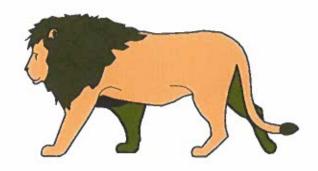
AGENDA



BOARD OF EDUCATION

March 22, 2022

Beach Street Middle School 17 Beach Street

Submitted by: Bernadette M. Burns Superintendent of Schools

AGENDA

PLANNING SESSION OF THE BOARD OF EDUCATION

March 22, 2022

Beach Street Media Center

West Islip, New York

- I. CALL TO ORDER
- II. QUORUM COUNT
- III. MINUTES: A motion is needed to approve the minutes of the March 10, 2022 Regular Meeting.
- IV. ANNOUNCEMENTS
- V. PERSONNEL
- VI. APPROVAL
 - A. Resolution (A) re: Joint Municipal Cooperative Bidding Program 2022-2023
 - B. Surplus
 - 1. Miscellaneous Buildings and Grounds equipment ~ district-wide
 - 2. Miscellaneous Technology equipment ~ Beach and Udall
 - C. Contracts 2021-2022
 - 1. Deer Park UFSD Health Services Contract \$4,061.72
 - 2. Syosset CSD Health Services Contract \$4,293.84
 - D. Memorandum of Agreement
 - 1. Teamsters Local 237 Clerical re: Juneteenth (June 20, 2022)
 - 2. Teamsters Local 237 Operations re: Juneteenth (June 20, 2022)
 - E. Stipulation of Settlement and Release Student A
- VII. EXECUTIVE SESSION: The Board will adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will reconvene act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.
- VIII. CLOSING Adjournment

REGULAR MEETING OF THE BOARD OF EDUCATION March 10, 2022 – Beach Street Middle School

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

Mr. Maginniss, Mr. McCann

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Volz

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

APPROVAL OF MINUTES

Mr. Tussie stated that the March 8, 2022 Special Meeting minutes are to be amended to reflect District Wise Search Consultants instead of District Wide Search Consultants.

Motion was made by Richard Antoniello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve the minutes of the February 15, 2022 Planning Session, the February 28, 2022 Special Meeting and the amended minutes of the March 8, 2022 Special Meeting.

PERSONNEL

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve the A-2, T2, CL-1 and all items under Other of the 3/10/2022 Personnel Agenda as listed below:

ADMINISTRATIVE

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

(Pursuant to the Family Medical Leave Act of 1993-

12-week continuous medical coverage)

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

(District Office)

T-2 LEAVE OF ABSENCE (unpaid)

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

Michelle Loehr-Quigley, Elementary Effective February 28, 2022 through March 27, 2022 (Oquenock)

Nicoline Morrell, Mathematics Effective February 28, 2022 through May 27, 2022 (Manetuck) Elaine Longo, Reading
Effective March 14, 2022 through April 10, 2022
(Beach)

CIVIL SERVICE

CL-1 RESIGNATION

Thomas Carusillo, Permanent Substitute Teacher Effective March 7, 2022 (Beach Street)

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

Onur Oztimurlenk, Network & Systems Technician Effective March 19, 2022 (District Wide)

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

OTHER

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Dawn Pizzuto, effective March 11, 2022

SUBSTITUTE TEACHER (\$130 per diem)

Tyler Bell, effective January 31, 2022, student teacher Paige Gillespie, effective March 11, 2022 Gabriela Hernandez, effective March 11, 2022 Jenna Lima, effective March 11, 2022 Kevin Siefert, effective March 11, 2022

MENTOR PROGRAM 2021-2022

Mentor (\$1030 Stipend {prorated})
Nancy Piccirilli (Katherine Bayern, Speech)
Dennis Pope (Seamus Burns, Technology)
Alexandra Nohowec (Ashley Pope, Technology)

CLUBS/ADVISORS 2021-2022

BAYVIEW ELEMENTARY SCHOOL

Drama Club, Justin DeMaio

SPRING 2022 HIGH SCHOOL COACHES

BASEBALL

Dominick LaFerrera, J.V. and Varsity Volunteer

SPRING 2022 MIDDLE SCHOOL COACHES

GIRLS LACROSSE

Corinne Geiger, Assistant Udall Coach

GIRLS TRACK

Catherine Brudi, 7-8 Udall Coach

SOFTBALL

Daniel Sliwowski, 7-8 Beach Coach

TRACK (PER DIEM)

Matthew Sullivan, Assistant Varsity Coach

INSTRUCTIONAL SWIM & FAMILY SWIM PROGRAMS 2021-2022

Supervisor \$50 per hour

Daniel Gschwind Anthony Yuli

Lifeguard \$15 per hour

Harrison Bohrer Michael Flynn Logan Reese

Alex Burciaga Matthew Gassmann Nicholas Scarmozzino

Devin Christensen Angelique Grande Jack Schaefer
Katie Clark Jamie Hill Seamus Smith
Brandon Disbrow Luis Kinney Shannon Thompson
Cali Disbrow Gabrielle Martorella Matthew Triglia

Morgan Einsetler Joseph Piropato

PREFERRED SUBSTITUTE

Darren Shekailo

Effective March 14, 2022

(High School; \$168.46/day; replacing S. Burns {reassigned})

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve ADMINISTRATIVE: RETIREMENT: Karen Appollo, Director of English Language Arts, effective August 15, 2022 (20 years).

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHERS: RETIREMENT: Tamra Burns, Mathematics, effective July 1, 2022 (19.5 years).

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHERS: RETIREMENT: Linda Condreras, Special Education, effective July 1, 2022 (21.5 years).

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHERS: RETIREMENT: James Dooley, Physical Education, effective July 1, 2022 (35 years).

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHERS: RETIREMENT: Kristin Grossi, Elementary effective July 1, 2022 (34 years).

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHERS: RETIREMENT: Annette Musteric, Art, effective July 1, 2022 (37years).

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHERS: RETIREMENT: Daria Solano, Elementary, effective December 31, 2022 (21 years).

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHERS: RETIREMENT: Donna Villez, Elementary, effective July 1, 2022 (30 years).

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: RETIREMENT: Linda Casciola, Special Education, effective May 1, 2022 (23 years).

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: RETIREMENT: Francine Simone, Special Education, effective June 25, 2022 (27 years).

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve RETIREMENT: Randall Koeper, Maintenance Mechanic III, effective April 30, 2022 (24 years).

Mrs. Burns wished all the retirees good luck and happiness. Mr. McCann congratulated all the retirees for their service to the community. Mr. Tussie, on behalf of the Board of Education, thanked all the retirees for their years of service and wished them all the best in their retirement.

CURRICULUM UPDATE

Mrs. Morrison informed the audience that students in Grades 3-8 would take the New York State English Language Arts and Math tests via Chromebooks. Opportunities will be provided in advance for students to familiarize themselves with the online testing platform. Letters were sent to parents by the building principals with information specific to each building.

Mrs. Morrison spoke about various events and recognitions throughout the district. She advised that there will be a Curriculum and Instruction Budget Presentation on Tuesday, March 15 at 7:30 p.m. in the Beach Street Middle School Auditorium.

FINANCIAL MATTERS

The treasurer's report for January was presented: beginning balance \$42,320,438.87; ending balance \$84,258,519.66.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve General Fund budget transfers 4133-4142 and Capital Fund budget transfers 4137-4139.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Sealed Bid RFP #568 – Direct Diversion.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve 2021-2022 Health Services Contract –Smithtown CSD ~ \$2,358.72.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Surplus: Paper Cutter Rack/Asset Tag #4163 – Beach Street Middle School; Couch/Asset Tag #3885 – Beach Street Middle School.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Change Order: Mt. Olympos Restoration, Inc. - \$1,700 – West Islip High School.

Education Committee: Richard Antoniello reported on the meeting held 3/8/2022. Items reviewed included the administration of the New York State ELA and Math tests and Regents exams. The Pre-K lottery will be held on March 16.

Finance Committee: Peter McCann reported on the meeting held on 3/8/2022. Items reviewed included the January treasurer's report; January extra-curricular report, January payroll summary, February internal claims audit report; February system manager audit report, payroll certification forms; surplus; contract; change order; bid; and Corrective Action Plan in response to Single Audit Report. Mrs. Pellati discussed the Affordable Care Act.

<u>Buildings and Grounds</u>: Peter McCann reported on the meeting that took place on 3/8/2022. Items reviewed included an update of ongoing construction projects; the Beach Street generator; Paul J. Bellew parking lot expansion; bond and capital reserves; and grounds preparations for the spring season. The Masera Advisory Committee meeting took place on 2/16 and the Masera Steering Committee will meet on 3/16 at 6:00 p.m. All meetings are open to the public.

<u>Special Education Committee:</u> Debbie Brown reported on the meeting held 3/9/2022. Items discussed included updates to student placements and the special education budget.

<u>Health and Wellness</u>: Peter McCann reported on the meeting held on 2/8/2022 and 3/8/2022. Items reviewed included the financial report; Health and Wellness newsletter, and the importance of promoting wellness and overall physical and mental health. The March into Wellness event was cancelled due to low registration. The next meeting will take place on 4/12 at 9:30 a.m. at Paul J. Bellew.

PRESIDENT'S REPORT

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve recertification of District's Compact for Learning Plan.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Notice of Public Hearing, Budget Vote and Election of the West Islip UFSD District Clerk to publish the Legal Notice in accordance with Educational Law Section 2004.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Resolution re: receipt of the Single Audit Report for year ended June 30, 2021 from R.S. Abrams and Co., LLP; approval of Corrective Action Plan in response to the Single Audit Report dated June 30, 2021.

RESOLUTION

BE IT RESOLVED, that the Board of Education of the West Islip School District acknowledges receipt of the Single Audit Report for the year ended June 30, 2021 from R.S. Abrams & Co., LLP.

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

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve West Islip Paraprofessional Chapter of WITA Memorandum of Agreement re: health insurance.

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

SUPERINTENDENT'S REPORT

Mrs. Burns informed the audience that much has happened since the February board meeting and the Board has approved the revised School Reopening Plan. The New York State Mask Mandate has been lifted and revisions were made to the plan to ensure that it accurately reflects current practices. On March 21, the requirement for visitors to show proof of a negative test or vaccination will also be lifted and faculty and staff will continue to test weekly until the state determines otherwise.

Mrs. Burns advised that last week the community responded to the Ukraine crisis in typical West Islip fashion. Mrs. Burns explained that St. Peter and Paul Ukrainian Orthodox Mission were overwhelmed by donations and have reached its capacity in what they can accept. They have asked that the community refrain from collecting anything further and expressed their gratefulness and asked for continued prayers.

Mrs. Burns advised that Beach Street and Udall middle schools, West Islip High School and the English Department held their respective honor society inductions for almost 300 students. The Junior Banquet was held on March4; students and staff had a wonderful time.

The first budget workshop to discuss the 2022-2023 budget was held on March 1. Mrs. Pellati provided an overview of the budget. The presentation is on the Business page of the district website. Mrs. Morrison will discuss curriculum-related and other budget items on Tuesday, March 15.

Mrs. Burns announced that the High School will present its musical production of *Cinderella* on March 24, 25 and 26. Tickets are available on the district website.

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

Regular Meeting March 10, 2022

Catie Florea – Mrs. Florea expressed her excitement that masks are no longer mandated. She expressed disappointment that a survey was not sent to families to determine students' well-being when masks were mandated.

Doreen Hantzschel – Mrs. Hantzschel spoke about the need to ensure high school reading assignments and the summer reading lists reflect all points of view. She also advocated for the district to hold a National Day of Prayer on May 5.

Claudia Worley – Mrs. Worley had questions about Pre-K and the capacity of South Shore Children's Center. She asked why parent survey iss being done after the mask mandate was lifted and not prior.

Kathryn Abbatiello – Mrs. Abbatiello spoke about the need for more training to support an DEI initiative. She also advised that there were inappropriate slurs being chanted at the Junior Banquet.

Veronique Wallrapp – Mrs. Wallrapp inquired about the status of air conditioning in school buildings and shared questions about the Superintendent hiring process.

Laura Vetere – Mrs. Vetere asked about the consulting firm chose to conduct the superintendent search, if an internal fee had to be paid, and whether West Islip employees would be interviewing for the position.

Julie Lella – Mrs. Lella had concerns regarding her son not receiving homebound instruction unless she signed a HIPPA form.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Executive Session at 8:43 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 10:03 p.m. on motion by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Motion was made by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Super Executive Session at 10:03 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting adjourned at 10:09 p.m. on a motion by Richard Antoniello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Respectfully submitted,

Mary Hock District Clerk

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

PERSONNEL:

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

TEACHERS

T-1 <u>LEAVE OF ABSENCE</u> (unpaid)

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

Kathryn Waters, Social Worker Effective March 21, 2022 through May 6, 2022 (Udall)

OTHER

MENTOR PROGRAM 2021-2022

Mentor (\$1030 Stipend {prorated})
Rebecca Silva (Kaitlin Palmieri, Psychologist)

SUBSTITUTE TEACHER (\$130 per diem)

*Theresa Gruick, effective April 7, 2022

School Year 2022-2023

RESOLUTION (A)

JOINT MUNICIPAL COOPERATIVE BIDDING PROGRAM

WHEREAS, the Participant is a municipality within the meaning of General Municipal Law § 119-n and is eligible to participate in the Board of Cooperative Educational Services, First Supervisory District of Suffolk County (hereinafter Eastern Suffolk BOCES) Joint Municipal Cooperative Bidding Program (hereinafter the "Program") in the areas mentioned above; and

Education Law Section 1950; and

WHEREAS, the Participant acknowledges receipt of the Program description inclusive of Eastern Suffolk BOCES' standard bid packet and the general conditions relating to said Program; and

WHEREAS, with respect to all activities conducted by the Program, the Participant wishes to delegate to Eastern Suffolk BOCES the responsibility for drafting of bid specifications, advertising for bids, accepting and opening bids, tabulating bids, awarding the bids, and reporting the results to the Participant.

BE IT RESOLVED that the Participant hereby appoints Eastern Suffolk BOCES to represent it and to act as the lead agent in all matters related to the Program as described above; and

BE IT FURTHER RESOLVED that the Participant hereby authorizes Eastern Suffolk BOCES to place all legal advertisements for any required cooperative bidding in Newsday, which is designated as the official newspaper for the Program; and

BE IT FURTHER RESOLVED that a Participant Meeting shall be held annually consisting of a representative from each Program Participant. Notice of the meeting shall be given to each representative at least five (5) days prior to such meeting; and

BE IT FURTHER RESOLVED that an Advisory Committee will be formed consisting of five to ten representatives of Program Participants for a term of three (3) years as authorized by General Municipal Law §119-o.2.j.

BE IT FURTHER RESOLVED that this Agr (1) year as authorized by General Municipal	reement with the Participant shall be for a term of one Law §119-0.2.j.
BE IT FURTHER RESOLVED that the Part annual fee as determined annually by Eastern Program.	icipant agrees to pay Eastern Suffolk BOCES an a Suffolk BOCES to act as the lead agent for the
Datad	
Dated:	
	Name of Educational or Municipal Corporation
	Signature of Official
	Printed Name of Official
	Title
	Contact Person - Name
	Title
	E-Mail Address



James Bosse
Director of Buildings & Grounds
West Islip Public Schools
100 Sherman Avenue
West Islip, New York 11795
631-930-1500

Memorandum

To:

Elisa Pellati

From:

James Bosse

Date:

March 10, 2022

Re:

Excess Items

The purpose of this memo is to request your approval to excess/auction a few items in the Building & Grounds Department. These items either require maintenance or repair beyond reasonable expense. It is in the best interest of the District to excess/auction the following items:

- Old, non-working, Shopmaster Eldorado Bridgemill old tag #100008
- Old, non-working, Jigsaw old tag #002479
- Old, non-working, Hitachi 15" Miter Saw old tag #1744
- Old, non-working, Craftsmen 5 Speed Wood Lathe no tag
- Old, non-working, Craftsmen 2 HP Woodshaper old tag #1743
- Old, non-working, Rockwell Delta Drill Press no tag
- Obsolete, unusable, Mr. Cool 48k BTU mini split a/c unit, not tagged

Please let my office know if these items can be approved for excess.

Thank you.

WEST ISLIP HIGH SCHOOL ENGINEERING TECHNOLOGY



To: Elisa Pellati

From: Brian Buonomo, HS Technology

Date: Mar 15, 2022

Re: Surplus Equipment Request

The following equipment and materials are beyond repair or operational for classroom use.

Please see attached sheets for room details.

UDALL MS ROOM 140

ASSET TAG

DESCRIPTION

RECOMMENDATION

0757

14" Delta Wood Bandsaw - 3P Motor

SPRAY BOOTH

Auction

Auction

UDALL MS ROOM 142

ASSET TAG	DESCRIPTION	RECOMMENDATION
002490	Lathe	Auction
002485	Break	Auction
002486	Shear	Auction
002487	Band Saw	Auction
0830	Torch Cart	Auction
0756	Table Saw	Auction
0786	Shear and Break Table	Auction
3605	Drill Press with no Table	Auction
No Tag	Injection Mold	Auction
No Tag	Spray Booth	Auction
No Tag	Pantograph	Move to HS

BEACH MS ROOM 306

ASSET TAG	DESCRIPTION	RECOMMENDATION
4187	Metal Band Saw	Auction
4203	Grinder	Auction
4181	Slip Roller	Auction
4200	Stand Benders	Auction
4198	Spot Welder	Auction
001990	Drill Press	Auction
4199	Polishing Wheel / Baldor Grinder	Auction
001994	Scroll Saw	Auction
001989	Paper Cutter	Auction
001987	Press	Auction
no tag	Welders	Auction
no tag	Welding Table	Auction
no tag	Gray Cabinet Under Mirror	Auction
no tag	Spray Booth	Auction
4167	Tall Gray Tool & Hardware Cabinet	June Removal
4168	Offset Gray Tool & Hardware Cabinet	June Removal
3942	Beige File Cabinet	June Removal
4169	Teacher Desk	June Removal
no tag	Wooden Shelf Dolley	June Removal
no tag	Metal Rack on Right Side of the doorway	Already Removed

INVOICE

Invoice Date

02/23/2022

Customer No.

390

Customer / Bill To:

West Islip UFSD Corner of Beach Street & Sherman Avenue West Islip, NY 11795

Remit To:

Deer Park Union Free School District 1881 Deer Park Avenue Deer Park, New York 11729 **ATTN: Business Office**

Phone	Fax	E-Mail Address	LEGICAL REPORTER	Terms	NEW TEXAS	Invoice Amount
				Due Upon Recei	pt	4,061.72
EP-REGREE CERRINE	Items / Services		Cost Basis	Quantity	Unit Price	Amount
Health Services Health Services for School, West Campus in De	or 4 students attending Our er Park for the 2021-22 Sch	Lady of Guadalupe Catholic ool Year	Yr.	4.00	1,015.430	4,061.72

Contact: Linda Martinez - martinez.l@deerparkschools.org

TOTAL:

4,061.72

Page 1 of 1

DETACH HERE AND SEND WITH PAYMENT

West Islip UFSD Corner of Beach Street & Sherman Avenue West Islip, NY 11795

Invoice No.

58718

Invoice Date

02/23/2022

Customer No.

390

Total Due:

Payment Terms: Due Upon Receipt

\$4,061.72

Mail Payments To:

Amount Enclosed:

Deer Park Union Free School District 1881 Deer Park Avenue Deer Park, New York 11729

ATTN: Business Office

DEER PARK UNION FREE SCHOOL DISTRICT DEER PARK, NY 11729

CONTRACT FOR HEALTH SERVICES

THIS AGREEMENT made in duplicate this 14th day of February 2022 by and between the Board of Education of West Islip UFSD party of the first part, and the Board of Education, Deer Park UFSD, County of Suffolk, NY, party of the second part.

WITNESSETH, that whereas party of the first part has been duly empowered by the provisions of Section 912 of the Education Law to enter into a contract for the purpose of providing Health Services for children residing in said school district and attending nonpublic school (Our Lady of Guadalupe Catholic School, West Campus) in Deer Park UFSD, County of Suffolk, New York and to begin on September 1, 2021 and to the end of June 30, 2022.

NOW THEREFORE, the said party of the first part hereby agrees to pay to the party of the second part the sum of \$1,015.43 per pupil for Health Services to be provided to students residing in said and West Islip UFSD attending nonpublic schools in said Deer Park UFSD, County of Suffolk, New York.

And the party of the second part hereby agrees with the party of the first part as follows:

 That the health and welfare services provided under Section 912 shall consist of the following: Nurse Services, Physician Services, School Speech Services, School Psychological Services and School Social Work Services.

Such services may include, but are not limited to, all services performed by a physician, nurse, school psychologist, school social worker or a school speech services and may also include vision and hearing tests, the taking of medical histories and the administration of emergency care programs for ill or injured pupils.

2. The part of the second party will also furnish equipment to be used in providing such services if requested by the authorities in charge of the nonpublic school, which include:

Supplies and equipment for use by physicians, school nurse, psychologist, social worker and speech (i.e. health record forms, first aid supplies and all other readily transportable

equipment and supplies pertaining to delivery of services).

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the Superintendent of Schools.

In Witness Whereof, the parties have hereunto set their hands the day and year above written.

Trustee/President of Board of Education	PARTY OF THE FIRST PART
Trustee or Clerk of Board of Education	Post Office Address
***	****

Trustee/President of Board of Education

PARTY OF THE SECOND PART

Deer Park Union Free School District 1881 Deer Park Avenue Deer Park, NY 11729

Trustee or Clerk of Board of Education

APPROVAL OF SUPERINTENDENT

1ssue Date 03/03/2022

Syosset Central School District 99 Pell Lane Syosset, NY 11791

Invoice Number 055-22A

INVOICE

Issued To:

West Islip UFSD Adminstrative Offices 100 Sherman Avc West Islip, NY 11795

ADMIN

Item Number	Item Description	Amount
HEALTH-HEAL- OLM	HEALTH SERVICES FOR STUDENT(S) ATTENDING OUR LADY OF MERCY ACADEMY IN SYOSSET, NY DURING THE 2021-22 SCHOOL YEAR.	2,146.92
	2.0000 @ 1,073.4600	
HEALTH-HEAL- ST.	HEALTH SERVICES FOR STUDENT(S) ATTENDING ST. EDWARD THE CONFESSOR SCHOOL IN SYOSSET, NY DURING THE 2021-22 SCHOOL YEAR.	2,146.92
	2.0000 @ 1,073.4600	

Invoice Total

4,293.84

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 7th day of February 2022 by and between the Board of Education of the WEST ISLIP PUBLIC SCHOOLS (hereinafter "WEST ISLIP"), having its principal place of business for the purpose of this Agreement at Attn: Superintendent, West ISLIP Public Schools 100 Sherman Avenue West ISLIP, New York 11795, and the Board of Education of the SYOSSET Central School District (hereinafter "SYOSSET"), having its principal place of business for the purpose of this Agreement at 99 Pell Lane, Syosset, New York 11791.

WITNESSETH

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

WHEREAS, certain students who are residents of WEST ISLIP are attending non-public schools located in SYOSSET.

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

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

A. TERM

The term of this Agreement shall be from July 1, 2021 through June 30, 2022 inclusive, unless terminated early as provided for in this Agreement, and as authorized by law.

B. SERVICES AND RESPONSIBILITIES:

 During the term of this Agreement, the services provided by SYOSSET to WEST ISLIP may include, but are not limited to the following

Annual Medical Inspection School Nursing Services First Aid for School Emergencies Furnishing of First Aid Supplies Furnishing Health Record Forms and Recording Data Speech Therapists Psychologists

- It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.
- 2. The services provided by SYOSSET to WEST ISLIP shall be consistent with the services available to students attending public schools within the SYOSSET School District.
- 3. SYOSSET shall perform all services under this Agreement in accordance with each student's Individualized Education Services Plan (IESP) if applicable.

- 4. SYOSSET 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.
- 5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
- 6. SYOSSET 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 students pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
- SYOSSET warrants that the services will be provided by health care providers that are properly licensed under the laws of the State of New York.
- SYOSSET shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
- 9. Both parties agree to provide the State access to all relevant records which the State requires to determine either SYOSSET's or WEST ISLIP compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
- 10. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

C. COMPENSATION

- In exchange for the provision of health and welfare services pursuant to this Agreement, WEST ISLIP agrees to pay SYOSSET the sum of \$1,073.46 per eligible pupil for the 2021 - 2022 school year. Said amount shall be prorated accordingly for each student to accurately reflect the actual period of time during which services were provided to each student.
- WEST ISLIP shall pay SYOSSET within thirty (30) days of receipt of a written invoice from SYOSSET. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.

D. <u>MISCELLANE</u>OUS

1. <u>Termination</u>: this Agreement may only be terminated in accordance with applicable Law.

2. <u>Defense / Indemnification:</u>

- a. SYOSSET agrees to defend, indemnify and hold harmless WEST ISLIP, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of SYOSSET, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- b. WEST ISLIP agrees to defend, indemnify and hold harmless SYOSSET, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of WEST ISLIP, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- Notices: All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

WEST ISLIP

Superintendent of Schools West Islip Public Schools 100 Sherman Avenue West Islip, New York 11795

SYOSSET:

Superintendent of Schools Syosset Central School District

P.O. Box 9029

Syosset, NY 11791-9029

- Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 5. <u>No Waiver</u>: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
- 6. <u>Severability</u>: 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.
- 7. <u>Governing Law</u>: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

- 8. <u>Venue</u>: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
- 9. <u>Entire Agreement</u>: 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.
- 10. <u>Amendment</u>: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
- 11. Execution: 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. Furthermore, this Agreement shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the WEST ISLIP School District.

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

WE	ST ISLIP PUBLIC SCHOOL DISTRICT
	Superintendent of Schools
WEST ISLIP PUBLIC SCHOOL DISTRICT	SYOSSET CENTRAL SCHOOL DISTRICT,
President, Board of Education	President, Board of Education

MEMORANDUM OF AGREEMENT

WHEREAS, the West Islip Union Free School District (the "District") and West Islip Secretarial Employees ("WISE") are parties to a collective bargaining agreement for the period July 1, 2021 through June 30, 2025 ("CBA") which provides at Article VI that WISE members shall receive 16 holidays per year; and

WHEREAS, the District has agreed to grant Juneteenth (June 20, 2022) as an additional paid holiday for WISE members;

WHEREAS, the parties to this Agreement wish to memorialize the granting of Juneteenth as a paid holiday for the 2021-22 school year.

NOW, THEREFORE, it is hereby agreed as follows:

- 1. Juneteenth (June 20, 2022) shall be granted as seventeenth (17th) paid holiday to WISE members. This shall only be applicable for the 2021-22 school year.
- 2. This Agreement shall not be precedent setting and shall not be utilized by any party to this Agreement in any grievance, arbitration or claim of any kind except as necessary to enforce its terms.
- 3. Except as specifically set forth herein, this Agreement shall not be construed as modifying any of the terms of the CBA as between the District and the Union, or any practices which may exist as between the parties.
- 4. This Agreement shall sunset June 30, 2022, at which point it shall be of no further force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates set forth below.

West Islip Union Free School District	
By: Anthony Tussie President	Dated:
West Islip Secretarial Employees By: Luann Dunne President	Dated: 3 15 22

Teamsters Local 237

By: Benjamin Carenza

Dated: 3-15-22

MEMORANDUM OF AGREEMENT

WHEREAS, the West Islip Union Free School District (the "District") and Teamsters Local 237 (the "Union") are parties to a collective bargaining agreement for the period July 1, 2016 through June 30, 2020 which continues in full force and effect by virtue of the Triborough Law ("CBA") and which provides at Article VI that full-time custodial personnel shall receive 16 holidays per year; and

WHEREAS, the District has agreed to grant Juneteenth (June 20, 2022) as an additional paid holiday for full-time custodial personnel;

WHEREAS, the parties to this Agreement wish to memorialize the granting of Juneteenth as a paid holiday for the 2021-22 school year.

NOW, THEREFORE, it is hereby agreed as follows:

- 1. Juneteenth (June 20, 2022) shall be granted as seventeenth (17th) paid holiday to full-time custodial personnel. This shall only be applicable for the 2021-22 school year.
- 2. This Agreement shall not be precedent setting and shall not be utilized by any party to this Agreement in any grievance or claim of any kind except as necessary to enforce its terms.
- 3. Except as specifically set forth herein, this Agreement shall not be construed as modifying any of the terms of the CBA as between the District and the Union, or any practices which may exist as between them.
- 4. This Agreement shall sunset June 30, 2022 at which point it shall be of no further force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates set forth below.

Ву:	Dated:
Anthony Tussie	
President	
Teamster Local 237	
Ву: Д. — 7	Dated: 3/15/2022
Jaime Triail	24.04.
President	

West Islip Union Free School District

Teamsters Local 237

Dated: 3-15-22 By: Benjamin Carenza