

# AGENDA



## PLANNING SESSION OF THE BOARD OF EDUCATION

October 17, 2023

Beach Street Middle School  
17 Beach Street  
7:30 p.m.

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

**A G E N D A**  
**PLANNING SESSION OF THE BOARD OF EDUCATION**  
**October 17, 2023**

*Beach Street Media Center*

*West Islip, New York*

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- I. CALL TO ORDER
- II. QUORUM COUNT
- III. MINUTES: A motion is needed to approve the minutes of the October 5, 2023 Regular Meeting.
- IV. ANNOUNCEMENTS
- V. DISCUSSION
- VI. PERSONNEL
- VII. APPROVAL
  - A. Contracts
    - 1. AllShifts Consultant Services Contract ~ October 18, 2023 - June 30, 2024
  - B. Approval of Stipulation of Settlement and Release – student A
  - C. Approval of resolution re: State Environmental Quality Review Act ~ SEQRA Resolution ~ Kitchen renovations at West Islip High School, Beach Street Middle School and Udall Road Middle School
  - D. Approval of resolution re: State Environmental Quality Review Act ~ SEQRA Resolution ~ Expansion of the existing pool at West Islip High School
  - E. Be it resolved, that the Board of Education of the West Islip Union Free School District acknowledges receipt of the Independent Auditors' Report for the year ended June 30, 2023 from R.S. Abrams & Co., LLP
  - F. Recommend the Board of Education of the West Islip School District approve the Corrective Action Plan in response to the Independent Auditors' Report for the year ended June 30, 2023 submitted by the Assistant Superintendent for Business and Operations
  - G. Surplus Items:
    - 1. Books, Professional Collection – Oquenock Elementary
- VIII. EXECUTIVE SESSION: *The Board will adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will reconvene/act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.*
- IX. CLOSING – Adjournment

**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**October 5, 2023 – Beach Street Middle School**

AGENDA ITEM III.  
MINUTES  
SM 10/17/2023

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

**ABSENT:** None

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

**ABSENT:** None

**ATTORNEY:** Mr. Volz

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

**ANNOUNCEMENTS:**

**Student Representative Report**

High School students Taylor Riley and Ashlyn Murphy spoke about the start of the school year and how students had a clean transition back to school. Students are participating in clubs, they are wearing shirts in support of Breast Cancer month, there are fundraisers for sports and students along with the community are coming together and participating in community events.

Weighted averages were also discussed and Taylor and Ashlyn would like students who take harder classes to be recognized. Mr. Tussie agreed and Mrs. Morrison advised that a meeting would take place in two weeks regarding this and there would be a follow up before the start of the New Year.

**RECOGNITION**

School Board Recognition Week ~ West Islip Board of Education

Dr. Romanelli, Mrs. Pellati, Mrs. Morrison and Mr. Cameron all recognized the Board members for all their efforts on behalf of the students and the district. Dr. Romanelli spoke about how the Board of Education has a crucial role in education, policies, they represent the values of the community, manage budget, advocate for needs, hire the Superintendent and set long-term goals for the district.

All the Board members reported of their visits to each of the school buildings and how they were very impressed by the students, staff and all the wonderful things going on in each school. The students were all engaged in what they were doing, were happy, and had great energy.

**APPROVAL OF MINUTES:**

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the minutes of the September 19, 2023 Planning Session.

**PERSONNEL**

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve **TEACHING ASSISTANT: PROBATIONARY APPOINTMENT:**  
\*Patricia DiMino, Special Education, effective October 2, 2023 to October 1, 2027 (High School; Step 4; replacing Kayleigh O'Connor {resigned}).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: Lisa MacInness, Health Office Aide, effective October 3, 2023 (Beach Street; Step 3; change from Special Education Aide; replacing Megan Pardue {resigned}).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: Amanda Neilson, Special Education Aide, effective October 2, 2023 (Oquenock; Step 2; change from Cafeteria Aide/Bus Attendant; replacing Lisa MacInness {reassigned}).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: Sarah Tammone, Special Education Aide, effective September 27, 2023 (Oquenock; Step 3; change from Cafeteria Aide {new position}).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN STATUS: Linda Moore, Senior Account Clerk, Confidential effective October 1, 2023 (District Office; \$85,000/annually).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CL-3, CL-4, CL-5 and Other as follows:

**CL-3**

**PROBATIONARY APPOINTMENT**

\*Kimberly Amoia, Senior Office Assistant  
Effective October 25, 2023  
(High School; Step 1; replacing Lisa Baynon {reassigned})

\*Mary Apap, Cafeteria Aide  
Effective October 5, 2023  
(Oquenock; Step 1; replacing Lori Grimaldi {reassigned})

Nicole Jones, Special Education Aide  
Effective October 2, 2023  
(Paul J. Bellew; Step 1; new position)

Michelle Lecchi, Cafeteria Aide  
Effective September 26, 2023  
(Oquenock; Step 1; replacing Janine Allegretto {reassigned})

Sharon Stoehrer, Cafeteria Aide  
Effective September 28, 2023  
(Paul J. Bellew; Step 1; replacing Barbara Tricoukes {reassigned})

*\*Conditional pending fingerprinting clearance*

**CL-4**

**RESIGNATION**

Patricia DiMino, Special Education Aide  
Effective October 2, 2023  
(Paul J. Bellew)

**CL-4** Justine Gonzales, Part-Time Food Service Worker  
Effective September 18, 2023  
(Manetuck)

Pasquale Romeo, Head Custodian  
Effective October 3, 2023  
(Bayview)

**CL-5** **SUBSTITUTE ASSISTANT COOK**

Melissa Belle (\$19.23/hr.)  
Effective October 6, 2023

Robin Pierce (\$18.38/hr.)  
Effective October 6, 2023

**OTHER**

**ALTERNATIVE SCHOOL INSTRUCTORS 2023-2024 (AMENDED)**

Brian Cameron, Physical Education .50 section/full year  
(change in number of sections from 1 to .50)

Joseph Nicolosi, Physical Education .50 section/full year  
(change in number of sections from 1 to .50)

**ALTERNATIVE SCHOOL INSTRUCTORS 2023-2024**

Christina Bivona, Substitute

**PREFERRED SUBSTITUTE**

Meridith Smith  
Effective October 6, 2023  
(High School; \$175.27/day; replacing Savannah Rinne {resigned})

**CLUBS/ADVISORS 2023-2024**

**BEACH STREET MIDDLE SCHOOL**

Art Club Grade 6, Jill Culver  
Art Club Grades 7 & 8, Jill Culver  
Chess Club, Christopher Scharf  
Costume Director, Justin DeMaio and Shane O'Neill (shared)  
Design/Makerspace Club, Andrea Miller  
Diversity and Acceptance Club, Carly Aponte

Drama Director, Justin DeMaio and Shane O'Neill  
Helping Hands, Kathleen Albretsen  
Homework Club Grade 6, Theresa Robertson  
Improv Club, Jesse Fawess  
Junior Chef Club, Alessia Tocco  
Knitting Club, Robyn Southard  
Laughs & Crafts Club (DIY Club), Monica Elgut and Jaquelyn Vaysman (shared)  
Mathletes Grade 7, Christopher Salerno  
Mathletes Grade 8, Jeannine Conaghan  
Mushu Fan Club, Lisa Cosgrove  
Musical Director, Justin DeMaio  
National Junior Honor Society, Theresa Robertson  
Newspaper, Danielle Rufrano  
Peer Tutoring Grade 7, Christopher Scharf  
Peer Tutoring Grade 8, Siobhan Kelly  
Photography, Wendy Loddigs and Robyn Southard (shared)  
School Store, John Lavery  
Science Olympiad Grade 6, Andrea Miller  
Science Olympiad Grade 7 & 8, Ashley Pope  
Set Director, Shane O'Neill  
SMILE, Christopher Salerno and Marissa Villani (shared)  
Spirit Club, Theresa Robertson  
Strategic Games & Activities Club, John Kennedy  
Student Council, Lisa Cosgrove and Tara Probert  
Swift Fan Club, Jaquelyn Vaysman and Marissa Villani (shared)  
Technology Club, Ashley Pope  
Video Production Club, Lisa Cosgrove  
Yearbook, Theresa Robertson

#### BAYVIEW ELEMENTARY SCHOOL

Art Club, Sophia Stokkeland  
Character Ed Club, Danielle Sugumele and Kelly Minicozzi (shared)  
Drama Club, Justin DeMaio  
Game Club, Ashley Caputo  
Math Club, Scott Key  
Ukulele Club, Victoria Kavitt

#### HIGH SCHOOL

Academic Decathlon, Brainstormers, Kevin Murphy  
Academic Decathlon, Jr. Brainstormers, Noreen Matthews  
Art Club, Linda Marino  
Audio-Visual Club Director, Ronald Weber  
Band Music, David Kaufman  
BNL Stem Coders, Mary Kroll  
Chamber Singers, Melissa Senatore  
Chess Club, Christine Maniscalco  
Coordinator, One Act Plays, Elaine Longo  
Costume Director, All Productions, Elaine Longo

Creativity Action Service, Edward Jablonski and Virginia Scudder (shared)  
Director Flag Team, Victoria Kavitt  
Director Musical Play, Ryan Jensen  
Director Senior Play, Melissa Senatore  
Distributive Education Club of America, Diana Saadat  
Drama Coordinator, James Kraus  
Environmental Club, Brian Haldenwang  
Extra-Curricular Treasurer, Kelly Sepe  
Freshman Class Advisor, Kaya Konopa and Grixon Moreira  
Future Business Leaders Club, Monica Krawczyk and Meghan Linderman (shared)  
Gay-Straight Alliance, John Koroneos  
Junior Class Advisor, Noreen Matthews and John Koroneos  
Literary Magazine, David Gershfeld  
Mathletes Sr. High, Danielle Davis and Nancy Yost  
Mathletes Jr. High, Craig Michel  
Mindfulness Club, Meghan Schou  
Mock Trial, Edward Jablonski  
Music Director, Musical Production, Melissa Sentaore  
National Art Honor Society, Richard Santeramo  
National English Honor Society, Erika Nolan  
National Honor Society, Dina Barone and Beth Crimi (shared)  
National Math Honor Society, Tara Annunziata and Alissa Nanda (shared)  
National Science Honor Society, Kathleen Scrivani  
Natural Helpers Club, Brandon Cohen  
Newspaper, Heather Enright and Christine Maniscalco (shared)  
Photographer: Newspaper/Yearbook, Heather Enright and Christine Maniscalco (shared)  
Pit Director, Musical, David Kaufman  
Power Lift Club, Michael Fusaro  
P.S. I Love You Club, Edward Jablonski and David Moglia (shared)  
Robotics, Andrew Baranec and Daniel Varney  
S.A.D.D., Alexandra Ragin  
School Store, Diana Saadat  
Science Olympiad, Jessica Alvarez and Linda Tong (shared)  
Senior Class Advisor, Tara Annunziata and Alissa Nanda  
Sets Director (All Productions), Michael Taranto  
Sophomore Class Advisor, Dara DePouli and Alexandra Ragin  
Student Senate, Edward Jablonski and David Moglia  
Students with HEARTT Club, Virginia Scudder  
Tri-M Music Honor Society, Ryan Jensen  
World Language Honor Society, Brittany DiLuciano and Anna Domingo (shared)  
Yearbook, Dawn DiVisconti and Christine Maniscalco (shared)

#### UDALL ROAD MIDDLE SCHOOL

Activities Grade 6, Kristine Hagens  
Activities Grade 7 & 8, Thomas Loudon  
Art Club, Gregory Ziems  
Backyard Games, Brian Cameron

Be Yourself Club, Dawn Morgan  
Beautification Club, Suzanne O'Connor  
Chess and Game Club, Thomas Loudon  
Costume Design Director, Shane O'Neill  
Current Events, Deborah Pulitano  
Drama Director, Justin DeMaio and Shane O'Neill  
Health Club, Tricia Mileti  
Homework Club Grade 6, Amy Harvey  
International Club, Kristina Rocco  
Mathletes Grade 7 & 8, Alyssa O'Connor  
Musical Director, Justin DeMaio  
National Junior Honor Society, Danielle Dischley  
Peer Tutoring, Dawn Morgan  
School Store, Denise LaMattina  
Science Olympiads Grade 6, 7 & 8, Kristine Hagens  
Set Design, Justin DeMaio and Shane O'Neill (shared)  
STEAM Club, Nicole Costa  
Student Council Grade 6, Thomas Loudon  
Student Council Grade 7 & 8, Kristine Hagens  
Study Skills 7 & 8, Janet Renganeschi  
Yearbook, Amy Harvey  
Yearbook/Newspaper Photographer, Michael Taranto  
Yoga Club, Kristen Finnegan

#### **EARLY WINTER 2023-2024 MIDDLE SCHOOL COACHES**

##### **GIRLS VOLLEYBALL**

Tara Annunziata, 7-8 Udall Coach  
Kaitlin Palmieri, 7-8 Beach Coach

##### **BOYS BASKETBALL**

Christopher Salerno, 7-8 Udall Coach  
Jake Rossi, 7-8 Beach Coach

##### **CHEERLEADING**

Marissa McAllister, 7-8 Udall Coach  
Marissa McCandless, 7-8 Beach Coach

#### **WINTER 2023-2024 HIGH SCHOOL COACHES**

##### **GIRLS BASKETBALL**

Christopher Scharf, Varsity Coach  
Kristen Doherty, Assistant Varsity Coach  
Erin Meade, J.V. Coach

##### **BOYS BASKETBALL**

Thomas Cross, Varsity Coach  
Richard Zeitler, Assistant Varsity Coach  
John T. Denninger, J.V. Coach



**WRESTLING**

Nicholas LaGiglia, Varsity Coach  
John Ferrara, Assistant Varsity Coach  
Paul Vasaturo, J.V. Coach  
Robert Ulrich, Varsity and J.V. Volunteer Coach  
Peter Gonzalez, Varsity and J.V. Volunteer Coach

**BOYS SWIMMING**

Thomas Loudon, Varsity Coach  
Edward Jablonski, Assistant Varsity Coach

**BOYS BOWLING**

Frank Rapczyk, Varsity Coach

**GIRLS BOWLING**

Frank Franzone, Varsity Coach

**BOYS WINTER TRACK**

Vincent Melia, Varsity Coach  
Matthew Sullivan, Assistant Varsity Coach

**GIRLS WINTER TRACK**

Michelle Studley, Varsity Coach  
Gregory Zicms, Assistant Varsity Coach

**KICKLINE**

Jessica Cichy, Varsity Coach

**CHEERLEADING**

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

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve OTHER: INSTRUCTIONAL SWIM, FAMILY SWIM PROGRAM & SWIM TEAMS 2023-2024: Lifeguards (\$16 per hour): Andrew Cooper, Kyle Held, Ruth Higgins, Julia Jordan, Emilia Miranda, Connor O'Brien and all remaining lifeguards will also receive \$16 per hour.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve the new rate of \$16.00 per hour for all lifeguards.

**CURRICULUM REPORT**

Mrs. Morrison advised that three high school students received Commendation in the 2024 National Merit Scholarship Program based on their 2022 SAT results and congratulated Camryn Byrnes, Jake Guttman and Julia Kennedy for this outstanding accomplishment. Senior IB students recently performed their Theory of

Knowledge Exhibitions for their 11<sup>th</sup> grade counterparts, the high school Vietnam classes will be attending The Wall That Heals exhibit at the mobile education center at Tanner Park, and elementary school buildings are once again partnering with the high school Early Childhood Program.

Mrs. Morrison advised that West Islip's Vocal Motion performed at the West Islip Breast Cancer Coalitions Pink Flag Ceremony in recognition of Breast Cancer Awareness Month. High School counselors are in the midst of meeting with 12<sup>th</sup> grade students regarding the college application process and school counselors recently started pushing into K-5 classrooms providing literacy and Health Smart SEL learning experiences.

Mrs. Morrison also advised that Passport for Good, the technology platform utilized to track information on the new civic engagement requirements for graduation will be fully live and operational next week. District committees are up and running. The K-12 Curriculum Council met to outline the district's instructional focuses for the school year; the Professional Development committee is planning for Superintendent Conference Day on November 7, 2023; the Cell Phone committee met to discuss the positive and negative impact that cell phones have on student learning and mental health; and the Profile of a Graduate Committee will meet in two weeks. Mrs. Morrison announced that October is Dyslexia Awareness Month and all students and staff are encouraged to wear red to school on 10/6/23. Families celebrating Dyslexia Awareness Month are encouraged to send pictures to Maureen O'Connor in the District office for posting to the district website.

The next Code of Conduct Parent Academy is scheduled for Thursday, 10/19/2023 at 7:00 p.m. at Beach Street Middle School.

#### REPORT OF COMMITTEES:

Education Committee: Richard Antonello reported on the meeting held 10/3/2023. Items reviewed included an overview of secondary testing data for June 2023. All students are performing at or above average. All data is on the district website.

Finance Committee: Grace Kelly reported on the meeting held 10/3/2023. Items reviewed included the June treasurer's report; June and July extra-curricular reports; July payroll summary; June financial statements; August & September claims audit report, August & September system manager audit trail, payroll certifications and budget transfers. Mrs. Pellati advised that R.S. Abrams, the external auditors, will be at the Audit Committee Meeting on October 17 at 6:30 p.m. to review the 2022-2023 financial statements and year-end results. The District Reserve Plan has been updated for the 2022-2023 school year and will be posted on the District website on October 6. The plan goes over each of the District's reserves, the funding levels and actual balances as of June 30, 2023. The district spent over 99% of the 2022-23 expenditure budget. The remaining fund balance at year-end of approximately \$460 thousand will be allocated to the Capital Reserve.

Buildings & Grounds: Peter McCann reported on the meeting held 10/3/23. Mr. McCann spoke about the start of the school year and thanked Mr. Bosse and the custodial staff for all their work getting the schools ready. Other items reviewed included air conditioning 95% complete; Paul J. Bellew parking lot complete; windows arriving this week; Beach Street rotunda still being worked on; pool reconstruction project will require a vote and a public forum will be held; older bonds will be sunseting and the district can start a new bond for the pool as the old one ends; a potential group from BOCES is interested in leasing Masera, an equipment verification process is in the works and there is nothing to announce yet.

Special Education Committee: Debbie Brown reported on the meeting held 10/4/23. The committee discussed CSE and CPSE meetings, updates to IEPs and student placements. Udall special education students are working to capture elements of profile of a graduate, resource room students are learning about individual

strengths and weaknesses and the ICT program students are engaged in a cooperative of learning experiences. Mrs. Brown encouraged becoming a SEPTA member and supporting all the PTAs. The SEPTA Midnight Bowl will take place on April 13, 2024. Special Education information regarding CPSE and CSE are on the district website. October is Dyslexia Awareness month.

Safety & Security Committee: Christina Marks reported on the meeting held 9/19/23. Items reviewed included technology updates on blue light cameras; new security guard added at Udall; after hours security; classroom window coverings; and I.D. cards.

Health & Wellness Alliance: Grace Kelly reported on the meeting held on 9/19/23. Items reviewed included an overview of previous Health & Wellness initiatives, financial report and the 2023 Halloween Hustle that will take place on 10/15/23 at 10:00 a.m. at the WIHS. Other items discussed were 2023-2024 initiatives and a focus on mental health, Islip Goes Purple, Wellness policy, free breakfast program, 2023-2024 health and wellness senior scholarships, Breast Cancer Awareness Day on Friday 10/20/2023, Newsletter, Healing Strides Walk Saturday, 9/23/23, at 10:00 a.m. at East Islip Marina, Effective School Solutions and Vaping. The next meeting will take place on Tuesday, 10/10/2023, at 9:30 a.m. in the cafeteria at Paul J. Bellew Elementary School.

#### FINANCIAL MATTERS:

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve 2023-2024 General Fund budget transfer 4323-4326 and Capital Fund budget transfers 4322-4328.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve 2023-2024 Consultant Services Contract: Donna Geffner, Ph.D., CCC-SP/A.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Surplus Items: Math textbooks – Beach Street Middle School.

#### PRESIDENT'S REPORT

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve resolution re: Board of Education authorizing funding for the fiscal year ended June 30, 2023 from Unassigned Fund Balance as follows: To the Capital Reserve – an amount not to exceed \$500,000.

#### Resolution

*Be it resolved, that the Board of Education of the West Islip Union Free School District hereby authorizes funding for the fiscal year ended June 30, 2023 from Unassigned Fund Balance as follows: To the Capital Reserve – an amount not to exceed \$500,000.*

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve resolution re: Board of Education of the West Islip Union Free School District adopts the 2022-2023 Reserve Plan.

Resolution

*Be it resolved, that the Board of Education of the West Islip Union Free School District hereby adopts the 2022-2023 Reserve Plan.*

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve – Suffolk County School Bus Safety – Memorandum of Agreement Amendment.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve resolution re: the Board of Education approves the recommendations of the Special Education Committee of students as listed in the District's backup and authorizes the District to arrange for appropriate services.

Resolution

*Be it resolved, that the Board of Education of the West Islip UFSD 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.*

Peter McCann advised that the West Islip Union Free School District Reserve Plan will be posted to the district website and there is specific information for each fund.

SUPERINTENDENT'S REPORT:

Dr. Romanelli shared the many things going on in and outside the district. Visitors Senator Alexis Weik and Bob Vecchio, executive director of Nassau Suffolk School Boards Association, toured the West Islip High School. They saw students in their career programs, visited the auto body shop, the robotics and machine shop, the planetarium, and saw the Profile of a High School Graduate.

Representatives from Good Samaritan Hospital also visited the high school recently and the district is talking about a partnership for students exploring the field of healthcare. The representatives visited the science research program and all the applications that go on in a research hospital. They saw the mechanical arm used in the district's STEM program and spoke about internships in the Cancer Institute and students in science research were very interested. There was an anesthesiology presentation and many students are interested and the district may have an anesthesiologist come in and speak with the students.

Dr. Romanelli also spoke about the LLASCD Administrative Conference he attended and how very proud he was of all the West Islip presentations. West Islip had the most presenters at this conference, which were very well attended. Mr. Tussie also attended the conference and spoke about how there was standing room only at the presentation by Dr. Romanelli.

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

Luann Dunne - Mrs. Dunne spoke about a personnel matter and expressed her displeasure with the way a particular situation was addressed. Dr. Romanelli was not in agreement with her claim and expressed concern regarding the venue in which the matter was being shared.

Motion was made by Peter McCann seconded by Richard Antonello and carried when all Board members present voted in favor to adjourn to Executive Session at 8:45 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:40 p.m. on motion by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor.

Motion was made by Peter McCann seconded by Richard Antonello and carried when all Board members present voted in favor to approve resolution re: fair market adjustment to base salary of all Confidential Employees appointed prior to 10/1/2023.

*Be it Resolved, the Board of Education hereby approves, effective October 1, 2023, a fair market adjustment of a \$3,500 increase to the base salary of all Confidential Employees appointed prior to October 1, 2023 with the exception of the Superintendent's Administrative Assistant who shall receive a fair market adjustment of \$10,000 added to the annual base salary.*

Motion was made by Peter McCann seconded by Richard Antonello and carried when all Board members present voted in favor to approve resolution re: Memorandum of Agreement with East Moriches School District.

*Be it Resolved, the Board of Education hereby approves the Memorandum of Agreement between East Moriches School District and the West Islip Union Free School District.*

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

*Be it Resolved, the Board of Education hereby approves the 2023-2024 Consultant Services Contract with Dragonfly ABA.*

Meeting adjourned at 9:43 p.m. on motion by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to adjourn to Super-Executive Session at 9:43 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:54 p.m. on motion by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor.

Meeting adjourned at 9:54 p.m. on motion by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock  
District Clerk

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

**PERSONNEL:**

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

**TEACHING ASSISTANTS**

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

Kierstin Bacchi, Pre-K  
Effective October 5, 2023 through December 28, 2023  
(Bayview)

**TA-2**                    **PROBATIONARY APPOINTMENT (AMENDED)**

Maureen Pike, Pre-K  
Effective September 1, 2023  
(Paul J Bellew; change in step from Step 1 to Step 2)

Kathleen Slayback, Special Education  
Effective October 18, 2023  
(Paul J Bellew; change in step from Step 1 to Step 2)

**CIVIL SERVICE**

**CL-1**                    **CHANGE IN TITLE**

Teri Brett, Special Education Aide  
Effective October 10, 2023  
(Paul J. Bellew; Step 1; change from Cafeteria Aide; new position)

William Delaney, Head Custodian  
Effective October 3, 2023  
(High School; Step 6; change from Acting Head Custodian; replacing Ralph Fabrizio, Sr.  
{retired})

**CL-2**                    **PROBATIONARY APPOINTMENT**

Johanna Amantia, Cafeteria Aide  
Effective October 10, 2023  
(Bayview; Step 1; replacing Teri Brett {reassigned})

Colleen Guimaraes, Office Assistant  
Effective October 23, 2023  
(District Office; Step 1; new position)

**CL-3**                    **RESIGNATION**

Colleen Guimaraes, Security/Receptionist Para  
Effective October 21, 2023  
(Udall)

CIVIL SERVICE, continued

CL-3

RESIGNATION

Brittany Nelson, Cafeteria Aide  
Effective October 11, 2023  
(Manetuck)

CL-4

SUBSTITUTE GUARD (\$23.73/hr)

\*Robert Massucci, effective October 18, 2023

*\*Conditional pending fingerprinting clearance*

OTHER

CLUBS/ADVISORS 2023-2024

BEACH (AMENDED)

Mushu Fan Club, Lisa Cosgrove and Patricia Hinchman (shared)  
(change in Advisor from Lisa Cosgrove)

National Junior Honor Society, Theresa Robertson and Christopher Scharf (shared)  
(change in Advisor from Theresa Robertson)

School Store, John Lavery and Robin Napolitano (shared)  
(change in Advisor from John Lavery)

DISTRICTWIDE

Director, Chamber Orchestra, Beach, Vincent Melia  
Director, Chamber Orchestra, Udall, Lynnette Fawess  
Director, High School Drum Line, James Kraus  
Combined Elementary Chorus, Melissa Senatore  
Combined Elementary Orchestra, Ryan Jensen  
Director, Jazz Band, Beach, Stephen Smith  
Director, Jazz Band, Udall, LuAnn Peskanov  
Director, Jazz Ensemble, James Kraus  
Director, Marching/Pep Band, James Kraus

HIGH SCHOOL (AMENDED)

Director Flag Team, James Kraus  
(change in Director from Victoria Kavitt)

MANETUCK

Art Club, Sophia Stokkeland  
Community Service, Kerri Ierardi and Robin Caputo (shared)  
Drama Club, Kathleen Finn  
Kindness Club, Christine Chocko  
Leo Building/Maker Club, Beth Havranek and Kelly O'Hara (shared)  
Manetuck Makers, Kristyna Acerno  
Mindfulness Club, Tara Campbell  
Safety Patrol Club, Greg Schmalenberger

OTHER, continued

CLUBS/ADVISORS 2023-2024, continued

OQUENOCK

Art Club, Janet Wolfe  
Enrichment Club, Lisa Brush  
Fitness Club, Melinda Monahan  
The Makerspace Club, Michelle Bonkov and Tammy Dragelin (shared)  
Math Crunchers, Nicole Cagno-Angerame  
The STEM Club, Ava Catapano  
The Thinking Caps, Grace Bolin and Nicole Devine (shared)

PAUL J BELLEW

Art Club, Danielle Carihfield  
Chromebooks & Coding Club, Tiffany Kallman  
Drama Club, Shane O'Neill and Karen McCarthy (shared)  
Environmental Club, Liam McGarvey  
Geography Club, Cara Stern and Karen McCarthy (shared)  
Mathemagicians, Melissa Dolan  
Mindfulness Club, Darlene Squillante and Kelly Minicozzi (shared)  
Origami/Craft Club, Mollie Healey  
Spanish Club, Kristen Amoia  
Yoga Club, Jade Lawrence  
Young Innovators, Alysha Cannon

UDALL ROAD MIDDLE SCHOOL

Geography Club, Kristen Finnegan and Janet Renganeschi (shared)

UDALL ROAD MIDDLE SCHOOL (AMENDED)

Activities Grade 6, Thomas Loudon  
(change in Advisor from Kristine Hagens)

Activities Grade 7 & 8, Kristine Hagens  
(change in Advisor from Thomas Loudon)

Yoga Club, Kristen Finnegan  
(removed from list of clubs)

SUBSTITUTE TEACHER (\$130 per diem)

Nancy Corso, effective October 18, 2023

SUBSTITUTE TEACHING ASSISTANT (\$105 per diem)

Nicole Bruckner, effective October 25, 2023



OTHER, continued

INSTRUCTIONAL SWIM, FAMILY SWIM PROGRAM & SWIM TEAMS 2023-2024

Lifeguards

Katie Clark  
Kori Sansone

**CONSULTANT SERVICES CONTRACT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Board of Education of the West Islip Union Free School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, 11795 and AA Midwest, LLC DBA "AllShifts" (hereinafter the "CONSULTANT"), having a principal mailing address at 494 Broad St., 4<sup>th</sup> Floor, Newark, New Jersey 07102.

**A. TERM**

The term of this Agreement shall be for the 2023-2024 school year defined as the period of October 18, 2023 through June 30, 2024 ("Partial School Year") inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

**B. CONDITIONS**

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

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

5. DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

### **C. SERVICES AND RESPONSIBILITIES**

1. The CONSULTANT shall provide per diem and full-time credentialed healthcare professionals, on an as needed basis.
  - Nurse's Aides/Assistants
  - Medication Aides/Technicians
  - Practical/Vocational Nurses
  - Registered Nurses
2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
3. CONSULTANT hereby represents that its healthcare professionals are duly licensed and/or certified to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof of current licensure, registration and or certification (if applicable), proof of Physical, purified protein derivative ("PPD"), CPR certificate, criminal background check (+ additional state specific checks if requested by District), and other documents upon request.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
5. CONSULTANT shall obtain any necessary documents from the New York Employees Retirement System to perform services as a retiree, if applicable.
6. CONSULTANT acknowledges that the DISTRICT retains supervisory control over assigned employees to the same extent as if CONSULTANT were employed by the District.
7. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All

persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

8. CONSULTANT warrants and represents that it has never been excluded from Medicare, Medicaid, or any federally funded health care benefit program.
9. CONSULTANT agrees to cooperate and participate with the DISTRICT in any internal peer review, external audit systems and grievance procedures as may be established by the DISTRICT. CONSULTANT further agrees to participate in DISTRICT's case conferences and continuing in-service education for CONSULTANT's clinicians.
10. Neither CONSULTANT nor its personnel shall share or accept any fee or gratuity from the patient or patient's family for services provided pursuant to this Agreement.
11. The DISTRICT shall:
  - a) Properly supervise individuals assigned to the District by AllShifts ("Assigned Employees") performing District's work, including compliance with all rest break, meal break and all other laws and regulations which apply to District's own employees, and be responsible for District's business operations, services, and confidential information;
  - b) Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to be entrusted with confidential information, without AllShifts' express prior written approval or as strictly required by the job description provided to AllShifts;
  - c) Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site, and address reporting of any workplace accidents consistent with state and or federal law;
  - d) Provide training and provisions for personal protective equipment ("PPE"), engineering, housekeeping and workplace controls, including but not limited to: PPE in appropriate sizes at accessible locations, accounting for hypoallergenic materials as needed, closable, puncture-resistant, leak proof containers readily accessible for sharps; readily accessible handwashing facilities, housekeeping, de-contamination of work sites, and laundering requirements; treatment of staff, to include Assigned Employee, in the event of exposure incidents.
  - e) Not materially change Assigned Employees' job duties or job location without AllShifts' express prior written approval; and
  - f) Exclude Assigned Employees from DISTRICT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

#### D. NONDISCRIMINATION AND SEXUAL HARASSMENT

All parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against employees based on race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation or any other status or condition protected by applicable Federal, State or Local laws. District agrees that it prohibits and will prohibit the sexual harassment of employees placed pursuant to the terms of this Agreement.

#### E. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a weekly basis, supported by the pertinent time sheets. The DISTRICT shall pay CONSULTANT within sixty (60) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. **LATE PAYMENTS:** Any unpaid invoice after the due date will be charged a 2% rate of interest per month. If the invoice remains unpaid after the date thereof, the DISTRICT shall be responsible for all accrued finance charges and all reasonable attorney fees and collection costs in addition to applicable interest.
2. The District agrees to promptly execute timesheets after a shift is complete. The signature of a District representative of the work time submitted for Assigned Employees constitutes acceptance by the District that the documented hours are correct, and that DISTRICT authorizes AllShifts to bill District for those hours. AllShifts will email a confirmation of the shifts worked to the District representative, as indicated by DISTRICT below, following receipt of the Assigned Employees' timesheet(s). DISTRICT will have 24 hours, from the time the confirmation email was delivered, to dispute the listed shift(s) if there are any discrepancies and to make any adjustments deemed necessary. These emails will also include copies of timesheets which were already signed by DISTRICT personnel. DISTRICT does not respond to the confirmation of shifts within 24 hours, DISTRICT acknowledges that the shifts reflected on all invoices are accurate and correct. DISTRICT shall be responsible for all shifts that are approved or approved-by-default (in the event that DISTRICT misses the 24-hour deadline). AllShifts reserves the right to make necessary corrections to timesheets and present invoices marked original for payment according to the original scheduled date and time defined in this Agreement.
3. Compensation shall be at the rates as set forth in Exhibit "A."



#### **EXHIBIT A: Bill Rates**

##### **Nurse's Aides/Assistants**

**\$36/hour Weekdays**

**\$38/hour Weekends**

##### **Medication Aides/Technicians**

**\$45/hour Weekdays**

**\$47/hour Weekends**

##### **Practical/Vocational Nurses**

**\$57/hour Weekdays**

**\$59/hour Weekends**

##### **Registered Nurses**

**\$70/hour Weekdays**

**\$72/hour Weekends**



#### **EXHIBIT B: Holidays**

**New Year's Day**

**Christmas Day**

**Thanksgiving**

**Memorial Day**

**Labor Day**

**Easter**

**Independence Day**

**Martin Luther King Day**

**Presidents Day**

**Columbus Day**

**Veteran's Day**

**Juneteenth Day**

4. The District agrees to pay overtime at the rate 1.5X (time and a half) the normal hourly rates of any Assigned Employee who works in excess of 40 hours per week. For purposes of calculating overtime, weeks run from 7:00 AM Monday through 7:00 AM Monday. Weekends start at 11:00 PM on Friday and end at 7:00 AM on the following Monday. Holidays, as listed in Exhibit B, start at 11:00 PM on the eve before the holiday, and end at 11:00 PM the day of the holiday. If a staffer works shifts which put staffer into overtime for the week within the District, the District shall be responsible for paying overtime rates as described herein, without exception.

#### **5. Staffing Commitment:**

1. AllShifts serves an array of time-sensitive environments including, but not limited to, nursing homes, hospitals, and assisted living communities, AllShifts retains 24-hour live staffing coordination assistance to ensure effective and consistent staffing. DISTRICT agrees to give at minimum four (4) hours' notice for new assignments and staff availability, and DISTRICT agrees to provide AllShifts with at minimum four (4) hours cancellation notice of any confirmed assignment, including any confirmed assignment that AllShifts was able to fill with less than four (4) hours' notice. Any cancellation of confirmed assignment with less than four (4) hours' notice will result in a minimum of 4 hours administrative compensation charge.

2. The District shall Inform AllShifts if any scheduling issues or objectionable performance issues arise while Assigned Employee working for the DISTRICT. If the DISTRICT sends the Assigned Employee home prior to the scheduled shift end time, they are obligated to pay for the hours the Assigned Employee worked prior to being sent home.

#### F. INSURANCE

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, CONSULTANT hereby agrees to effectuate the naming of the DISTRICT as an Additional Insured on CONSULTANT's insurance policies, except for workers' compensation and New York State Disability insurance.

1. The policy naming the DISTRICT as an Additional Insured shall:
  - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the DISTRICT and may create significant vulnerability and costs for the DISTRICT.
  - b. State that the organization's coverage shall be primary and non-contributory coverage for the DISTRICT, its Board, employees and volunteers with a waiver of subrogation in favor of the DISTRICT including Workers Compensation.
  - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the DISTRICT (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the DISTRICT. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
2. The certificate of insurance must describe the services provided by CONSULTANT that are covered by the liability policies. At the DISTRICT's request, CONSULTANT shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, CONSULTANT will provide a copy of the policy endorsements and forms.
3. CONSULTANT agrees to indemnify the DISTRICT for applicable deductibles and self-insured retentions.
4. Minimum Required Insurance:

- a. **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/\$2,000,000 aggregate
  - b. **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired and non-owned motor vehicles.
  - c. **Professional Errors and Omissions Insurance**  
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
  - d. **Umbrella/Excess Insurance**  
\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.
  - e. **Workers' Compensation, Employers Liability and NYS Disability Insurance**  
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
- 5. CONSULTANT acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the DISTRICT. CONSULTANT is to provide the DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the DISTRICT.
  - 6. If CONSULTANT utilizes independent CONSULTANTs, then CONSULTANT must provide verification that coverage extends to the independent CONSULTANTs. If Independent CONSULTANTs are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided.

#### **G. TERMINATION**

- 1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the



end of the term with or without cause. CONSULTANT may terminate this agreement with thirty (30) days' prior written notice to the DISTRICT.

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

#### H. SUCCESSORS AND ASSIGNS

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

#### I. WAIVER OF RIGHTS

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

#### J. CONFIDENTIALITY

1. Compliance Program. The Parties agree to abide by: (i) Medicare and Medicaid billing and coding requirements, including proper documentation of services; (ii) the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA"), the applicable privacy and patient confidentiality provisions of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any current and future regulations promulgated under either HIPAA or HITECH, including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements"; and (iii) any applicable state and local privacy and patient confidentiality rules and regulations. DISTRICT agrees that DISTRICT will NOT send any personally identifying patient information to AllShifts without first executing a Business associate AMENDMENT. DISTRICT further agrees that receipt of such information by the Assigned Employee shall not constitute receipt of such information by AllShifts.

2. DISTRICT shall be responsible to have the Assigned Employee complete any of DISTRICT'S internal compliance and confidentiality documents, including any and all documents required to ensure compliance with the statutes listed above. AllShifts, shall assist as possible to ensure the Assigned Employee signs all documents, upon request of DISTRICT.

#### K. SEVERABILITY

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

#### L. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the substantive and procedural laws and regulations of the State of New York and applicable Federal laws and regulations. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Suffolk, State of New York, or federal court located in County of Suffolk, New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding, in such court.

#### M. DOCUMENT RETENTION

In compliance with Section 420.302 (b) of the Medicare regulations, until the expiration of four (4) years after the furnishing of the services provided under this AMENDMENT, Agency will make available to the Secretary, United States Department of Health and Hospital Services, the United States Comptroller General, and their representatives, this AMENDMENT and all books, documents and records necessary to certify the nature and extent of the costs of those services. The Parties agree to retain all documents as required by other relevant State and Local rules.

#### N. ENTIRE AGREEMENT

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

2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
3. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Facsimile or pdf signatures will be deemed as effective as original signatures.

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

**AA SOUTHEAST, LLC DBA "AllShifts"**

**WEST ISLIP  
UNION FREE SCHOOL DISTRICT**

BY: *Ron Bhavnani*  
(Name) Ron Bhavnani  
(Title) C.O.O.

BY: \_\_\_\_\_  
Anthony Tussie  
President, Board of Education

**Supplemental Agreement between the**

**West Islip Union Free School District**

**and**

**AA Southeast, LLC DBA "AllShifts"**

Supplemental Agreement dated this \_\_\_\_ day of October, 2023 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, NY 11795, and AA Southeast, LLC DBA "AllShifts" (the "CONSULTANT") located at 494 Broad Street, 4<sup>th</sup> Floor, Newark, New Jersey, 07102.

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

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

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

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

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

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

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

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

#### PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Pursuant to Education Law §2-d, each school district is required to publish a Parents' Bill of Rights on their website and include the Bill of Rights in every contract into which the District "enters with a third party contractor where the third party contractor receives student data or teacher or principal data."

Below find a summary of the Parents' Bill of Rights.

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

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

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

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

Lisa DiSibio, District Data Coordinator  
West Islip UFSD  
100 Sherman Avenue  
West Islip, New York, 11795  
631-930-1583  
[Ldisibio@wi.k12.ny.us](mailto:Ldisibio@wi.k12.ny.us)

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

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

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

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

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

c. The duration of this agreement coincides with the duration of the parties’ underlying Agreement, which is currently set to expire on June 30, 2024. When the Agreement between the District and the CONSULTANT expires or terminates, the CONSULTANT shall return to the District all remaining Student Data and/or Principal or Teacher Data or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the CONSULTANT still maintains in any form.

d. The CONSULTANT and District agree to notify the other party of any challenge to the accuracy of Student Data and/or Principal Data. The District and CONSULTANT agree that the party who is responsible for the development of the Student Data and/or Principal Data shall make the final determination with regard to any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data.

e. The District and the CONSULTANT hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: Student Data will be stored using an infrastructure owned and hosted by a third party. The CONSULTANT will use legally-required, industry standard and up-to-date security tools and technologies, such as anti-virus protections and intrusion detection methods, to protect Student Data and to mitigate security and privacy risks. The CONSULTANT will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Student Data will be encrypted while in motion and at rest.

4. As required by Education Law §2-d(5)(e), the CONSULTANT hereby agrees that any officers or employees of the CONSULTANT, including any subCONSULTANTS or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.

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

- a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
- b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;
- c. Except for authorized representatives of the CONSULTANT to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:
  - i. Without the prior written consent of the Parent or Eligible Student; or
  - ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.
- d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;

6. Breach and unauthorized release of Personally Identifiable Information:

- a. In accordance with Education Law §2-d(6) and Section 121.11 of the Regulations, the CONSULTANT shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the CONSULTANT or its subCONSULTANTS or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the CONSULTANT, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.
- b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.
- c. In the case of notification to a Parent, Eligible Student, Teacher or Principal due to the unauthorized release of student data by the CONSULTANT, or its



subCONSULTANTS or assignees, the CONSULTANT shall promptly reimburse the educational agency for the full cost of such notification, as required by Education Law §2-d(6)(c).

7. Miscellaneous:

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

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

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

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

**AA SOUTHEAST, LLC DBA "ALLSHIFTS"**

**WEST ISLIP UNION FREE SCHOOL DISTRICT**

By: Ron Bhavnani

By: \_\_\_\_\_

Print Name: Ron Bhavnani

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

Title: C.O.O.

Title: \_\_\_\_\_

Date: 10/10/2023

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

**SEQRA RESOLUTION**

**WHEREAS**, the Board of Education of the West Islip Union Free School District desires to embark upon the following capital improvements at the District's facilities as set forth herein and as listed in the working budget: (1) Replacement of the dishwasher in the kitchen of Cafeteria A/B (Main Kitchen), replacement of the 3-compartment sink in the kitchen of Cafeteria C (Café) at the West Islip High School; (2) Renovations to the cooking and dishwashing areas in the kitchen of the Beach Street Middle School; (3) Replacement of the dishwasher and 3-compartment sink in the kitchen of the Udall Road Middle School; and

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

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

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

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

**WHEREAS**, the purchase or sale of furnishings, equipment or supplies...other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials are

classified as Type II Actions under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.5 (c)(31)); and

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

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

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

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

**BE IT FURTHER RESOLVED**, that the Board of Education hereby shall forward an official copy of this Resolution to the New York State Education Department.

**SEQRA RESOLUTION**

**WHEREAS**, the Board of Education of the West Islip Union Free School District desires to embark upon the following capital improvements at the District's facilities as set forth herein and as listed in the working budget: (1) Expanding the existing 5-lane pool to a new 6-lane pool including all mechanical, electrical, plumbing, and construction requirements at the West Islip High School; and

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

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

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

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

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

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

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

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

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

**BE IT FURTHER RESOLVED,** that the Board of Education hereby shall forward an official copy of this Resolution to the New York State Education Department.



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

AGENDA ITEM VII.  
APPROVAL G.  
SM 10/17/2023

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**TO:** Elisa Pellati  
**FROM:** Lauren Lay  
**DATE:** October 2023  
**RE:** Oquenock Library -Weeding

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

Total Copies Weeded: 185

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

Cc: Amanda Harvey, GinaMarie Hildebrandt