

AGENDA



BOARD OF EDUCATION

March 14, 2019

Beach Street Middle School
17 Beach Street

*Submitted by:
Bernadette M. Burns
Superintendent of Schools*

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
March 14, 2019

Beach Street Middle School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards only. (Name and address required) - This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the February 26, 2019 Planning Session.
- VI. **RECOGNITION**
 - A) Art ~ New York State Art Teachers' Association Legislative Student Art Exhibition
Tyler Busching, Katie Callaghan, Abigail Narra, Keirsten Nizzen
 - B) Common Hope ~ Kristie Ferruzzi and Noreen Matthews, advisors
Alexsandra Arzila, David Belcher, Christina Caputo, Michael Ciccarelli, Timothy Connolly, Rachel Ehlers, Kayla Gillespie, Samantha Hart, Heather Mauri, Maureen McMabon, Eric Mertens
 - C) Squads Abroad ~ Noreen Matthews and Robert Weiss, advisors
Shae Boyle, Amanda Doherty, Lillian Dookeram, Sydney Krawchuk, Abigail Lashinsky, Claudia Manqamele, Jake Maresca, Jamie McEnaney, Matthew Oldaker, DanaLynn Petzold, Lia Teitelbaum
- VII. **PERSONNEL**
- VIII. **CURRICULUM UPDATE**
- IX. **REPORT OF BOARD COMMITTEES**
 - A) Finance Committee {3/12/2019}
 - B) Buildings and Grounds Committee {3/12/2019}
 - C) Education Committee {3/14/2019}
 - D) Committee on Special Education/Preschool Special Education Recommendations
re: classification/placement/I.E.P. modifications of students as delineated {3/14/2019}
 - E) Health and Wellness Committee {2/12/2019 and 3/5/2019}
- X. **FINANCIAL MATTERS**
 - A) Treasurer's Report
- XI. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Health Services Contracts
 - 1. Bay Shore UFSD \$17,954.20
 - 2. Smithtown CSD \$2,005.74
 - 3. Syosset CSD \$3,943.00
 - C) Approval of Resolutions
 - 1. Receipt of the Single Audit Report from R.S. Abrams & Co., LLP for year ended June 30, 2018
 - 2. New York State Deferred Compensation Plan

XI. BUSINESS ITEMS, continued

- D) Approval of Surplus
 - 1. Miscellaneous Science textbooks and items
- E) Approval of Change Orders
 - 1. Milcon Construction Corp. Beach Street Middle School (\$35,625.42)
 - 2. Milcon Construction Corp. Udall Road Middle School (\$28,802.49)
- F) Approval of Contract
 - 1. Richard Madison Associates

XII. PRESIDENT'S REPORT

- A) Approval of the of Notice of Public Hearing, Budget Vote, and Election of the West Islip UFSD dated November 20, 2019, including the propositions, terms, dates and provisions set forth therein, and directs the District Clerk to publish the Legal Notice in accordance with Education Law Section 2004
- B) Approval of Leasehold Space Agreement with Eastern Suffolk BOCES for two classrooms at Paul J. Bellew Elementary School

XIII. SUPERINTENDENT'S REPORT

XIV. NOTICES/REMINDERS

XV. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

XVI. INVITATION TO THE PUBLIC - *The public, at this time, is cordially invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards only. (Name and address required) ~ 20 minute time limit. Each person or representative of a group will be limited to three minutes.*

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

XVIII. CLOSING - Adjournment

PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
February 26, 2019 – District Office

PRESENT: Mr. Gellar, Mrs. LaRosa, Mr. Antoniello, Mr. Brady, Mr. Michaluk, Mr. O'Connor

ABSENT: Mr. Maginniss

ADMINISTRATORS: Mrs. Burns, Mrs. Pellati, Dr. Rullan

ABSENT: None

Meeting was called to order at 8:01 p.m. followed by the Pledge.

APPROVAL OF MINUTES:

Motion was made by Paul Michaluk seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve the minutes of the February 7, 2019 Board of Education Regular Meeting.

PRESENTATION ~ Cullen & Danowski, LLP Annual Risk Assessment

PERSONNEL:

Motion was made by Kevin O'Connor seconded by Paul Michaluk and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE NURSE (\$130 per diem): Dominika Leon, effective February 27, 2019.

Motion was made by Paul Michaluk seconded by Kevin O'Connor and carried when all Board members present voted in favor to approve OTHER: INSTRUCTIONAL SWIM AND FAMILY PROGRAM 2018-2019: LIFEGUARDS (\$12 per hour): Isaiah Brown-Rodriguez, Karalynn Cantwell, Luke Cosentino, Robert Filippi, Nicholas Gans, Alexa Gardini, Andrea Gomez, Joseph Imburgia, Rowan Kelly, Zachary Ksiazek, Jake Maresca, Owen O'Donnell, Victoria Puglisi, Mark Regan, Kevin Rion, Tobias Wefering, Brian Winberry.

Motion was made by Scott Brady seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: REGENTS GRADERS 2019: English: Linda Gifford, Virginia Scudder; Mathematics: Tara Annunziata, Alissa Nanda, Kristen Newman.

Motion was made by Scott Brady seconded by Paul Michaluk and carried when all Board members present voted in favor to approve OTHER: HOMEBOUND INSTRUCTOR (\$30.00 per hour): Julia Vaillant, effective February 27, 2019.

Motion was made by Annmarie LaRosa seconded by Paul Michaluk and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$115 per diem): Alexis Grasso, effective February 27, 2019; Julia Vaillant, effective February 27, 2019.

Motion was made by Kevin O'Connor seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHING ASSISTANT (\$85 per diem): Alexis Grasso, effective February 27, 2019; Julia Vaillant, effective February 27, 2019.

Motion was made by Paul Michaluk seconded by Scott Brady and carried when all Board members present voted in favor to approve the surplus of miscellaneous IT/AV items.

Motion was made by Kevin O'Connor seconded by Richard Antonello and carried when all Board members present voted in favor to approve Change Orders: No. 2R - HVAC, Inc. - Udall Road MS - \$1,500.00; No. 1R - HVAC, Inc. - Udall Road MS - \$1,608.74; No. 2 - Crossroads Construction Corp. - Udall Road MS - \$5,721.25.

Motion was made by Scott Brady, seconded by Paul Michaluk and carried when all Board members present voted in favor to adjourn to Executive Session at 8:18 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting adjourned at 9:44 p.m. on motion by Annmarie LaRosa, seconded by Scott Brady and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock
District Clerk

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

PERSONNEL:

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

ADMINISTRATIVE

A-1 RETIREMENT

Anne Rullan, Ed.D., Assistant Superintendent for Curriculum & Instruction
Effective July 1, 2019
(6 years)

TEACHERS

T-1 RETIREMENT

Denise Cain, Physical Education
Effective July 1, 2019
(33 years)

Patricia Chieffo, Elementary
Effective July 1, 2019
(25 years)

Philip DePompeo, Special Education
Effective July 1, 2019
(18 years)

Catherine Dolan-Stefanak, Elementary
Effective July 1, 2019
(33 years)

Mitchel Luquer, Counselor
Effective July 1, 2019
(34 years)

Deborah Santo, Elementary
Effective July 1, 2019
(32 years)

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

Andromache Agramonte, World Language
Effective March 27, 2019 to May 1, 2019
(High School)

**T-3 LEAVE OF ABSENCE (unpaid)
(Pursuant to the Family Medical Leave Act of 1993-
12-week continuous medical coverage)**

Christine Labbate-Mandra, Psychologist
Effective March 14, 2019 to April 1, 2019
(Paul J. Bellew)

TEACHERS, continued

T-4 **REGULAR SUBSTITUTE**

Erin Barto, Psychologist
Effective March 13, 2019 to June 30, 2019
(High School; Step 1A+; replacing Robyn Southard {LoA})

CIVIL SERVICE

CL-1 **RETIREMENT**

Jamie Storoshenko, Bus Driver
Effective December 22, 2018
(22 years)

CL-2 **TERMINATION**

Samantha Sforza, Bio-technology Aide
Effective March 15, 2019
(High School)

CL-3 **SUBSTITUTE CLERICAL** (\$12.00/hr)

Christine Rosati, effective March 15, 2019

CL-4 **SUBSTITUTE GUARD**

*Troy Burchard, effective March 15, 2019 (\$21.69/hr)

OTHER

SPRING 2019 MIDDLE SCHOOL COACHES

BASEBALL

Richard Zec, Udall Volunteer

GIRLS LACROSSE

Daniel Formichelli, Assistant Beach Coach
(replacing Toniann Riportella; approved at the 12/13/2018 BoE meeting)

SUBSTITUTE TEACHING ASSISTANT (\$85 per diem)

Krista Donnelly, effective March 15, 2019

**Conditional pending fingerprinting clearance*

BAY SHORE UNION FREE SCHOOL DISTRICT
Business Office
75 West Perkal Street
Bay Shore, NY 11706
(631) 968-1104

To: Business Office
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795

Invoice: HS18/19
Date: 02/07/19

2018/19 Health Services for 22 West Islip student(s) attending
non-public schools in Bay Shore @ \$816.10 per student =

\$17,954.20

Please make checks payable to: Bay Shore UFSD
Original

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this 19th day of December, 2018 by and between the BOARD OF EDUCATION OF THE BAY SHORE UNION FREE SCHOOL DISTRICT ("BAY SHORE"), as the party of the first part, having its principal place of business at 75 West Perkal Street, Bay Shore, New York 11706 and the BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT ("WEST ISLIP") as the party of the second part, having its principal place of business at 100 Sherman Avenue, West Islip, New York, 11795.

WITNESSETH

WHEREAS, the WEST ISLIP School District has been duly empowered by the provision of Section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in the WEST ISLIP School District and attending non-public schools in the Bay Shore Union Free School District;

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

1. This Agreement shall take effect on the 19th day of December, 2018 for the period of July 1, 2018 through June 30, 2019, and terminate on June 30, 2019, unless terminated earlier in accordance with the terms set forth herein.
2. If requested by a non-public school located within BAY SHORE, BAY SHORE shall provide health and welfare services to the pupils who attend such non-public school and who reside within the WEST ISLIP School District. The health and welfare services provided by BAY SHORE shall be consistent with the services available to students attending public schools within the BAY SHORE UNION FREE SCHOOL DISTRICT; and may include, but are not limited to:
 - a. Nurse Services
 - b. Physician/Dental Services
 - c. School Speech Correction Services
 - d. School Psychological Services
 - e. School Social Work Services
 - f. Examinations for Participants in Athletics
 - g. Notification of Parents Regarding Defect and Follow-Up
 - h. Vision and Hearing Tests
 - i. First Aid Supplies and Health Record Forms
 - j. Provision of Medical Equipment Required by School Nurse/Physician

BAY SHORE shall be responsible for the cost of the equipment to be used in providing such services. It is expressly understood and agreed between the parties that BAY SHORE may not provide such services to pupils attending non-

public schools that are not available to the public school students enrolled in BAY SHORE UNION FREE SCHOOL DISTRICT; and the services to be provided pursuant to this Agreement shall not include any teaching services. BAY SHORE shall make its personnel available to WEST ISLIP for participation in District Child Study, 504 Team and Committee on Special Education meetings, as appropriate. WEST ISLIP shall notify BAY SHORE of the need for its presence at these meetings no later than twenty-one (21) days before the date of the meeting. Copies of all observation and testing reports prepared in connection with this Agreement shall be furnished to WEST ISLIP upon request.

3. BAY SHORE warrants that the health care services will be provided by licensed health care providers. BAY SHORE further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable. BAY SHORE further represents that such health care services will be in accord with all pertinent provisions of Federal, State, and local statutes, rules, and regulations, including, section 912 of the Education Law, and the student's IEP, if applicable. BAY SHORE shall certify that all health care providers possess documentation evidencing such license qualifications as required by Federal, State, or local statutes, rules, regulations, and orders.
4. BAY SHORE understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local statutes, rules and ordinances, with respect to the services herein described.
5. In full consideration for the services to be rendered by BAY SHORE to WEST ISLIP for the period of this Agreement, upon presentation of an invoice by BAY SHORE evidencing the allocation of such costs in accordance with the terms set forth herein, WEST ISLIP will pay BAY SHORE at the rate of \$816.10 per student for the period July 2018 through June 2019.
6. BAY SHORE shall immediately notify the WEST ISLIP School District if a student is no longer receiving the services as described herein. Upon such notification, payment for students removed shall be pro-rated for the period of time services were provided to the student.
7. WEST ISLIP shall obtain whatever releases or other legal documents that are necessary in order that BAY SHORE may render full and complete performance of the obligations set forth in this Agreement. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on WEST ISLIP.
8. WEST ISLIP agrees to provide the State access to all relevant records which the State requires to determine either BAY SHORE's or WEST ISLIP's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. WEST ISLIP agrees to retain all materials and

records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for such materials and records.


9. Both parties to this Agreement understand that they may receive and or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
10. Both parties to this agreement, their employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information and they 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. It is further agreed that any information received by the parties, their employees and/or agents in connection with this Agreement, which concerns the personal, financial, or other affairs of their employees, agents, clients and/or students will be treated by the parties, their employees and agents in full confidence and will not be revealed to any other persons, firms or organizations. 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").
11. This Agreement may be terminated by either party to the other party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and BAY SHORE will undertake no additional expenditures not already provided. Upon such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to must be completed by BAY SHORE, its employees, and/or agents within thirty (30) days of the termination date.
12. 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.
13. All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:

Bay Shore Union Free School District
75 West Perkal Street
Bay Shore, NY 11706

West Islip Union Free School District
100 Sherman Avenue
West Islip, NY 11795

14. The parties shall not assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the non-assigning party
15. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Agreement shall remain in full force and effect.
16. This Agreement constitutes the full and complete Agreement between BAY SHORE AND WEST ISLIP, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.
17. The undersigned representative of WEST ISLIP hereby represents and warrants that the undersigned is an officer, director, or agent of WEST ISLIP with full legal rights, power, and authority to enter into this Agreement on behalf of WEST ISLIP and bind WEST ISLIP with respect to the obligations enforceable against WEST ISLIP in accordance with terms.
18. The undersigned representative of BAY SHORE hereby represents and warrants that the undersigned is an officer, director, or agent of BAY SHORE with full legal rights, power, and authority to enter into this Agreement on behalf of BAY SHORE and bind BAY SHORE with respect to the obligations enforceable against BAY SHORE in accordance with terms.
19. This Agreement is subject to approval by the Board of Education, by resolution duly approved.

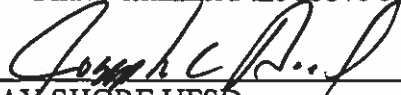
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first set forth above.

By: 
 BAY SHORE UFSD
 Printed Name: *Guy Leggio*
 Title: *Board of Education President*
 Date: *12/19/18*

By: _____
 West Islip UFSD
 Printed Name: _____
 Title: _____
 Date: _____

APPROVAL OF SUPERINTENDENT

I have examined the above contract and hereby approve the same.

By: 
 BAY SHORE UFSD
 Printed Name: *Joseph C. Bond*
 Date: *12/19/18*

By: _____
 West Islip UFSD
 Printed Name: _____
 Date: _____

Issue Date
02/14/2019

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

Invoice Number
186-19A



INVOICE

Due Date: 03/01/2019

Issued To:
WEST ISLIP SD ATTN: BUSINESS OFFICE 100 SHERMAN AVE WEST ISLIP, NY 11795
617110

Item Number	Item Description	Amount
	2018/2019 HEALTH AND WELFARE SERVICES	
		2,005.74
	0 Student(s) attending Harbor Country Day School	
	0 Student(s) attending Sts. Philip & James School	
	0 Student(s) attending St. Patrick's School	
	2 Student(s) attending Smithtown Christian School	
	(as per attached)	
	2.0000 @ 1,002.8700 per STUDENT	
Invoice Total		2,005.74

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

Original

HEALTH AND WELFARE SERVICES AGREEMENT

THIS AGREEMENT dated as of January 23, 2019, by and between the SMITHTOWN CENTRAL SCHOOL DISTRICT (hereinafter referred to as "SMITHTOWN") having its administrative offices at 26 New York Avenue, Smithtown, NY 11787, and the WEST ISLIP UNION FREE SCHOOL DISTRICT ("hereinafter referred to as the "SCHOOL DISTRICT RECEIVING SERVICES") having its administrative offices at 100 SHERMAN AVENUE, WEST ISLIP, NY 11795.

WHEREAS, the school districts who are the parties to this Agreement are duly empowered by Education Law § 912 to enter into a contract for the purpose of providing and/or receiving health and welfare services (collectively, the "Services");

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, the parties hereby incorporate the above statements into the body of this Agreement as if fully set forth therein and hereby agree as follows:

1. DEFINITIONS: For the purposes of this Agreement,
 - a. "SCHOOL DISTRICT PROVIDING SERVICES" or "SMITHTOWN" means the School District in which the nonpublic school requesting the Services is located.
 - b. "SCHOOL DISTRICT RECEIVING SERVICES" means the School District that is contracting for the Services for its resident students who attend a nonpublic school located within the boundaries of the Smithtown Central School District.
2. This Agreement is for the Services provided from September 1, 2018 to June 30, 2019, unless this Agreement is terminated earlier as herein provided.
3. If requested by a nonpublic school located within the boundaries of the Smithtown Central School District, SMITHTOWN will provide health and welfare services to the pupils who attend the nonpublic school equivalent to the health and welfare services that it provides to the public school students enrolled in SMITHTOWN. These requested services will consist of, but not be limited to, the following:
 - a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker or school speech therapist;*
 - b. dental prophylaxis;
 - c. vision and hearing screening examinations;
 - d. the taking of medical histories and the administration of health screening tests;
 - e. the maintenance of cumulative health records; and
 - f. the administration of emergency care programs for ill or injured students.

* School psychological and speech correction services may be rendered on nonpublic school premises only to the extent that the services are *diagnostic* in nature. To the extent that the services of a school psychologist or school speech language pathologist are therapeutic or remedial in nature, they may be rendered to a student attending a nonpublic school only on a religiously neutral site. A religiously neutral site may be, but is not limited to, a public school, a mobile unit or some other public location.

SMITHTOWN will make its personnel available to the SCHOOL DISTRICT RECEIVING SERVICES for participation in District Child Study, 504 Team and Committee on Special Education meetings, as appropriate. The SCHOOL DISTRICT RECEIVING SERVICES must notify SMITHTOWN of the need for its presence at these meetings within a reasonable time prior to the date of the meeting. Copies of all reports, testing and observation reports prepared in connection with this Agreement will be furnished to the SCHOOL DISTRICT RECEIVING SERVICES upon request.

It is expressly understood and agreed between the parties that: (1) SMITHTOWN may not provide the Services to pupils attending nonpublic schools that are not available to the public school students enrolled in SMITHTOWN's schools; and (2) the services to be provided pursuant to this Agreement will not include any teaching service.

4. SMITHTOWN warrants that the Services: (1) will be provided by licensed health and welfare providers; (2) will be performed by healthcare providers that are licensed pursuant to the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable; and (3) will be in accord with all pertinent provisions of federal, State, and local statutes, rules and regulations, including Section 912 of the Education Law and the student's Individualized Education Plan ("IEP"), if applicable. SMITHTOWN will certify that all healthcare providers possess documentation evidencing the license qualifications as required by federal, State, or local statutes, rules, regulations and orders.

5. SMITHTOWN understands and agrees that it will comply with and is responsible for complying with all applicable federal, State, and local statutes, rules and ordinances, with respect to the services herein described.

6. The SCHOOL DISTRICT RECEIVING SERVICES will compensate SMITHTOWN at the rate of \$1,002.87 per student for the 2018-2019 school year. The SCHOOL DISTRICT RECEIVING SERVICES will pay SMITHTOWN within 60 calendar days of the SCHOOL DISTRICT RECEIVING SERVICES' receipt of an invoice from SMITHTOWN.

7. The SCHOOL DISTRICT RECEIVING SERVICES must obtain whatever releases or other legal documents are necessary for SMITHTOWN to render full and complete performance of the obligations set forth in this Agreement.

8. Both parties to this Agreement agree to provide the State access to all relevant records which the State requires to determine either SMITHTOWN's or the SCHOOL DISTRICT RECEIVING SERVICES' compliance with applicable federal or State statutes or regulations which regulate either the execution of the Agreement or the performance of obligations pursuant to the Agreement. Both parties further agree to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for the materials and records.

9. Both parties to this Agreement understand that they may receive or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and must comply with HIPAA, if applicable.

10. Neither SMITHTOWN nor the SCHOOL DISTRICT RECEIVING SERVICES will use or disclose any information concerning the Services pursuant to this Agreement for any purpose which is prohibited by federal or State statutes and/or regulations. Both parties to this Agreement must comply with all state, federal, and local laws, regulations, rules and requirements related to the confidentiality of records and data security and privacy.

11. To the fullest extent covered by law, each party indemnifies and holds harmless the other party from all liabilities and damages, including attorneys' fees, arising from a party's own negligence pursuant to this Agreement.

12. This Agreement may be terminated by either party upon 30 calendar days written notice to the other party in accordance with the Education Law. In the event of termination, the parties will adjust the accounts due and SMITHTOWN will undertake no additional expenditures not already provided.

13. Services provided pursuant to this Agreement will be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability or sponsorship.

14. Any notices required or permitted to be given pursuant to the terms of this Agreement must be made in writing and either personally delivered or sent by registered or certified mail or by nationally recognized courier service. Notice will be deemed given on the date of delivery or upon receipt. Notice must be delivered or mailed to the parties at the following addresses:

SMITHTOWN CENTRAL SCHOOL DISTRICT
26 NEW YORK AVENUE
SMITHTOWN, NEW YORK 11787
Attention: Business Office

WEST ISLIP UNION FREE SCHOOL DISTRICT
100 SHERMAN AVENUE
WEST ISLIP, NY 11795
Attention: Business Office

15. The parties will not assign, transfer or convey any of their respective rights or obligations pursuant to this Agreement without the prior written consent of the non-assigning party.

16. This Agreement is subject to, governed by, enforced according to and construed according to the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

17. This Agreement contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations, written or oral, by and between the parties. This Agreement may not be changed orally, but only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a

waiver of any subsequent or succeeding breach.

18. The undersigned representative of the SCHOOL DISTRICT RECEIVING SERVICES hereby represents and warrants that the undersigned is an officer, director, or agent of the SCHOOL DISTRICT RECEIVING SERVICES with full legal rights, power, and authority to enter into this Agreement on behalf of the SCHOOL DISTRICT RECEIVING SERVICES and bind the SCHOOL DISTRICT RECEIVING SERVICES with respect to the obligations enforceable against the SCHOOL DISTRICT RECEIVING SERVICES in accordance with its terms.

19. The undersigned representative of SMITHTOWN hereby represents and warrants that the undersigned is an officer, director, or agent of SMITHTOWN with full legal rights, power, and authority to enter into this Agreement on behalf of SMITHTOWN and bind SMITHTOWN with respect to the obligations enforceable against SMITHTOWN in accordance with its terms.

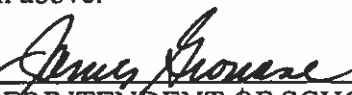
20. This Agreement is subject to approval by each party's Board of Education, by resolution duly approved.

21. There are no third-party beneficiaries of or in this Agreement.

22. This is a negotiated Agreement. It will not be construed against any party by reason of this Agreement being prepared by that party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

23. It is mutually agreed that this Agreement will not become valid and binding upon either party until the Agreement is approved by the Superintendent of the SCHOOL DISTRICT RECEIVING SERVICES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first set forth above.

By:  Date: 2/2/19
SUPERINTENDENT OF SCHOOLS
SMITHTOWN CENTRAL SCHOOL DISTRICT

By:  Date: 2/12/19
BOARD OF EDUCATION
SMITHTOWN CENTRAL SCHOOL DISTRICT

By: _____ Date: _____
SUPERINTENDENT OF SCHOOLS
WEST ISLIP UNION FREE SCHOOL DISTRICT

By: _____ Date: _____
BOARD OF EDUCATION
WEST ISLIP UNION FREE SCHOOL DISTRICT

Issue Date

02/21/2019

Syosset Central School District
 99 Pell Lane
 Syosset, NY 11791

Invoice Number

102-19A

INVOICE

Issued To:

West Islip UFSD
 Administrative Offices
 100 Sherman Ave
 West Islip, NY 11795

ADMIN

Item Number	Item Description	Amount
HEALTH-OLMA	HEALTH SERVICES FOR STUDENT(S) ATTENDING OUR LADY OF MERCY ACADEMY IN SYOSSET, NY DURING THE 2018-19 SCHOOL YEAR. 2.0000 @ 985.7500 per Year	1,971.50
HEALTH-ST ED	HEALTH SERVICES FOR STUDENT(S) ATTENDING ST. EDWARD THE CONFESSOR SCHOOL IN SYOSSET, NY DURING THE 2018-19 SCHOOL YEAR. 2.0000 @ 985.7500 per Year	1,971.50
Invoice Total		3,943.00

Original

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 11th day of February 2019 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, 2018 through June 30, 2019 inclusive, unless terminated early as provided for in this Agreement, and as authorized by law.

B. SERVICES AND RESPONSIBILITIES:

1. 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.
7. 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.
8. 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

1. In exchange for the provision of health and welfare services pursuant to this Agreement, WEST ISLIP agrees to pay SYOSSET the sum of \$985.75 per eligible pupil for the 2018 - 2019 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.
2. 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. MISCELLANEOUS

1. **Termination:** this Agreement may only be terminated in accordance with applicable Law.
2. **Defense / Indemnification:**
 - 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.
3. **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
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
4. **Assignment:** It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. **No Waiver:** 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. **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.
7. **Governing Law:** 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.

February 11, 2019

8. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
9. Entire Agreement: 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. Amendment: 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.

WEST ISLIP PUBLIC SCHOOL DISTRICT

Superintendent of Schools

WEST ISLIP PUBLIC
SCHOOL DISTRICT

SYOSSET CENTRAL SCHOOL DISTRICT,

President, Board of Education



President, Board of Education

Dr. Patricia M. Rufo
Assistant Superintendent
for Business

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, 2018 from R.S. Abrams & Co., LLP.

WI

West Islip Public Schools
The Michael & Christine Freyer Administration Building
100 Sherman Avenue • West Islip, New York 11795

West Islip Union Free School District

Adoption of the State of New York Deferred
Compensation Plan

WHEREAS, the West Islip Union Free School District wishes to adopt the Deferred Compensation Plan for Employees of the State of New York and Other Participating Public Jurisdictions (the "Plan") for the voluntary participation of all eligible employees; and

WHEREAS, the West Islip Union Free School District is a local public employer eligible to adopt the Plan pursuant to Section 5 of the State Finance Law;• and

WHEREAS, the West Islip Union Free School District has reviewed the Plan established in accordance with Section 457 of the Internal Revenue Code and Section 5 of the State Finance Law of the State of New York; and

WHEREAS, the purpose of the Plan is to encourage employees to make and continue careers with the West Islip Union Free School District by providing eligible employees with a convenient and tax- favored method of saving on a regular and long-term basis and thereby provide for their retirement;

"A local public employer eligible to adopt the Plan pursuant to Section 5 of the State Finance Law includes: a county, city, town, village or other political subdivision as defined in Section 131 of the retirement and Social Security law or civil division of the State; a school district or other governmental entity operating a public school, college, or university; a public improvement or special district, a public authority, commission, or public benefit corporation; or any other public corporation, agency or instrumentality or unit of government which exercises governmental powers under the laws of the State.

NOW, THEREFORE, it is hereby:

RESOLVED, that the West Islip Union Free School District hereby adopts the Plan for the voluntary participation of all eligible employees; and it is further

RESOLVED, that the appropriate officials of the West Islip Union Free School District are hereby authorized to take such actions and enter such agreements as are required or necessary for the adoption, implementation, and maintenance of the Plan; and it is further

RESOLVED, that the Administrative Services Agency is hereby authorized to file copies of these resolutions and other required documents with the President of the State of New York Civil Service Commission.

Adopted the 14 day of March, 2019, at a meeting of the
Board of Education

I hereby certify that the West Islip Union Free School District is a local public employer within the meaning of Section 5 of the State Finance Law and that the adoption of the Plan has received all required approvals of any local governing body or officer and otherwise complies with local law.

Witnesseth by:

West Islip Union Free School District

By:

Consent of the Deferred
Compensation Board of the
State of New York to Local
Public Employer's
Participation

By: _____



West Islip Public Schools
Brian Taylor
Director of Science K-12 and Engineering Technology

AGENDA ITEM XI. D)
BUSINESS ITEMS
RM 3/14/2019

To: Elisa Pellati
From: Brian Taylor
Date: February 27, 2019
Re: Obsolete Items

Below please find a list of items that I am asking the Board of Education to find obsolete, due to the reasons listed with each item.

- (145) *Exploring Physical Science*, Prentice Hall, ISBN 0-13-418716-4 (no longer in use) (Udall Rd.)
- (151) *Explorer Life Science*, Prentice Hall Science, ISBN 0-13-062643-0 (no longer in use) (Udall Rd.)
- (2) Wards Model microscopes (no longer operable) (High School)
- (2) Bausch & Lomb microscopes (no longer operable) (High School)
- (4) Unknown brand microscopes (no longer operable) (High School)
- (2) Clay Adams Centrifuges (no longer operable) (High School)
- (8) Hanna Instruments Checker pocket sized pH meter with replaceable electrode (replaced with PASCO probes) (High School)
- (1) Sargent Welch pH electrode S-30076-42 (replaced with PASCO probes) (High School)
- (1) Electrotechnic products Spectrum tube model SP200 (no longer operable) (High School)

If you have any questions or concerns, please let me know.

Cc: Dr. Anne Rullan

“Learning is our work.”

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

AGENDA ITEM XI. E)
 BUSINESS ITEMS
 RM 3/14/2019
 SED No. 58-05-09-03-0-

Project Manager, Bruce Jesiolowski

PROJECT: West Islip UFSD
 (name, address) Phase 3 Bond Work at
 Beach St. Middle School

CHANGE ORDER NUMBER: 1

DATE: February 8, 2019

TO CONTRACTOR: Milcon Construction Corp.
 (name, address) 142 Dale Street
 West Babylon, NY 11704

ARCHITECT'S PROJECT NO.: 16-380b

CONTRACT DATE: April 20, 2018

CONTRACT FOR: Roof Replacement @
 Beach St. MS (GC-4)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

1. Owner Request. District requests a credit for the unused 'Lump Sum' Allowance. Deduct.. (\$20,625.42)
 2. Owner Request. District requests a credit for the full amount of the unused 'Roof Deck Replacement' Allowance. Deduct..... (\$15,000.00)
- Total Deduct Cost..... (\$35,625.42)

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 1,263,300.00
 Net change by previously authorized Change Orders \$ 0.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 1,263,300.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)
 (~~unchanged~~) by this Change Order in the amount of \$ (35,625.42)
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be \$ 1,227,674.58
 The Contract Time will be (~~increased~~) (~~decreased~~) (~~unchanged~~) by zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

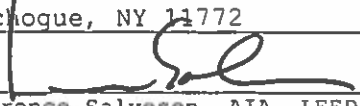
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.


BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC

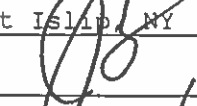
Burton Behrendt & Smith, PC
 ARCHITECT
 244 E. Main Street
 Address
 Patchogue, NY 11772

Milcon Construction Corp.
 CONTRACTOR
 142 Dale Street
 Address
 West Babylon, NY 11704

West Islip UFSD
 OWNER
 100 Sherman Avenue
 Address
 West Islip, NY 11795

By 
 Lawrence Salvesen, AIA, LEED AP
 Date 2-8-19
 (631) 475-0349

By 
 Scott Miller
 Date 2-12-19
 631-756-9530

By 
 Date 2/25/19
 631-893-3200

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

SED No. 58-05-09-03-0-007-018

Project Manager, Bruce Jesiolowski

PROJECT: West Islip UFSD
 (name, address) Phase 3 Bond Work at
 Udall Rd. Middle School

CHANGE ORDER NUMBER: 1

DATE: February 8, 2019

TO CONTRACTOR: Milcon Construction Corp.
 (name, address) 142 Dale Street
 West Babylon, NY 11704

ARCHITECT'S PROJECT NO.: 16-380c

CONTRACT DATE: April 20, 2018

CONTRACT FOR: Roof Replacement @
 Udall Rd. MS (GC-4)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

1. Owner Request. District requests a credit for the unused 'Lump Sum' Allowance. Deduct ..
 (\$13,802.49)
 2. Owner Request. District requests a credit for the full amount of the unused 'Roof Deck
 Replacement' Allowance. Deduct (\$15,000.00)
- Total Deduct Cost (\$28,802.49)**

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 1,783,700.00
 Net change by previously authorized Change Orders..... \$ 0.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was..... \$ 1,783,700.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increase~~) (~~decrease~~)
~~unchanged~~ by this Change Order in the amount of..... \$ (28,802.49)
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be..... \$ 1,754,897.51
 The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

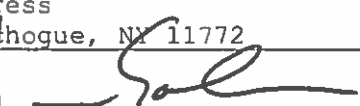
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

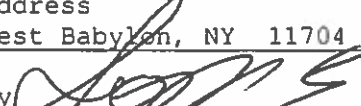
BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC

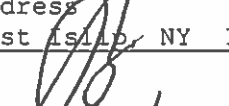
Burton Behrendt & Smith, PC
 ARCHITECT
 244 E. Main Street
 Address
 Patchogue, NY 11772

Milcon Construction Corp.
 CONTRACTOR
 142 Dale Street
 Address
 West Babylon, NY 11704

West Islip UFSD
 OWNER
 100 Sherman Avenue
 Address
 West Islip, NY 11795

By 
 Lawrence Salvesen, AIA, LEED AP
 Date 2-8-19
 (631) 475-0349

By 
 Scott Miller
 Date 2-12-19
 631-756-9530

By 
 Bruce Jesiolowski
 Date 2/25/19
 631-896-3200

CONSULTANT SERVICES CONTRACT

AGENDA ITEM XI F)
BUSINESS ITEMS
RM 3/14/2019

This Agreement is entered into this 1st day of July, 2018, by and between the Board of Education of the West Islip 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, and Richard Madison Associates (hereinafter the "CONSULTANT"), having a principal mailing address of 3 Neptune Road, Suite A 19B, Poughkeepsie, New York 12601.

A. TERM

1. The term of this Agreement shall be from July 1, 2018 through June 30, 2019, 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 Contractor, 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. Defense / Indemnification
 - a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, 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. DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, 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.

5. District agrees not to hire a nurse referred by Horizon Healthcare Staffing within one year of the referral without written permission from Horizon.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

PHYSICAL THERAPY SERVICES AS PER ATTACHED RATE SHEET

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 Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof by providing copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement, and any other license or certification applicable.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) 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.

2. Compensation shall be as per attached **Rate Sheet**.

E. INSURANCE

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. CONSULTANT shall provide the DISTRICT will a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

F. 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.
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.

G. SUCCESSORS AND ASSIGNS

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

H. 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.

I. 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.

J. GOVERNING LAW

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.

K. ENTIRE AGREEMENT

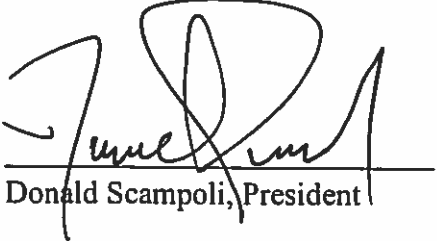
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

Richard Madison Associates

West Islip Union Free School District

BY:


Donald Scampoli, President

BY:

President, Board of Education

RICHARD MADISON

February 11, 2019

West Islip Public Schools
Freyer Administration Building
100 Sherman Avenue
West Islip, New York 11795

Ms. Pontillo,
Please find below our rates for Pediatric services.

Physical Therapy: \$127.00 Per Hour
Physical Therapy Assistant \$100.00 per hour

Occupational Therapy \$120.00 Per Hour
Occupational Therapy Assistant \$ 95.00 Per Hour

Speech/Language Pathology \$135.00 Per Hour

If I can be of any further service, please do not hesitate to phone 914 816 8969 ext 101

Donald Scampoli MSed
President
Richard Madison Associates
Dscampoli@rmatherapy.com



**Supplemental Agreement between the
WEST ISLIP UNION FREE SCHOOL DISTRICT**

and

RICHARD MADISON ASSOCIATES

Supplemental Agreement dated this 1st day of July, 2018 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Richard Madison Associates** (the "Contractor") located at 3 Neptune Road, Suite A 19B, Poughkeepsie, New York 12601.

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

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

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

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d.
 - a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c), and in reference to the party to this Agreement shall mean the WEST ISLIP UNION FREE SCHOOL DISTRICT.
 - b. "Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean the **Richard Madison Associates**.
 - c. "Student" means any person attending or seeking to enroll in an Educational Agency.
 - d. "Student Data" means Personally Identifiable Information of a "Student."
 - e. "Eligible Student" means a Student who is eighteen years or older.

f. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.

g. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.

h. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.

i. "Teacher or Principal Data" means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.

j. "Personally Identifiable Information" shall have the following meanings:

i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)

ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.

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

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

b. 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.

c. 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.

d. 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 Services
New York State Education Department, Room 863 EBA
89 Washington Avenue
Albany, NY 12234

- e. 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
l.disibio@wi.k12.ny.us

- f. "Supplemental information" for each contract into which the District enters with a third party who receives student data or teacher or principal data shall:
- i. state the exclusive purposes for which the student data or teacher or principal data will be used;
 - ii. 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;
 - iii. stipulate when the agreement expires and what will happen to the student data or teacher or principal data upon expiration of the agreement;
 - iv. 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
 - v. 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), the District has developed the following "supplemental information" for the Agreement with the Contractor:

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the exclusive purpose(s) of performing Contractor's obligations under this Agreement.

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

c. When the Agreement terminates between the District and the Contractor, the Contractor shall return such data to the District or if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form in a manner agreeable to the district.

d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District.”

e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: *[Insert the manner in which Student Data and/or Principal or Teacher Data will be stored, and the security procedures that will be taken to ensure that the Data will be protected, including whether the data will be encrypted.]*

All student files/records are kept in a locked file cabinet in a locked office. The office is located in a secure locked building

4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors 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 Contractor hereby agrees that it shall:

a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;

b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;

c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:

i. Without the prior written consent of the Parent or Eligible Student; or

ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.

d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;

6. Breach and unauthorized release of Personally Identifiable Information:

a. In accordance with Education Law §2-d(6), the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.

b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.

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

7. Miscellaneous:

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

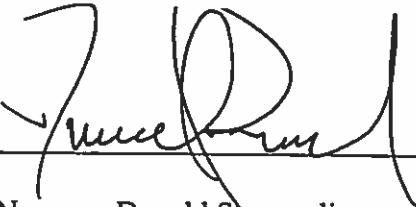
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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

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

RICHARD MADISON ASSOCIATES

WEST ISLIP UFSD

By: 

By: _____

Print Name: Donald Scampoli

Print Name: _____

Title: President

Title: President, Board of Education

Date: 2/27/15

Date: _____

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

AGENDA ITEM XII. A)
PRESIDENT'S REPORT
RM 3/14/2019

NOTICE IS HEREBY GIVEN, that a Public Hearing of the qualified voters of the West Islip Union Free School District, Town of Islip, Suffolk County, New York, will be held in the Beach Street Middle School, in said district on Thursday, May 9, 2019 at 7:00 PM, prevailing time, for the transaction of business as authorized by the Education Law, including the following items:

1. To present to the voters a detailed statement (proposed budget) of the amount of money which will be required for the 2019-2020 fiscal year.
2. To discuss all the items hereinafter set forth to be voted upon by voting machines at the Budget Vote and Election to be held on Tuesday, May 21, 2019.
3. To transact such other business as may properly come before the meeting pursuant to Education Law of the State of New York and acts amendatory thereto.

AND FURTHER NOTICE IS HEREBY GIVEN that a copy of the statement of the amount of money which will be required to fund the School District's budget for 2019-2020, exclusive of public moneys, may be obtained by any resident of the District beginning Monday, April 29, 2019 between the hours of 8:00 AM – 4:00 PM, prevailing time, except Saturday, Sunday or holidays at the Office of the District Clerk, 100 Sherman Avenue, West Islip, NY 11795, at the West Islip Public Library and on the District's internet website.

AND FURTHER NOTICE IS HEREBY GIVEN, that said Budget Vote and Election will be held on Tuesday, May 21, 2019, in the West Islip High School, between the hours of 7:00 AM – 9:00 PM, prevailing time, at which time the polls will be opened to vote by voting machine upon the following items:

1. To adopt the annual budget of the School District for the fiscal year 2019-2020 and to authorize the requisite portion thereof to be raised by taxation on the taxable property of the District.

2. Establishment of General Capital Reserve Fund

SHALL the Board of Education, pursuant to Education Law section 3651, be authorized to establish a Capital Reserve Fund known as the "General Capital Reserve Fund" for the purpose of performing the following capital improvements: instructional and non-instructional space improvements/renovations/upgrades, including but not limited to classroom improvements/renovations/upgrades and/or additions to existing facilities, auditorium renovations, gymnasium renovations, cafeteria renovations, library/multi media center renovations, exterior renovations/reconstruction, computer/technology upgrades, security system upgrades, plumbing improvements/renovations/upgrades, electrical improvements/renovations/ upgrades, HVAC improvements/renovations/upgrades, energy efficiency improvements/ renovation/upgrades, including the installation of solar power, improvements/ renovations/upgrades, renovations required for compliance with ADA requirements, vocational and career preparation renovations, portable classroom replacement and/or purchase, roof/gutter/leader replacement, window replacement, masonry/concrete replacement, interior and exterior door/entry ways replacement, toilet room renovations, lighting upgrades, floor replacement, wall replacement, boiler replacements, elevators, carpentry renovations, purchase of buildings/ land, site renovations/reconstruction, press box/dugout/ field house improvements/ renovations/ upgrades, bleacher improvements/renovations/upgrades, upgrades of signs, athletic field renovations/reconstruction, playground renovations, lockers/locker room renovations, public address/clock system replacement, sound system

upgrades, telephone system upgrades, hazardous material remediation, storage space renovations, furnishings and equipment, including the purchase of vehicles, all of the foregoing to include all labor, materials, equipment, apparatus and incidental cost related thereto.

The maximum amount of the aforesaid General Capital Reserve Fund shall be \$20,000,000, plus investment income. The probable term is to be 10 years; the funds are to be transferred from surplus monies, if any, remaining in the general fund including a sum not to exceed \$2,000,000 from the 2018-2019 budget and thereafter in an annual amount of not more than \$2,000,000 for each remaining year of the probable term. Upon the establishment and funding of said reserve, the Superintendent of Schools or his/her designee shall be directed to deposit monies of this reserve fund in a separate bank account to be known as the "General Capital Reserve Fund."

3. Voter Registration Proposition

Shall the District Clerk of the West Islip Union Free School District be authorized to conduct the registration of voters between the hours of 8:00 a.m. and 4:00 p.m. when school is in session at the office of the District Clerk in accordance with Education Law §2014(2)?

4. To elect three (3) members of the Board of Education for a three-year term commencing July 1, 2019, and expiring on June 30, 2022, to fill the positions held by Annmarie LaRosa, Scott Brady and Kevin O'Connor, whose terms expire on June 30, 2019.

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

AND FURTHER NOTICE IS HEREBY GIVEN, that petitions nominating candidates for the office of member of the Board of Education shall be filed with the Clerk of said School District at her office in the Administrative Office at 100 Sherman Avenue, West Islip, NY 11795, not later than April 22, 2019, between 9:00 AM and 5:00 PM, prevailing time. Each petition shall be directed to the Clerk of the District; must be signed by at least forty-four qualified voters of the District (representing 2% of the number of voters who voted in the previous annual election); Vacancies on the Board of Education are not considered separate, specific offices; candidates run at large. Nominating petitions shall not describe any specific vacancy upon the Board for which the candidate is nominated.

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

The Board of Registration will meet for the purpose of registering all qualified voters of the District pursuant to Section 2014 of the Education Law on Tuesday, May 7, 2019 at the Beach Street Middle School Lobby

The Board of Registration will meet for the purpose of registering all qualified voters of the District pursuant to Section 2014 of the Education Law on Tuesday, May 7, 2019 at the Beach Street Middle School Lobby between the hours of 2:00 PM – 8:00 PM, prevailing time, to add any additional names to the Register to be used at the aforesaid election, at which time any person will be entitled to have his or her name placed on such Register provided that at such meeting of said Board of Registration he or she is known or proven to the satisfaction of such Board of Registration to be then or thereafter entitled to vote at such election for which the Register is prepared. The Register so prepared pursuant to Section 2014 of the Education Law will be filed in the Office of the District Clerk, 100 Sherman Avenue, West Islip, NY 11795, and will be open for inspection by any qualified voter of the District beginning on Thursday, May 16, 2019, on each day prior to the day set for the election, except Sunday, on Mondays through Fridays between the hours of 8:00 AM – 4:00 PM, prevailing time, and on Saturday, May 18, 2019 by prearranged appointment only between the hours of 10:00 AM and 1:30 PM, and at the polling place(s) on the day of the vote.

AND FURTHER NOTICE IS HEREBY GIVEN, that pursuant to Section 2014 of the Education Law of the State of New York, the Board of Registration will meet on Tuesday, May 21, 2019, between the hours of 7:00 AM – 9:00 PM, prevailing time, at the West Islip High School, to prepare the Register of the School District to be used at the Budget Vote and Election to be held in 2020, and any special district meeting that may be held after the preparation of said Register, at which time any person will be entitled to have his or her name placed on such Register provided that at such meeting of said Board of Registration he or she is known or proven to the satisfaction of such Board of Registration to be then or thereafter entitled to vote at the school election for which said Register is prepared, or any special district meeting held after May 21, 2019.

AND FURTHER NOTICE IS HEREBY GIVEN, that applications for absentee ballots will be obtainable during school business hours from the District Clerk beginning Monday, April 15, 2019; completed applications must be received by the District Clerk at least seven (7) days before the election, May 14, 2019, if the ballot is to be mailed to the voter, or the day before the election, May 20, 2019, if the ballot is to be delivered personally to the voter. Absentee ballots must be received by the District Clerk not later than 5:00 p.m., prevailing time, on Tuesday, May 21, 2019.

A list of persons to whom absentee ballots are issued will be available for inspection to qualified voters of the District in the Office of the District Clerk on and after Thursday, May 16, 2019, on each day prior to the day set for the election, except Sunday, on Mondays through Fridays between the hours of 8:00 AM – 4:00 PM, prevailing time, on Saturday, May 18, 2019 by prearranged appointment only between the hours of 10:00 AM and 1:30 PM, and on May 21, 2019, the day set for the election. Any qualified voter then present in the polling place may object to the voting of the ballot upon appropriate grounds by making his or her challenge and the reasons therefore known to the Inspector of Election before the close of the polls.

AND FURTHER NOTICE IS HEREBY GIVEN, that pursuant to a rule adopted by the Board of Education in accordance with Section 2035 of the Education Law, any referenda or propositions to amend the budget, or otherwise to be submitted for voting at said election, must be filed with the Clerk of the Board of Education at the District Office, 100 Sherman Avenue, West Islip, NY 11795, in sufficient time to permit notice of the proposition to be included with the Notice of the Public Hearing, Budget Vote and Election required by Section 2004 of the Education Law or on or before Friday, April 22, 2019, at 4:00 PM, prevailing time; must be typed or printed in the English language; must be directed to the Clerk of the School District; must be signed by at least 220 qualified voters of the District (representing 10 percent of the number of voters who voted in the previous annual election); and must legibly state the name of each signer. However, the School Board will not entertain any petition to place before the voters any proposition the purpose of which is not within the powers of the voters to determine, which is unlawful, or any proposition which fails to include a specific appropriation where the expenditure of monies is required by the proposition, or where other valid reason exists for excluding the proposition from the ballot.

Dated: West Islip, New York February 20, 2019

By Order of the
BOARD OF EDUCATION OF THE
West Islip Union Free School District
West Islip, NY 11795
Mary Hock, District Clerk