise to the level of sexual harassment, but is found to be objectionable behavior, the individual will be educated and counseled in order to prevent the behavior from continuing.

In evaluating the totality of the circumstances and making a determination of whether conduct constitutes sexual harassment, the individual investigating the complaint should consider:

1. the degree to which the conduct affected the ability of the student to participate in or benefit from their education or altered the conditions of the student's learning environment;
2. the type, frequency and duration of the conduct;
3. the identity of and relationship between the alleged harasser and the subject of the harassment (e.g., sexually based conduct by an authority figure is more likely to create a hostile environment than similar conduct by a peer);
4. the number of individuals involved;
5. the age and sex of the alleged harasser and the target of the harassment;
6. the location of the incidents and context in which they occurred;
7. other incidents at the school; and
8. incidents of gender-based, but non-sexual harassment.

### **Reporting Complaints**

Students who believe they have been the target of sexual harassment related to the school setting are encouraged to report complaints as soon as possible after the incident in order to enable the district to promptly and effectively investigate and resolve the complaint. Any person who witnesses or is aware of sexual harassment of a student is also encouraged to report the incident or behavior to the district. Targets are encouraged to submit the complaint in writing; however, complaints may be filed verbally.

Complaints should be filed with the Principal or the Title IX coordinator; however, students may go to any district employee with sexual harassment complaints.

Any school employee who receives a complaint of sexual harassment from a student must inform the student of the employee's obligation to report the complaint to the school administration, and must then immediately notify the Principal and/or the Title IX coordinator.

In order to assist investigators, targets should document the harassment as soon as it occurs and with as much detail as possible including: the nature of the harassment; dates, times, places it has occurred; name of harasser(s); witnesses to the harassment; and the target's response to the harassment.

### **Confidentiality**



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It is district policy to respect the privacy of all parties and witnesses to complaints of sexual harassment. To the extent possible, the district will not release the details of a complaint or the identity of the complainant or the individual(s) against whom the complaint is filed to any third parties who do not need to know such information. However, because an individual's need for confidentiality must be balanced with the district's legal obligation to provide due process to the accused, to conduct a thorough investigation, or to take necessary action to resolve the complaint, the district retains the right to disclose the identity of parties and witnesses to complaints in appropriate circumstances to individuals with a need to know. The staff member responsible for investigating complaints will discuss confidentiality standards and concerns with all complainants.

If a complainant requests that their name not be revealed to the individual(s) against whom a complaint is filed, the staff member responsible for conducting the investigation will inform the complainant that:

1. the request may limit the district's ability to respond to their complaint;
2. district policy and federal law prohibit retaliation against complainants and witnesses;
3. the district will attempt to prevent any retaliation; and
4. the district will take strong responsive action if retaliation occurs.

If the complainant still requests confidentiality after being given the notice above, the investigator will take all reasonable steps to investigate and respond to the complaint consistent with the request as long as doing so does not preclude the district from responding effectively to the harassment and preventing the harassment of others.

## **Investigation and Resolution Procedure**

### District Responsibilities

Throughout the Title IX process the District will, among other things:

- Treat complainants and respondents equitably.
- Perform an objective evaluation of all available evidence.
- Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- Ensure that no information protected by a legal privilege such as the attorney-client privilege may be used for any purpose or be sought through disclosure unless the person holding the privilege has waived such privilege.

### Timeframes

The District has established reasonably prompt approximate time frames for the conclusion of the grievance process unless delayed or extended. The time frames for appeals are set forth in the section below on Appeals.

- Written notice of a formal complaint to known parties will be given approximately seven (7) business days following receipt of a complaint.
- Investigations of complaints will begin approximately seven (7) business days following receipt of a complaint.
- Determinations will be made approximately forty-five (45) business days following starting an investigation.
- Informal resolution will begin approximately ten (10) business days following acceptance of both parties in writing, and will conclude in approximately thirty (30) business days.

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The District has also established a process that allows for a temporary delay or limited extension of timeframes for good cause with notice to the parties that includes the reason for the delay

- Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. Good cause will be considered on a case-by-case basis.
- The Title IX Coordinator will evaluate the request for an extension of timeframes and make a prompt determination to either extend the timeframes, or take or recommend other action to be able to meet the timeframes.
- If an extension is granted, the Title IX Coordinator will notify the parties in writing of the reason(s) for the delay, and the estimated date the stages in the timeframe will be complete.

## Grievance Procedure

The following grievance procedure will be followed for the prompt and equitable resolution of complaints under this policy.

## Definitions:

For purposes of this grievance process,

- (1) "Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- (2) "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the School District investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the School District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed for the Title IX Coordinator.
- (3) "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- (4) "Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:
  - (a) An employee of the School conditioning the provision of an aid, benefit, or service of the School on an individual's participation in unwelcome sexual conduct;
  - (b) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the School's education program or activity; or
  - (c) Sexual assault, "dating violence", "domestic violence", or "stalking" as defined in 34 CFR Part 106.2.
- (5) "Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the School District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the School District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The School District will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the School District to provide the supportive

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measures. The Title IX Coordinator will be responsible for coordinating the effective implementation of supportive measures.

### Level One – Formal Complaint Procedure

A formal complaint is a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment under Title IX against an individual and requesting that the District investigate the allegation of sexual harassment under Title IX. The formal complaint must be a written document but need not be in any specific form. At the time a formal complaint is filed, the complainant must be participating or attempting to participate in the District's education program or activity.

The formal complaint investigation and process will only be triggered when the complainant files a formal complaint of sexual harassment under Title IX. The District will investigate the complaint and make determinations regarding a complaint's allegations using a clear and convincing evidence standard.

The Title IX Coordinator, investigator, decision-maker or facilitator of an informal resolution process, if applicable, must not have a conflict of interest or bias for or against complainants or respondents. All individuals with conflicts of interest or bias must recuse themselves. The roles of Title IX Coordinator, investigator, and decision-maker will be held by different persons.

Upon receipt of a formal complaint (or later as additional allegations become known), the School District will provide the following written notice to the parties who are known:

- A. Notice to each of the parties of the School District's grievance procedure, including any informal resolution process.
- B. Notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include:
  - a. the identities of the parties involved in the incident, if known,
  - b. the conduct allegedly constituting sexual harassment under Title IX, and the date and location of the alleged incident, if known.
  - c. Information regarding the grievance process and the informal resolution process.
  - d. A statement that retaliation is prohibited.
  - e. Notification that the parties may inspect and review evidence.
  - f. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.
  - g. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence.
  - h. The written notice will also inform the parties of the School District's prohibition from knowingly making false statements or knowingly submitting false information during this grievance process.
  - i. Notification that after commencing an investigation of a formal complaint, the district may decide to also investigate allegations that were not included in the initial notice to the parties. In that case, the district will provide notice of the additional allegations to the parties.

If, in the course of an investigation, the School District decides to investigate allegations about the complainant or respondent that are not included in the foregoing notice provided, the School District will provide notice of the additional allegations to the parties whose identities are known.



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The School District may also consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

### Investigation:

The Title IX Coordinator/Compliance Officer/Investigator and/or designee will investigate the allegations in a formal complaint in the following manner:

1. Interview the complainant and document the conversation. Provide the complainant with supportive measures as appropriate. Refer the victim, as appropriate, to school social workers, school psychologists, crisis team managers, other school staff, or appropriate outside agencies for counseling services.
2. Review any written documentation of the alleged harassment prepared by the complainant. If the complainant has not prepared written documentation, encourage the victim to do so, providing alternative formats for individuals with disabilities and young children, who have difficulty writing and need accommodation. If the complainant/informant refuses to complete a complaint form or written documentation, the Title IX Compliance Officer/Investigator will complete a complaint form (form attached to this Policy) based on the verbal report.
3. Interview the respondent regarding the complaint. Document the conversation. Provide the respondent with supportive measures as appropriate. Provide the alleged harasser an opportunity to respond to the charges in writing.
4. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses. Interview any witnesses presented by the parties. Where appropriate, obtain a written statement from each witness. Caution each witness to keep the complaint and his/her statement confidential.
5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the School District may establish restrictions regarding the extent to which the advisor may participate in the proceedings. To the extent that such restrictions are established, they shall apply equally to both parties;
6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the School District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the School District will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties shall have ten (10) business days to submit a written response, which the Title IX Coordinator/Compliance Officer/Investigator will consider prior to completion of the investigative report; and
7. Create an investigative report within thirty (30) business days of receipt of a formal complaint that fairly summarizes relevant evidence and, at least ten (10) business days prior to a time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

During the formal complaints process, the parties will have an equal opportunity to:

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- Present witnesses and to gather and present relevant evidence.
- Have others present during any grievance proceeding, including the representative of their choice who may be, but is not required to be, an attorney.

Inspect and review all evidence obtained as part of the investigation that is directly related to the allegations in the complaint, and respond to the evidence prior to the conclusion of the investigation. Parties must be given at least ten (10) business days to submit a written response that the investigator will consider prior to completing the investigative report.

If a complaint received by the Title IX Coordinator/Compliance Officer/Investigator or second designee contains evidence or allegations of serious or extreme harassment, such as employee to student harassment, criminal touching, quid pro quo (e.g., offering an academic or employment reward or punishment as an inducement for sexual favors), or acts which shock the conscience of a reasonable person, the complaint will be referred promptly to the Superintendent of Schools. In addition, where the Title IX Coordinator/Compliance Officer/Investigator or second designee has a reasonable suspicion that the alleged harassment involves criminal activity, he/she should immediately notify the Superintendent of Schools, who will then contact appropriate child protection and law enforcement authorities. Where criminal activity is alleged or suspected by a School District employee, the accused employee shall be suspended pending the outcome of the

### Question and Answer Period

After the School District has sent the investigative report to the parties, the Title IX Coordinator or his/her designee will submit the investigative report to the Decision-Maker to reach a determination regarding responsibility. The decision-maker shall not be the same person(s) as the Title IX Coordinator or the investigator(s).

Before reaching a determination regarding responsibility, the Decision-Maker shall afford each party ten (10) business days to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. However, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The Decision-Maker shall explain to the party proposing the questions any decision to exclude a question as not relevant.

### Dismissal of Complaint

If the conduct alleged would not constitute sexual harassment even if proven, the District is unable to identify the respondent after taking reasonable steps to do so, did not occur in the School District's education program or activity, or did not occur against a person in the United States, then the School District shall dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under Title IX. However, such a dismissal does not preclude action under another provision of the School District's code of conduct. The School District may also dismiss the formal complaint or any allegations therein, if at any time during the investigation: a complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the respondent is no longer enrolled or employed by the School; or specific circumstances prevent the School from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein. Upon a dismissal, the School District will promptly send written notice of the dismissal and reason(s) therefore simultaneously to the parties. Upon dismissal, the District must notify the Complainant of the opportunity to appeal the dismissal of a complaint.

### Determination of Responsibility

The Decision-Maker shall issue a written determination regarding responsibility within forty-five (45) business days following the start of the investigation. The written determination will include:

- A. Identification of the allegations potentially constituting sexual harassment;
- B. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- C. Findings of fact supporting the determination;
- D. Conclusions regarding the application of this Policy to the facts;
- E. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the School District will be imposing on the respondent, and whether remedies designed to restore or preserve equal access to the School District's education program or activity will be provided by the School District to the complainant; and
- F. The School District's procedures and permissible bases for the complainant and respondent to appeal.

The written determination regarding responsibility shall be provided to both parties simultaneously and shall become final either on the date that the School District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

If a determination of responsibility for sexual harassment has been made against a respondent, the School District will provide remedies to a complainant. The Title IX Coordinator will be responsible for the effective implementation of any remedies. Possible remedies to the complainant that the School District may implement include: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures or individualized services offered as may be appropriate and reasonably available, without fee or charge to the complainant, that are designed to restore or preserve equal access to the School District's education program or activity, to protect the safety of the complainant or the School District's educational environment, or to deter sexual harassment.

Possible disciplinary sanctions that the School District may implement following any determination of responsibility against the respondent may include:

- Student respondents: consequences may include warning, reprimand, detention, in-school suspension, and suspension from school, to be imposed consistent with the district's Code of Conduct and applicable law;
- Employee respondents: consequences may include warning, reprimand, mandatory counseling, re-assignment, demotion, suspension, and termination, to be imposed consistent with all applicable contractual and statutory rights;
- Volunteer respondents: consequences may include warning, reprimand, loss of volunteer assignments, and removal from future volunteer opportunities; and
- Vendor respondents: consequences may include warning, removal from school property, denial of future access to school property, and denial of future business with the District.
- Other individuals: consequences may include warning, removal from school property, and denial of future access to school property.

## West Islip

The District may also provide or facilitate remedies, which may include, but not limited to:

- Training of entire departments, classes, or groups;
- Peer support groups;
- Letters of apology;
- Separation of the parties;
- Additional supervision or mentoring for the respondent; and
- Restitution and restoration.

Any party who is not satisfied with the determination regarding responsibility by the Decision-Maker may request an appeal of the determination within seven (7) business days of the determination.

### Level Three – Appeal Procedure

Either the complainant or respondent, or their parent or guardian, may appeal from a determination regarding responsibility or from a dismissal of a formal complaint, or any allegations therein. Any such appeal shall be received by the Title IX Coordinator in writing within seven (7) business days of the determination.

The appeal may be on one or more of the following bases:

- Procedural irregularity that affected the outcome of the matter; and/or
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and/or
- The Title IX Coordinator, investigator(s), or any decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter; and/or
- The sanction is inappropriate.

The Title IX Coordinator shall give the written appeal to the Appellate Decision-Maker for a decision. The decision-maker on appeal cannot be the same person(s) as the initial decision-maker the Title IX Coordinator, or the investigator(s).

An appeal must be submitted to the Title IX Coordinator within seven (7) business days of receipt of the determination or dismissal (as applicable) and must identify all information a party wishes to have considered on appeal. Any appeal statement will be shared with the other party, who will have two (2) business days to submit a response to the Title IX Coordinator. The appeal and any response will be considered by a decision-maker other than the decision-maker who participated in an investigation of the allegations or who issued the determination or dismissal that is being appealed. Within thirty (30) business days after the time to submit a written statement has passed, the Appellate Decision-Maker shall issue a written decision describing the result of the appeal and the rationale for the result, and provide the written decision simultaneously to both parties.

### Presumption of No Responsibility

Throughout this grievance procedure, there shall be a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. In addition, the School District will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege. The School District will comply with this grievance process before the imposition of any disciplinary sanctions, or other actions that are not supportive measures, against a respondent.

## West Islip

The investigation of the grievance shall include an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and credibility determinations may not be based on a person's status as a complainant, respondent, or witness. The standard of evidence to be used in determining responsibility will be the clear and convincing standard of evidence.

### External Remedies

In addition, targets have the right to register sexual harassment complaints with the U.S. Department of Education's Office for Civil Rights (OCR) and the New York State Division of Human Rights (DHR). The OCR can be contacted at (800) 421-3481, 400 Maryland Avenue SW, Washington, DC 20202-1100, or at <https://www2.ed.gov/about/offices/list/ocr/docs/howto.html>. The DHR can be contacted at (888) 392-3644, [www.dhr.ny.gov/complaint](http://www.dhr.ny.gov/complaint), or at 1 Fordham Plaza, Fourth Floor, Bronx, NY 10458.

Nothing in these regulations limits the right of the complainant to file a lawsuit in either state or federal court, or to contact law enforcement officials if the sexual harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, or other acts which may constitute a crime.

### Retaliation Prohibited

Any act of retaliation against any person who opposes sexually harassing behavior, or who has filed a complaint in good faith, is prohibited and illegal, and therefore subject to disciplinary action. Likewise, retaliation against any person who has, in good faith, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing of a sexual harassment complaint is prohibited. For purposes of this policy, retaliation includes but is not limited to: verbal or physical threats, intimidation, ridicule, bribes, destruction of property, spreading rumors, stalking, harassing phone calls, discipline, discrimination, demotion, denial of privileges, any action that would keep a person from coming forward to make or support a sexual harassment claim, and any other form of harassment. Such actions need not be job- or education-related, or occur in the workplace or educational environment, to constitute unlawful retaliation. Any person who retaliates is subject to immediate disciplinary action, up to and including suspension or termination.

### Discipline/Penalties and Consequences

Any individual who violates the sexual harassment policy by engaging in prohibited sexual harassment will be subject to appropriate disciplinary and/or remedial action. Measures available to school authorities include, but are not limited to the following:

**Students:** Discipline may range from a reprimand up to and including suspension from school, to be imposed consistent with the student conduct and discipline policy and applicable law.

**Employees:** Discipline may range from a warning up to and including termination, to be imposed consistent with all applicable contractual and statutory rights.

**Volunteers:** Penalties may range from a warning up to and including loss of volunteer assignment.

**"Non-employees"** (i.e., contractors, subcontractors, vendors, consultant and other persons providing services pursuant to a contract, or their employees): Penalties may range from a warning up to and including loss of district business.

**Other individuals:** Penalties may range from a warning up to and including denial of future access to school property.

### False Complaints

False or malicious complaints of sexual harassment may result in corrective or disciplinary action taken against the complainant.

## West Islip

### **Training**

All students and employees will be informed of this policy and regulation in student and employee handbooks, on the district website and student registration materials. A poster summarizing the policy will also be posted in a prominent location at each school. All secondary school student body officers will receive district training about the policy at the beginning of each school year.

In addition, age-appropriate curricular materials will be made available so that it can be incorporated in instruction K-12 to ensure that all students are educated to recognize and report sexual harassment, and on appropriate and inappropriate behavior.

Building Principals are responsible for informing students and staff on a yearly basis of the terms of this policy, including the procedures established for investigation and resolution of complaints, general issues surrounding sexual harassment, the rights and responsibilities of students and employees, and the impact of sexual harassment on the target.

Adoption date:



SEXUAL HARASSMENT OF STUDENTS EXHIBIT*Complaint Form for Reporting Sexual Harassment*

New York State Labor Law requires all school districts to adopt a sexual harassment prevention policy that includes a complaint form for targets to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form to the best of your ability and submit it to your building principal or the Office of Human Resources to the attention of the Assistant Superintendent for HR. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, the District should complete this form, provide you with a copy and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form. For additional resources, visit: <http://www.ny.gov/programs/combating-sexual-harassment-workplace>

YOUR INFORMATION (for all persons making a complaint)

Your Name:

Home Address:

Home or Cell Phone:

Email:

School Address:

School Phone:

Grade Level:

Preferred Communication Method (please select one): phone, email, mail, in person

PARENT INFORMATION

Parents' Name(s):

Phone:

Address:

Home or Cell Phone:

Email:

COMPLAINT INFORMATION

1. Your complaint of Sexual Harassment is made against (please include as much information as possible, if known):

Name:

Job Title (if an employee):

Grade/Class (if a student):

School/Work Location:

Phone:

Relationship to you (please circle one below):

Supervisor / Subordinate / Co-Worker / Student / Other: \_\_\_\_\_

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

West Islip

2. Please describe what happened and how it is affecting you. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

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3. Date(s) and location(s) sexual harassment occurred: \_\_\_\_\_

Is the sexual harassment continuing? \_\_\_\_ Yes \_\_\_\_ No

4. Please list the name and contact information (if known) of any witnesses or individuals who may have information related to your complaint:

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

5. Have you previously complained about or provided information (verbal or written) about sexual harassment or related incidents to the District?

\_\_\_\_ Yes \_\_\_\_ No

If yes, when and to whom did you complain or provide information?

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This is not required, but if you have retained legal counsel and would like us to work with them, please provide their contact information.

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Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

## West Islip

Date: \_\_\_\_\_

### Instructions for the District

If you receive a complaint about alleged sexual harassment, you must follow the District's sexual harassment prevention policy by investigating the allegations through actions including:

- Speaking with the complainant
- Speaking with the alleged harasser
- Interviewing witnesses
- Collecting and reviewing any related documents

While the process may vary from case to case, all allegations should be investigated promptly and resolved as quickly as possible. The investigation should be kept confidential to the extent possible.

Document findings of the investigation and basis for your decision along with any corrective actions taken, and notify the complainant and the individual(s) against whom the complaint was made (if the alleged harasser is a student, also notify the parent/guardian). This may be done via email.

Adoption date:

## **SUBJECT: EX OFFICIO STUDENT MEMBER OF THE BOARD**

The Board of Education believes that it is important to include students' voices in its deliberations. Pursuant to law, the Board will designate at least one ex officio student member of the Board for the purpose of providing regular and direct communication between the Board and the student body.

Good faith actions, mutual respect, and cooperative effort of all parties are essential to a positive and meaningful partnership and bringing about meaningful changes. The Board believes that an ex officio student member will:

1. provide students with an opportunity to express their voices, take ownership of their education, and impact Board decisions;
2. provide for the Board and students a vehicle through which they may exchange information and learn from one another;
3. provide an opportunity for students to gain experience with governance and leadership;
4. broaden the base of information available to those ultimately responsible for educational decision making; and
5. develop an environment that encourages inclusion, understanding, trust, and respect.

### **Position of Ex Officio Student Member of the Board**

As required by law, the Board will have at least one ex officio student member. Ex officio student member(s) will be entitled to sit with Board members at all public meetings and hearings, participate in other Board activities and responsibilities at the discretion of the Board, but will not be required to participate in mandatory training for elected or appointed Board members. Ex officio student members may be excused to leave meetings early, upon the approval of the Board President.

Ex officio student member(s) will NOT: be allowed to vote; be allowed to attend executive sessions or any other meetings or hearings not open to the public; or be entitled to receive compensation of any form for participating at Board meetings. Neither will they have the authority to call a special and/or emergency meeting of the Board; be considered a "member" of the Board for the purpose of establishing a quorum for conducting business; or be allowed to see or discuss documents or information regarding individual district personnel, collective bargaining negotiations, individual student records, or any other confidential matters.

Ex officio student member(s) will serve for a term of one (1) year, commencing on July 1 and ending on the succeeding June 30. Attendance at Board meetings is optional for the ex officio student member during July and August.

Specifically, ex officio student members of the Board are expected to:

1. Bring a student perspective to the Board's discussions;
2. Bring student concerns to the Board's attention;
3. Represent the student body on the Board;
4. Report back to the student body on the Board's actions; and
5. Solicit input from students on matters impacting the district, at the direction of the Board.

### **Qualifications and Selection of the Ex Officio Student Member of the Board**

Ex officio student member(s) must have attended high school in the district for at least one year prior to selection. The selection process will take place during the second semester of the school year preceding the next term.

WEST ISLIP PUBLIC SCHOOLS  
Section 1000 / By-Laws

Ex officio student Board members will be selected by a committee of high school stakeholders that is chaired by the high school administrative team. All qualified students interested in serving as ex officio student member are encouraged to apply in the manner established by the high school administration in consultation with the Superintendent. The district will advertise the position of ex officio student member of the Board to high school students, as well as the method of applying for the position, well in advance of the deadline for doing so. An alternate ex officio student Board member may be selected annually by the committee of high school stakeholders. The High School Principal will verify that the students meet the requirements outlined in this policy.

The ex officio student member represents the student body, and acts as an example for the students of the district. Such students are expected to abide by all applicable Board policies including the student Code of Conduct. Violations may result in removal from the position as determined by the Board. Ex officio student members may resign in writing to the District Clerk. The Board may also declare the seat vacant if the ex officio student member fails to attend three consecutive Board meetings without sufficient excuse.

If there is a vacancy due to resignation or removal, and there is no alternate, the Board will decide if there is enough time to select another student as ex officio student member in accordance with this policy, and if there is not, will leave the position vacant until the next term begins.

The Superintendent or designee is responsible for arranging an orientation and training program for the ex officio student member. The Superintendent will establish procedures for the ex officio student member with the Board of Education if necessary to implement this policy.

Ref: Education Law §§1702(3); 1709; 1804(12);  
1901(2); 1950(2-c); 2109; 2502(10); 2552; 2553(1-a), (11)

*Adopted by the Board of Education 4/23/25*

**SUBJECT: EXTREME HEAT CONDITION DAYS**

As required by Education Law section 409-n, the Board of Education adopts this policy to address the health and safety of students and employees on extreme heat condition days. "Extreme heat condition days" are defined by law as when occupiable educational and support services spaces are eighty-two degrees Fahrenheit or higher. Under the law, "support services spaces" do not include kitchen areas used in the preparation of food for consumption by students. The law requires room temperature to be measured at a shaded location, three feet above the floor near the center of the room.

When the temperature of an occupiable educational or support service space reaches eighty-two degrees Fahrenheit, the district will take actions to relieve heat-related discomfort (consistent with fire and building codes), including but not limited to the following:

1. Turning off the overhead lights;
2. Pulling down shades or blinds;
3. Turning on fans;
4. Opening classroom doors and windows to increase circulation;
5. Turning off unused electronics that produce heat ; and
6. Providing water breaks

The Superintendent of Schools, Director of Facilities, and Building Principals will determine which actions to take, when to take them and in what order, and who will take them (consistent with applicable collective bargaining agreements).

On days when the outside temperature is expected to reach at least eighty (80) degrees, the district may take the actions listed above earlier in the day or before school starts, when the temperature is lower. The Superintendent and Director of Facilities will develop strategies to cool the district's occupiable educational and support services spaces during hot days. The district will also remind students and their families to dress appropriately for the weather.

Students and staff will be removed from educational and support services spaces when the temperature reaches eighty-eight degrees Fahrenheit, when practicable. The Superintendent will direct Building Principals to evacuate the space, including but not limited to the following:

1. Move students and staff to cooler locations; or
2. Close school early and send students and staff home according to the district's early closing protocols.

On days when the outside temperature is expected to be high enough that temperatures in occupiable educational or support service spaces are likely to reach eighty-eight degrees, even with the heat mitigation measures taken, the district may hold classes remotely or close school entirely (in accordance with required minimum instructional time). The Superintendent is authorized to make this decision. Remote learning may be district-wide, building-level, or for groups of students and staff affected by the extreme heat conditions.

Ref: Education Law §§409-n; 2801-a

Approved by the Board of Education 4/23/2025



**AGENDA ITEM XI. A)  
BUDGET TRANSFERS  
RM 4/23/2025**

DEBIT/CREDIT TOTALS	\$ 196,083.23	\$ 196,083.23
NET AMOUNT		-

Approved: Paul Romanelli Date: 4/4/25  
Dr. Paul Romanelli, Superintendent of Schools

**WEST ISLIP UFSD**  
**2024-2025 Budget Transfers - Capital Fund**  
**School Board Meeting - April 23, 2025**

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4487	03/12/2025	<i>Transfer for BBS Architect fees Udall MS Orchestra Room reno (Cap Res 2024)</i>			
		H 1620.293-31-2425	GEN CONST - 860K CAPITAL RESERVE 24-25 - UDALL	4,853.74	
		H 1620.245-31-2425	ARCHITECT - 860K CAPITAL RESERVE 24-25 - UDALL		4,853.74
4495	03/25/2025	<i>Transfer for Newsday - Beach CapRes 24-25</i>			
		H 1620.293-31-2425	GEN CONST - 860K CAPITAL RESERVE 24-25 - UDALL	687.50	
		H 1620.293-32-2425	GEN CONST - 860K CAPITAL RESERVE 24-25 - BEACH		687.50
4498	03/31/2025	<i>Transfer for Manetuck gym ceiling</i>			
		H 1620.298-19-2425	GEN CONST - 24-25 INTERFUND FUNDS - WESTBROOK	10,000.00	
		H 1620.298-14-2425	GEN CONST - 24-25 INTERFUND FUNDS - MANETUCK		10,000.00

DEBIT/CREDIT TOTALS	\$ 10,687.50	\$ 10,687.50
NET AMOUNT		-

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

Date: 4/4/25

**CONTRACT FOR HEALTH AND WELFARE SERVICES**

We, the undersigned Board of Education of **COMMACK UNION FREE SCHOOL DISTRICT**, Towns of Huntington and Smithtown, County of Suffolk, New York, hereby contracts with the Board of Education of **WEST ISLIP UNION FREE SCHOOL DISTRICT**, Town of Islip, County of Suffolk, New York, for the purpose of providing health services for 2 children residing in your school district and attending non-public schools in the **COMMACK UNION FREE SCHOOL DISTRICT**, for the 2024-2025 school year.

The Board of Education of **COMMACK UNION FREE SCHOOL DISTRICT** hereby contracts to furnish the necessary health services under the provisions of Section 912, Article 23 of the Education Law for the sum of **\$1,910.92 per pupil** per year enrolled in the aforementioned school for the 2024-2025 school year. Said services consist of the following:

- Physician Services
- School Nursing Service
- School Psychological Service
- School Social Works
- School Speech Evaluation Services
- Vision and Hearing Test
- Examinations for participants in athletics
- Notification of parents regarding defects and follow-up
- Furnishing of medication equipment deemed necessary by the school physician and school nurse
- Furnishing of First Aid Supplies and Health Records Forms
- Administrative/Secretarial/Clerical Support Services for all the above health services

No teaching services, as such, shall be included under this contact.

**COMMACK UNION FREE SCHOOL DISTRICT**

DocuSigned by:

*Steven Hartman*

105E38A77D0E4F3

\_\_\_\_\_  
President, Board of Education

**WEST ISLIP UNION FREE SCHOOL DISTRICT**

\_\_\_\_\_  
President, Board of Education

*Paul Romanelli*

\_\_\_\_\_  
Superintendent of Schools

***PLEASE RETURN SIGNED COPY TO:***

Laura A. Newman  
Associate Superintendent for Business & Operations  
Commack Union Free School District  
P.O. Box 150  
Commack, NY 11725

2/21/2025

**THIRD AMENDMENT TO THE LEASE AGREEMENT**

This Amendment is made this \_\_\_\_ day of \_\_\_\_, 2025, by and between the Board of Education, West Islip Union Free School District, Town of Islip, Suffolk County, New York, a municipal corporation existing under and by virtue of the laws of the State of New York, having its principal office at 100 Sherman Avenue, West Islip, Suffolk County, New York 11795 (hereinafter referred to as the "DISTRICT"), and The Bridges Academy, a New York not for profit organization having its principal office at the Building (as hereinafter defined), (hereinafter referred to as "BRIDGES").

**WHEREAS**, the DISTRICT and BRIDGES entered into a lease agreement, dated September 7, 2023, incorporated by reference herein, for certain areas within the Paul E. Kirdahy Elementary School (the "Lease Agreement"); and

**WHEREAS**, the DISTRICT and BRIDGES had agreed to amend the Lease Agreement to include additional leased space in accordance with Section 6 of the Lease Agreement during the 2023-2024 school year ("First Amendment"); and

**WHEREAS**, the DISTRICT and BRIDGES had agreed to amend the Lease Agreement to include additional leased space in accordance with Section 6 of the Lease Agreement during the 2024-2025 school year ("Second Amendment"); and

**WHEREAS**, the DISTRICT and BRIDGES have determined to amend the Lease Agreement to include additional leased space in accordance with Section 6 of the Lease Agreement during the 2025-2026 school year; and

**WHEREAS**, the DISTRICT has determined and by approval of this amendment does hereby declare that the Premises as set forth in this Amendment to the Lease Agreement ("Third

Amendment”) is not currently needed for school district purposes and that this Third Amendment is in the best interests of the DISTRICT.

**NOW, THEREFORE,** the DISTRICT and BRIDGES hereby agree to the following amendments which shall take effect July 1, 2025:

1. In addition to other property more fully set forth in the Lease Agreement, for the period of July 1, 2025 through June 30, 2026, the DISTRICT hereby leases to BRIDGES and BRIDGES hereby leases from the DISTRICT Room 102. The parties stipulate that Room 102 consists of 816 Square Feet. During the period of this Third Amendment to the Lease Agreement, Room 102 shall be deemed part of the “Demised Premises” under the Lease Agreement.

2. In addition to the rent amount ore fully set forth in the Lease Agreement, for the period of July 1, 2025 through June 30, 2026, the Additional Rent for Room 102 shall be a monthly base rent of \$997.71, for a total annual base rent of \$11,972.51.

3. Except as amended herein, the underlying Lease Agreement shall remain in full force and effect.

**IT IS UNDERSTOOD AND AGREED** that the covenants contained in this Second Amendment to the Lease shall be binding upon the parties hereto and upon their respective successors.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and  
executed by their fully appointed officers.

WEST ISLIP UNION FREE  
SCHOOL DISTRICT

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Anthony Tussie, President

BRIDGES LONG ISLAND

Dated: 3/10/25

By: SPRUE, HOS.  
Stephen Rubenack, Head of School



## **LEASE AGREEMENT**

This agreement is made by and between the BOARD OF EDUCATION, WEST ISLIP UNION FREE SCHOOL DISTRICT, TOWN OF ISLIP, SUFFOLK COUNTY, NEW YORK, a corporation existing under and by virtue of the laws of the State of New York, having its principal office at Beach Street, Corner of Sherman Avenue, West Islip, Suffolk County, New York 11795, hereinafter referred to as the "DISTRICT" and the West Islip Teachers Association, by Joseph Dixon, having its principal office at 350 Higbie Lane, West Islip, NY 11795, hereinafter referred to as the ("WITA").

## **WITNESSETH**

**WHEREAS**, the DISTRICT has agreed to lease to WITA a room at the Beach Street Middle School, 17 Beach Street, West Islip, New York 11795 (the "Building"); and

**WHEREAS**, the DISTRICT has determined and adopted a resolution providing that the room of the Building is not currently needed for school district purposes and that the leasing of it is in the best interest of the DISTRICT.

**NOW, THEREFORE**, for the mutual consideration set forth herein, and intending to be legally bound, the DISTRICT and WITA hereby agree as follows:

### **RECITALS**

1. The recitals set forth above are hereby incorporated herein.

### **DEMISED PREMISES**

2. Subject to the terms set forth in this agreement (hereinafter, the "Lease"), the DISTRICT hereby leases to WITA, and WITA hereby leases from the DISTRICT, Room 300 in the Building (hereinafter, the "Premises" or "Demised Premises").

### **TERM & EXPANSION OPTION**

3. The term of this Lease shall commence on June 1, 2025 and expire on May 31,

2026 unless sooner terminated pursuant to the provisions hereof and to the extent permitted by applicable law, or unless extended for an additional year in the manner provided, and to the extent permitted, by applicable law.

Renewal Option: Should Tenant wish to extend, a written request shall be delivered to the Landlord no later than December 1, 2025. If the Landlord does not wish to extend, written notice to that effect shall be delivered to the Tenant no later than January 1, 2026. Unless otherwise agreed by the parties, such extension shall be upon the same terms, covenants and provisions herein set forth except for rent and security deposit, which shall be increased as hereinafter provided.

#### **RENT**

4. WITA shall pay a monthly rent of \$1,409.16 for a total annual rent of \$16,909.96 for the period June 1, 2025 through May 31, 2026. For each subsequent year of this Lease, as it may be extended, the annual rent shall be increased by 3%.

5. The rent shall be paid each year of the term in twelve (12) equal installments, with the first payment commencing on the first day of June. Each successive payment shall be made on the first day of each month following the first day of June until all payments are made for that year of the term.

6. WITA hereby agrees to deposit with the DISTRICT two months of rent, \$2,818.32 due at Lease signing, as security for the faithful performance and observance by WITA of the terms, provisions and conditions of this Lease. In the event that WITA is in default of any of the terms, conditions and provisions of this Lease, the DISTRICT may, but is not obligated to, apply such amount of the security to the payment of rent and the cost and expense of re-letting the Demised Premises whether or not incurred after summary proceedings are instituted. For each year that the Lease is effective, the security as referenced in this paragraph shall be increased to

equal two months' rent at the monthly rental rate applicable to that year, which sum shall be paid with the first rental payment for that year.

#### **USE OF DEMISED PREMISES**

7. If and so long as no default shall have occurred and be continuing, the DISTRICT covenants and agrees that WITA may peacefully and quietly have, hold and enjoy the Demised Premises for the term stated.

8. WITA covenants that it shall use the Demised Premises exclusively for professional purposes, and shall not use or permit the use of the Demised Premises in violation of any applicable statute, ordinance or regulation, or in violation of the Certificate of Occupancy of the Building. WITA may not utilize the Demised Premises for any other purpose whatsoever, without the prior written consent of the DISTRICT. WITA shall be permitted to utilize the Demised Premises from 7:00 a.m. to 10:00 p.m. on weekdays and 7:00 a.m. to 4:00 p.m. on the weekends. The DISTRICT will provide an access card or key to WITA who shall lock up the Premises each day following use. The DISTRICT's night custodian will alarm the building. On school days, the DISTRICT's security personnel will unlock and open the gates in the mornings and the custodians will lock the gates at night. If the premises are used by WITA on other days, the DISTRICT will make arrangements with either its security or WITA to lock and unlock the gates.

9. The DISTRICT shall have full control and use of the grounds, parking areas, and athletic fields, it being understood, however, that WITA will have access to adequate parking.

10. WITA shall have exclusive use of the Demised Premises. WITA shall also be permitted to utilize the bathroom facilities located adjacent to the Faculty Room as reflected on the attached floor plan. The District assumes no responsibility for any WITA personal property on the premises.

## **UTILITIES AND COMMON AREA MAINTENANCE**

11. During the term hereof, the District shall furnish to WITA (i) electric and to the Demised Premises as customarily delivered to schools in the District; (ii) water for ordinary lavatory for the Demised Premises; (iii) cleaning of the Demised Premises and all hallways and hallway bathrooms in the Demised Premises; (iv) Common Area Maintenance (CAM) such as parking lot maintenance, and snow removal, except as noted below and (v) air condition in the summer months. The cost of the foregoing services is included in the rent.

## **REPAIRS AND MAINTENANCE**

12. The DISTRICT shall maintain the grounds surrounding the Demised Premises, with the same frequency and degree of attention given by the DISTRICT to other DISTRICT facilities, including but not limited to mowing of the lawns, tending the shrubs, snow plowing parking areas, removing plowed snow, snow and ice removal from pedestrian walkways, steps and sidewalks at the Building, repairing potholes in and otherwise maintaining the parking areas and maintaining the sidewalks, and curbing, provided however, that should any snowfall be of sufficient quantity to require its removal through the use of rented equipment such as bucket loaders, tractors or bulldozers by an outside contractor, WITA will share responsibility equally with other tenants for the cost as additional rent upon receipt of an invoice from the DISTRICT.

13. WITA shall, during the term of this Lease, at WITA sole cost and expense, take good care of, maintain and make all repairs (other than structural) in the Demised Premises and the fixtures and equipment therein and appurtenances thereto serving the Demised Premises only, including, but not limited to, internal doors and entrances, door checks, internal signs, floor covering, interior walls, covering of columns and partitions, lighting and supplemental air conditioning units, if any, servicing the Demised Premises. Nothing contained in this Section 13

shall require WITA to make any structural repairs in the Demised Premises or repairs to the Building equipment, including without limitation, the heating, and plumbing systems, unless such repairs are necessitated by reason of WITA negligent or willful acts or omissions.

14. The DISTRICT will be responsible for fire safety, asbestos, and all capital construction reporting, annual structural inspections, and other reports required by the State Education Department or other authorities. In addition, the District shall promptly make repairs to the Building to address any structural issues and otherwise maintain the Building and the Building systems in a condition commonly found in other schools in the District. The District shall maintain and repair all common areas of the facilities. Whenever possible and provided there is no additional cost to the District, the District will arrange to have all repairs, alteration or other work in the Demised Premises done during hours when school is not in session.

15. The water supply and sanitary waste system shall be used for ordinary lavatory purposes only. The reasonable costs to the DISTRICT for any unauthorized use of these services, including but not limited to the costs of water and water dispersion and cesspool testing and cleaning as a result of any unauthorized use, shall be borne by WITA as an item of additional rent. Notwithstanding the foregoing, the DISTRICT shall be responsible for the repair, replacement, or installation of pipes or other components of the sanitary water system that may be required due to age or changing regulatory requirements.

16. In the event that the Demised Premises is partially damaged by fire or other cause without the fault or negligence of WITA, with the result that it is only partially unacceptable or unusable for use under this agreement, the Lease shall continue in full force and effect. The DISTRICT shall immediately proceed to repair the damages and restore the Demised Premises to full use at the sole expense of the DISTRICT, and the rent payment shall abate in such proportions

based on a percentage of square footage as the area rented and usable for normal operation purposes bears to the area used for normal operation purposes prior to the casualty. The decision of whether or not a given area is usable for normal operation purposes shall be rendered by the District, except that such decision shall have a rational basis. To the extent other appropriate space is available for use in the Building, such space may be utilized by WITA until such time as the Demised Premises are restored to their full use. If the Demised Premises shall be totally damaged or the whole of the Demised Premises shall be rendered untenable by fire or other casualty, WITA may serve notice on the District of its intention to terminate this Lease and if within thirty (30) days thereafter, the District shall not have substantially completed the making of the required repairs and restored and rebuilt the Demised Premises to the level existing immediately prior to the fire or other casualty then, in such event, this Lease shall terminate on the expiration of such thirty (30) day period.

17. The DISTRICT's representatives shall have the right to enter into and upon the Demised Premises, or any part thereof, at all reasonable hours for the purpose of examining same or making such repairs or alterations therein as may be necessary under the requirements of this Lease; provided, however, that the DISTRICT gives the WITA administrator reasonable notice before entering, except in the case of emergency.

### **INSURANCE**

18. The DISTRICT shall pay for and provide all fire insurance policies insuring the Demised Premises against risks enumerated in "fire insurance" policies (i.e., "all risk," etc.). WITA may carry fire insurance policies to protect its interest insofar as fixtures and other contents are concerned. All such policies are to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against the DISTRICT or WITA in



connection with any loss or damage covered by any such policies. Except as provided in Paragraph 19, neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in standard extended coverage insurance, provided such insurance was obtainable at the time of such loss or damage. However, if such insurance policies cannot be obtained or are obtainable only by the payment of any additional premium charge above that charged by companies carrying such insurance without such waiver of subrogation, the party undertaking to carry such insurance shall notify the other party of such fact and such other party shall have a period of ten (10) days after the giving and/or receiving of such notice either to: (a) place such insurance in companies which are reasonably satisfactory to the other party and will carry such insurance with such waiver of subrogation; or (b) agree to pay the additional premium if such policy is obtainable at additional cost. If neither (a) nor (b) is done, this paragraph shall be null and void for so long as either such insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired shall refuse to pay the additional premium charge. If the release of either the DISTRICT or WITA, as set forth in this paragraph, shall contravene any law with respect to exculpatory agreements, the liability of the party in question shall be deemed not released but shall be deemed secondary to the latter's insurer.

19. WITA will not knowingly do anything in said Demised Premises, nor knowingly permit anyone else to do anything in said Demised Premises, which will in any way increase the rate of fire insurance without the approval of the DISTRICT.

20. At WITA's own cost and expense, it shall maintain in force at all times hereunder, public liability insurance policies with any standard company licensed to do business in the State of New York with the limitation of at least a combined single occurrence limit of \$3,000,000 for bodily injury and property damage and shall cause the DISTRICT to be named as additional

insured thereunder and shall furnish the DISTRICT with certificates of such insurance. At the DISTRICT's own cost and expense, it shall maintain in force at all times hereunder, public liability insurance policies with any standard company licensed to do business in the State of New York with the limitation of at least a combined single occurrence limit of \$3,000,000 for bodily injury and property damage and shall cause WITA to be named as additional insured thereunder and shall furnish WITA with certificates of such insurance.

WITA shall provide said certificates of insurance prior to any work being done at the school.

#### **INDEMNITY**

21. The DISTRICT shall be exempt and held harmless from any and all liability for any damage or injury occurring to person or property caused by or resulting from water, rain, ice, or snow, or from any damage or injury resulting or arising from any other cause, unless such damage or injury is caused by or is due to the gross negligence of the DISTRICT, its agents, employees or invitees.

#### **TERMINATION AND DEFAULT**

22. The DISTRICT shall not declare any default under this Lease or seek to terminate the Lease unless and until it shall have given WITA thirty (30) days written notice at its principal address to cure any alleged default and WITA has failed to cure the same within such thirty (30) day period. In the case of defaults not capable of being cured within a thirty (30) day period, WITA shall not be deemed in default if WITA commences to cure same with such thirty (30) day period and proceeds promptly and diligently to cure same. If WITA shall default under the lease and WITA shall fail to cure in accordance with this provision, then the District may give WITA ten (10) days' notice of intention to end the term of this lease, and thereupon as the expiration of said ten (10) days (if said condition shall continue to exist) the term under this lease shall expire

as fully and completely as if that day were the date herein fixed for the expiration of the term.

23. In the event WITA moves out or is dispossessed and fails to remove any fixtures or other property installed on the Demised Premises by WITA, the said fixtures and property shall be deemed abandoned by WITA and shall become the property of the DISTRICT, or at the DISTRICT's discretion, the DISTRICT may require WITA to remove such items or remove same and bill WITA for the DISTRICT's expenses in connection with such removal.

24. In the event this Lease is terminated due to WITA's default, WITA shall nevertheless remain liable for and shall pay the rent and additional rent which accrues subsequent to the reentry by the DISTRICT, and WITA expressly agrees to pay damages for the breach of the covenants herein contained, the difference between the rent and additional rent reserved and the rent and additional rent collected, if any, by the DISTRICT during the remainder of the unexpired term; such difference shall become due and payable in monthly payments during the unexpired term as the amounts of such difference shall from time to time be ascertained.

25. In the event WITA holds over or fails to vacate the Demised Premises at the expiration of the Lease, such holding over shall be deemed a month-to-month tenancy, which tenancy may be terminated pursuant to applicable law, and until WITA has vacated the premises WITA agrees to pay the DISTRICT for the monthly use and occupancy charges equal to the rent at the date of expiration, plus fifteen (15%) percent thereof.

26. WITA shall take good care of the Demised Premises and at the end or other expiration of the term, shall deliver same in good order and condition and free of debris, damages by the elements and normal wear and tear excepted. All claims for damages caused by WITA during the term of the Lease shall be made by the DISTRICT to WITA within sixty (60) days after WITA vacates the Demised Premises.

## **RE-ENTRY BY DISTRICT**

27. If WITA shall default in the payment of any fixed rent or any other sum or charge payable hereunder upon which the sum becomes due, or if this Lease shall expire as provided herein, the DISTRICT may immediately, or at any time thereafter, re-enter into or upon the premises, or any part thereof, in the name of the whole, either by summary dispossession proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any persons therefrom, to the end that DISTRICT may have, hold and enjoy the premises again as and of its first estate and interest therein. The word "re-enter," and all derivatives thereof used in this paragraph, shall not be restricted to their technical legal meanings.

## **ALTERATIONS**

28. All changes, alterations, additions, improvements, repairs or replacements to the Demised Premises and the fixtures and equipment thereof by WITA require the prior written approval of the DISTRICT. All such changes, alterations, additions, improvements, repairs or replacements shall remain the property of the DISTRICT at the termination of the Lease.

29. The DISTRICT reserves the right to make such changes, alterations, additions, improvements, repairs or replacements to the Demised Premises and the fixtures and equipment thereof; provided, however, that there be no unreasonable obstruction of the means of access to the premises or unreasonable interference with the use of the premises when possible and provided there is no additional cost to the DISTRICT, and if practical the DISTRICT will arrange to have all repairs, alteration or other work in the Demised Premises done during hours when school is not in session. Nothing contained herein shall relieve WITA of any duty, obligation or liability with respect to making any repair, replacement or improvement or complying with any law, order or

requirement or any governmental or other authority.

### **EMINENT DOMAIN**

31. If the whole or any part of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, the terms of the Lease shall cease and terminate from the date of title vesting in such proceeding and WITA shall have no claim against the DISTRICT for the value of any unexpired term of said Lease. No part of any award resulting from the aforementioned proceeding shall belong to and WITA.

### **ASSIGNMENT**

32. WITA may not assign, mortgage, pledge, encumber or otherwise transfer (voluntarily, involuntarily, by operation of law or otherwise) any of its rights or duties under this Lease or sublet the Demised Premises, or any portion thereof, without the DISTRICT's prior written consent.

### **ENVIRONMENTAL HAZARDS**

33. WITA shall not be responsible for pre-existing conditions of environmental contamination, if any, present at the Demised Premises, the Building or the grounds surrounding the Building. To the best of the DISTRICT's actual knowledge there are no conditions of environmental contamination present at the Demised Premises, the Building or the grounds surrounding the Building.

34. WITA shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the Demised Premises by its agents, employees, contractors or invitees without the prior written consent of DISTRICT. If the presence of Hazard Materials on the Demised Premises caused or permitted by WITA results in contamination of the Demised Premises or any other property, or if contamination of the Demised Premises or any other

property by Hazard Materials otherwise occurs for which DISTRICT is legally liable for damage resulting therefrom pursuant to this Lease, WITA, to the extent allowed by law, shall indemnify, defend and hold the DISTRICT harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Demised Premises, damages for the loss or restriction on use of rentable or unusable space or of any amenity or appurtenance of the Demised Premises, damages arising from any adverse impact of building space or land area, sums paid in settlement of claims, reasonable attorneys' fees, court costs, consultant fees and expert fees) that arise during or after the Term as a result of the contamination. This indemnification of the DISTRICT by WITA includes, without limitation, costs incurred in connection with the investigation of site conditions or any clean-up remedial work, removal or restoration work required by any Federal, State or local government agency because of Hazard Materials present in the soil of ground water on or under the Land. Without limiting the foregoing, if the presence of any Hazardous Materials on the (or any other property) caused or permitted by WITA results in any contamination of the Demised Premises, WITA shall promptly take all actions at the WITA's sole expense as are necessary to return the Demised Premises to the condition existing prior to the introduction of any such Hazardous Materials, provided that the DISTRICT's approval of such actions is first obtained.

35. For purposes of this Lease, the term, "Hazardous Materials" shall mean (i) any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) CERCLA, SARA, RCRA, or any other Environmental Law as now or at any time hereafter in effect; (ii) any other waste, substance or material that exhibits any of the characteristics enumerated in 40 C.F.R. §§261.20 through 261.24, inclusive, and those extremely hazardous substances listed under Section 902 of SARA that are present in threshold planning or reportable quantities as



defined under SARA and toxic or hazardous chemical substances that are present in quantities that exceed exposure standards as those terms are defined under Section 6 and 8 of OSHA and 29 C.F.R. Part 1910; (iii) any asbestos or asbestos containing substances whether or not the same are defined as hazardous, toxic, dangerous waste, a dangerous substance or dangerous material in any Environmental Law; (iv) "Red Label" flammable materials; (v) all Laboratory Waste and by-products; and (vi) all biohazardous materials "Environmental Laws" shall mean any and all Federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any Governmental Authority regulating, relating to or imposing liability or standards of conduct concerning environmental conditions at the Demised Premises, Building or Property as now or may at any time hereafter be in effect, including but not limited to and without limiting the generality of the foregoing, The Clean Water Act also known as the Federal Water Pollution Control Act, 88 U.S.C. §§1251 et seq., the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§186 et seq., the Safe Drinking Water Act, 42 U.S.C. §§300f et seq., the Surface Mining Control and Reclamation Act, §1201 et seq., 80 U.S.C. §1201 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601 et seq., the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), Public Law 99-499, 100 Stat. §1818, the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§1101 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 et seq., and the Occupational Safety and Health Act as amended ("OSHA"), 29 U.S.C. §655 and §657, together with any amendments thereto, regulations promulgated thereunder and all substitutions thereof;

## **MISCELLANEOUS**

36. WITA agrees to permit the DISTRICT to show the Demised Premises to persons wishing to rent or purchase the same on or after the sixth month preceding the expiration of the term of the Lease.

37. The failure of either the DISTRICT or WITA to insist upon a strict performance of any of the terms, conditions, and covenants herein, shall not be deemed a waiver of any rights or remedies that the DISTRICT or WITA may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

38. For the purpose of the Lease, "negligence" or "fault" on the part of WITA or the District shall include the negligent or wrongful acts of WITA' and the District's employees, representatives, agents, invitees and licensees.

39. This Lease constitutes the entire agreement and understanding between the parties with respect to the transactions contemplated by them and supersedes all prior discussions, agreements, representations, warranties and undertakings, written or oral, of any and every nature with respect thereto.

40. Any notice given pursuant to this Lease shall be in writing, and shall be sent by personal delivery, by certified mail, return receipt requested, or by Federal Express or other recognized overnight courier, at the parties' addresses above-stated, and shall indicate: "Attention: Business Office."

## **BROKER**

41. WITA states, with respect to the terms, conditions and provisions of this Lease as set forth herein, that no real estate broker, agent or finder brought about the terms and conditions

of this Lease and that no third-party has any rightful claim to a finder's fee, commission or other payment as a result of this Lease.

### HEADINGS

42. The descriptive headings of the sections of this Lease are for convenience only and do not constitute a part of the Lease.

### GOVERNING LAW

43. The Lease shall be governed in all respects by the laws of the State of New York applicable to leases made and to be performed wholly therein.

**IT IS UNDERSTOOD AND AGREED** that the covenants contained in this Lease shall be binding upon the parties hereto and upon their respective successors.

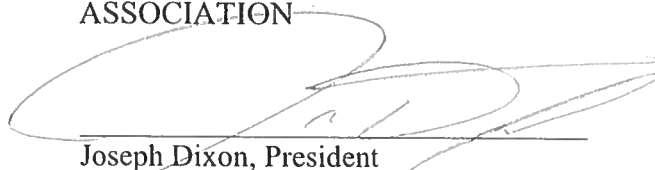
**IN WITNESS WHEREOF**, the parties have caused this instrument to be signed and executed by their fully appointed officers.

BOARD OF EDUCATION WEST ISLIP  
UNION FREE SCHOOL DISTRICT

\_\_\_\_\_  
Anthony Tussie, President

\_\_\_\_\_  
Date

WEST ISLIP TEACHERS  
ASSOCIATION

  
\_\_\_\_\_  
Joseph Dixon, President

  
\_\_\_\_\_  
Date

DONATION:

WHEREAS, the West Islip Union Free School District is in receipt of a 2014 Hexagon Coordinate Measurement Machine valued at approximately \$24,900 from Ray Pawloski, which has been donated to the Engineering Technology students of West Islip High School.

# WEST ISLIP UFSD

## FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: RAY PAWLOSKI

DONOR ADDRESS: 520 Marseille Path, Sayville, NY 11782

DONATION: ☐ Cash or Check ☒ Goods ☐ Service

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

2014 Hexagon 4.5.4 SF Coordinate Measurement Machine

Approximate used value \$24,900

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

☐ General Fund ☐ Extracurricular Fund ☐ Trust & Agency Budget Code \_\_\_\_\_

Anticipated Date of Delivery to the School

4/23/2025

Any related installation costs? ☐ Yes ☒ No Estimated Annual Cost 0.00  
*If "Yes" please attach approval from Assistant Superintendent for Business.*

Any expected maintenance costs? ☐ Yes ☒ No Estimated Annual Cost 0.00

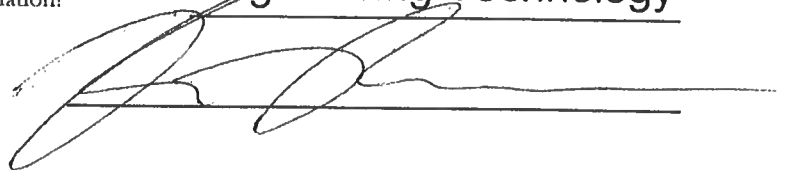
Purpose of the donation?

Precision Machining Classes

Which building/department will benefit from the donation?

Engineering Technology

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.*

DONATION:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$5,100 from West Islip Soccer Club, to cover the cost of two AED devices and the installation of AED cabinets at the West Islip High School turf and the Barberry turf to serve both soccer club athletes and student athletes of West Islip Union Free School District.

RESOLUTION: INCREASE 2024-2025 BUDGET

BE IT RESOLVED, that the Board of Education hereby authorize the appropriation budget for the 2024-2025 school year to be increased to \$138,769,157.00, an increase of the \$5,100 donation from West Islip Soccer Club for the West Islip Union Free School District.



# WEST ISLIP UFSD

## FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: West Islip Soccer Club

DONOR ADDRESS: P.O. Box 5 West Islip, NY 11795

DONATION: ☒ Cash or Check ☐ Goods ☐ Service

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

Check #3800567389 \$5,100

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

☒ General Fund ☐ Extracurricular Fund ☐ Trust & Agency Budget Code A2705

Anticipated Date of Delivery to the School

4/1/2025

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 \_\_\_\_\_

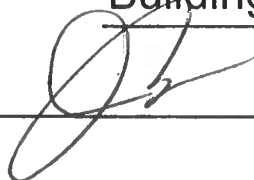
Purpose of the donation?

Installed AED Cabinets-Devices for Soccer Club

Which building/department will benefit from the donation?

Buildings & Grounds

Principal's/Administrator's Signature & Date

 4/1/25

*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.*

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INTEROFFICE MEMORANDUM

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**TO:** DR. PAUL ROMANELLI  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** FIRE ALARM REPLACEMENTS AT BEACH ST. MS AND PAUL J. BELLEW ES

**DATE:** 4/7/2025

**CC:** E. PELLATI, J. BOSSE

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A request for sealed bids for Fire Alarm System Replacements at Beach Street Middles School and Paul J. Bellew Ekementary School was advertised in Newsday and the West Islip Bulletin on Thursday, March 13, 2025. This bid was also advertised on the West Islip web site.

A total of nine (9) bids were picked up by prospective bidders. A total of six (6) were returned. These six (6) bids were opened on Tuesday, April 1, 2025.

**Base Bid EC-3 – Electrical Construction Beach St. MS and Paul J. Bellew ES** – A total of Six (6) bids were returned.

**RECOMMENDATION:**

Based on low bid meeting specifications that **Base Bid No. EC-3 – Electrical Construction Beach St. MS and Paul J. Bellew ES** be awarded to:

**Roland's Electric, Inc.**  
**307 Suburban Avenue**  
**Deer Park, NY 11729**

In the following amount:

1. Base Bid No. EC-3 – FA Systems (Beach St. MS & PJ Bellew ES)	\$829,075.00
Alternate No. 1 to Base Bid EC-3: Heats/Smokes in Classrooms	<u>\$34,800.00</u>
Total Bid Award	<b>\$863,875.00</b>

RESOLUTION

**2025-2026 BOCES BUDGET VOTE AND ELECTION**

*Recommend that the Board of Education approve the following resolution:*

RESOLVED, that the Board of Education of the West Islip UFSD will vote to approve the 2025-2026 Administrative Budget of the Eastern Suffolk Board of Cooperative Educational Services for 2025-2026.

BE IT FURTHER RESOLVED, that the Board of Education will support five candidates who are running for five (5) vacant seats on the Eastern Suffolk BOCES Board.

**OFFICIAL BALLOT**

**ESBOCES BOARD ELECTION  
WEDNESDAY, APRIL 23, 2025**

Listed below are the five (5) candidates who are running for the five (5) vacant seats on the Eastern Suffolk BOCES Board.

Please place an "X" next to the name of each candidate for whom a vote has been cast.

\_\_\_\_\_ Linda Goldsmith  
(Oysterponds UFSD)

\_\_\_\_\_ William Hsiang  
(Riverhead CSD)

\_\_\_\_\_ Lisa Israel  
(Greenport UFSD)

\_\_\_\_\_ Kelli Anne Jennings  
(Patchogue-Medford UFSD)

\_\_\_\_\_ John Wyche  
(Bridgehampton UFSD)

School District: \_\_\_\_\_

**Note:** Please be sure the attached certification form has been signed by the Board Clerk or an authorized official. Place ballot and certification form in red envelope.

**OFFICIAL BALLOT**

**ESBOCES ADMINISTRATIVE BUDGET VOTE  
WEDNESDAY, APRIL 23, 2025**

**Please place an "X" to indicate the Board of Education's vote on the ESBOCES 2025-26 Administrative Budget.**

\_\_\_\_\_ **Resolution passed to approve the ESBOCES 2025-26 Administrative Budget**

\_\_\_\_\_ **Resolution passed not to approve the ESBOCES 2025-26 Administrative Budget**

**School District:** \_\_\_\_\_

**Note: Please be sure the attached certification form has been signed by the Board Clerk or an authorized official. Place ballot and certification form in red envelope.**

Approval of Resolution re: Adoption of the 2025-26 School District Budget of \$141,439,000.

**RESOLUTION**

WHEREAS, the West Islip Union Free School District Board of Education is required to present a budget to the voters for the 2025-26 School Year; now, therefore, be it

RESOLVED, that the Proposed Budget for the 2025-26 School Year be adopted for a total of \$141,439,000; and be it further

RESOLVED, that the 2025-2026 Property Tax Report Card is approved to be transmitted to the New York State Department of Education as so required.



**WI**  
**West Islip Union Free School District**  
**The Michael & Christine Freyer Administration Building**  
**100 Sherman Avenue – West Islip, New York 11795**  
**Telephone: 631-930-1507 - FAX (631) 893-3212**

**AGENDA ITEM XII. C)**  
**PRESIDENT'S REPORT**  
**RM 4/23/2025**

Elizabeth Davis  
District Clerk

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**MEMORANDUM**

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TO: Trustees, Board of Education  
FROM: Beth Davis, District Clerk  
DATE: April 9, 2025  
RE: Personnel for May 20, 2025 School Budget Vote

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Chief Inspector (\$16.50/hour):

Anne Kuhlwilm

Machine Inspectors (\$16.50/hour):

Lana Lundeen, Patricia Ogilvie, Robin Forster, Nancy  
Regan

Registrars (\$16.50/hour):

Anthony DeGregorio, Rosemary Dowling,  
Anne Ingrassia, Rhonda Rauch, Dotty JKuskowski

RESOLUTION OF BOARD OF EDUCATION

WHEREAS, four (4) BOCES (Onondaga-Cortland-Madison BOCES, Albany-Schoharie-Schenectady-Saratoga BOCES, Madison-Oneida BOCES and Broome-Tioga BOCES) have collaborated and entered into an Article 5 General Municipal Law intermunicipal arrangement for the purpose of improving vendor management and data security and privacy practices for school districts and/or BOCES statewide known as the RIC ONE Risk Operations Center (the "ROC");

"WHEREAS, the Board of Education of the \_\_\_\_\_, through its affiliation with a locally based Regional Information Center, participates with the ROC and desires, for the 2024-2025 fiscal year, to authorize the ROC to enter into Data Privacy Agreements and related exhibits (DPAs) with vendors and third-party contractors that include the requirements of, and compliance with, New York State Education Law Section 2-d and Part 121 Regulations (collectively, "Ed Law 2d") related to student personally identifiable information (PII) and certain Teacher and Principal APPR data;"

WHEREAS, the ROC also partners with NYSED, the Access4Learning Student Data Privacy Consortium (SDPC) and The Education Cooperative (TEC), to negotiate and approve Ed Law 2-d compliant DPAs;

WHEREAS, the DPAs are presented to school districts and/or BOCES for final execution and do not require the expenditure of funds beyond those budgeted; and

BE IT RESOLVED, Board of Education of the \_\_\_\_\_ authorizes the attorneys designated by the ROC to negotiate and approve of DPAs for software and/or technology resources; and,

BE IT FURTHER RESOLVED, the \_\_\_\_\_ Board of Education grants the ROC and its designated attorneys the authority to negotiate the terms and conditions of DPAs and take such actions so as to effectuate the purposes and intent of this resolution.

CERTIFICATION

It is hereby certified that the above motion was approved by the  
\_\_\_\_\_ Board of Education at its meeting, duly noticed, held on  
\_\_\_\_\_.

Dated \_\_\_\_\_, 2024

\_\_\_\_\_  
Board Clerk

Dear Dr. Patrick Kiley-Rendon,

Recently, the Chief Privacy Officer of the New York State Education Department ("NYSED"), sought to make New York Education Law 2-d contracting and negotiating easier for our school districts. As a result, an intermunicipal collaborative was created to improve vendor management, data security, and data privacy practices for school districts and BOCES statewide. This collaborative is known as the RIC One Risk Operations Center (the "ROC").

The attached resolution is provided so that your district may authorize the ROC to negotiate Data Privacy Agreements (DPAs) with vendors and third-party contractors on behalf of your school district. In order for your district to participate with the ROC, this resolution must be presented to, and approved by, your Board of Education. This process is similar to the annual resolution BOCES approve to participate in the Erie 1 NYS Instructional Technology Contract Consortium.

Once your district approves the resolution, and the ROC finalizes a DPA with a vendor, the district will be able to use the DPA as a part of a master service agreement. Currently, there are data privacy agreements associated with almost 900 products. Before executing a specific DPA, between your district and a vendor, your agency will have the opportunity to download and review the standardized DPA language specific to that agreement. Although, at this point, these DPAs cannot be modified or adjusted, districts always have the opportunity to review each DPA with their legal counsel before signing and moving forward with each vendor.

By participating with the ROC, your district can benefit from the following:

- **Enhanced data privacy protection:** One of the ROC's purposes is to ensure the DPAs it negotiates are compliant with New York State Education Law Section 2-d and Part 121 Regulations, safeguarding student personally identifiable information (PII) and certain Teacher and Principal APPR data.
- **Reduced administrative burden:** The ROC, through its legal network and attorneys, will handle the negotiation and approval of DPAs, saving your district time and resources.
- **Access to expert guidance:** The ROC partners with NYSED, the Access4Learning Student Data Privacy Consortium (SDPC), and The Education Cooperative (TEC) to provide expert advice and support on data privacy matters.

We believe that this resolution is a valuable step towards protecting your students' privacy and ensuring the security of your district's data. Should you have additional questions regarding the ROC or this resolution, please contact your local Regional Information Center.

Please return a signed copy of this document to [dpstraining@esboces.org](mailto:dpstraining@esboces.org)

Thank you for your time and consideration.

Sincerely,  
Janet Mahon

**WI**  
**West Islip Public Schools**

*Revised 4/23/2025*

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**2024-2025**  
**CHIEF SCHOOL PHYSICIANS and SCHOOL PHYSICIANS**  
**Revised**

L. Atkinson, RPA  
373 Sunrise Highway  
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Stony Brook University  
Stony Brook, NY 11794  
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FAX 631-865-4052

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**\*Added 4/23/2025**

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Dr. Phil Scrank  
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Amna Sher, MD  
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Dr. Ira Woletsky (Pediatrician)  
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Emergency Medical Technicians  
Coverage for Athletic Events

Robert Mallimo  
Richard Naeder  
Dean Timmons  
Kristine Ostrem  
Robert Mallimo Jr.  
Matthew Mallimo