

AGENDA



BOARD OF EDUCATION

April 8, 2021

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
April 8, 2021

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 {name and address required}. Due to restrictions on in-person attendance, residents are encouraged to submit their questions prior to the meeting at wi.officeofsuperintendent@wi.k12.ny.us or boe@wi.k12.ny.us. 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 March 23, 2021 Planning Session.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) Education Committee {4/7/2021}
 - B) Finance Committee {4/7/2021}
 - C) Buildings and Grounds Committee {4/7/2021}
 - D) Special Education Committee {4/7/2021}
- IX. **FINANCIAL MATTERS**
 - A) Treasurer's Report
- X. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Contracts/Agreements 2021-2022
 1. Milestones in Homecare, Inc. Consultant Services Contract
 2. Theralympic Speech, PLLC Consultant Services Contract
 - C) Approval of Surplus
 1. Vehicle #503 – Ford truck VIN #1FTSF31FO3EA64509
 - D) Approval of 2020-2021 Health Services Contract
 1. Bay Shore UFSD \$18,598.60
 2. Brentwood UFSD \$660.95
 - E) Approval of 2021-2022 Bid Extensions
 1. #2001 Emerald Electric and Solar, Inc.
 2. #2002 Dom's Lawn Maker, Inc.
 3. #2003 Cardinal Control Systems, Inc.
 4. #1806 Long Island Geese Control
 5. #2007 Winters Bros. Hauling of Long Island, LLC
 6. #2010 Parkway Pest Services
 - F) Approval of Resolution
 1. Donation from Christina Elefante and Janet Arnao \$1,700 → Manetuck for purchase of rock display for courtyard
- XI. **PRESIDENT'S REPORT**
 - A) Approval of the Reorganizational Meeting ~ July 6, 2021 at 7:30 p.m. at West Islip High School
 - B) Discussion of 2021-2022 Regular Meeting and Planning Session dates
 - C) Approval of WITA Lease Agreement
 - D) Approval of 2020-2021 Chief/School Physicians, revised

- XII. **SUPERINTENDENT'S REPORT**
- XIII. **NOTICES/REMINDERS**
- XIV. **OTHER ITEMS FOR BOARD MEMBERS INFORMATION**
- XV. **INVITATION TO PUBLIC** – *The public, at this time, is invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards {name and address required}. Due to restrictions on in-person attendance, residents are encouraged to submit their questions prior to the meeting at wi.officeofsuperintendent@wi.k12.ny.us or boe@wi.k12.ny.us. 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.*
- XVI. **EXECUTIVE SESSION** – *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session to consider any items for which a vote is required.*
- XVII. **CLOSING** - Adjournment

**PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
March 23, 2021**

PRESENT: Mr. Gellar, Mr. McCann, Mr. Antonello, Mr. Compitello, Mrs. LaRosa,
Mr. Tussie

ABSENT: Mr. Maginniss

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

ABSENT: None

ATTORNEY: None

Meeting called to order at 8:09 p.m.

APPROVAL OF MINUTES

Motion was made by Peter McCann, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve the minutes of the March 11, 2021 Board of Education Regular Meeting.

PERSONNEL

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHING: LEAVE OF ABSENCE (unpaid): (Pursuant to the Family Medical Leave Act of 1993 – 12 week continuous medical coverage): Sarah Willmann, World Languages, effective April 7, 2021 - April 18, 2021 (West Islip High School).

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHING: LEAVE OF ABSENCE (AMENDED) (unpaid): (Pursuant to the Family Medical Leave Act of 1993 - 12 week continuous medical coverage): Tonimarie Young, Special Education, effective December 8, 2020 - March 19, 2021 (Paul J. Bellew; change in date from December 8, 2020 – March 22, 2021).

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHING: RESIGNATION: Mary Alotta, Elementary, effective July 1, 2021 (Paul J. Bellew).

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN STATUS: Mary Cameron, Office Assistant, effective March 29, 2021 (Manetuck; change from contingent appointment).

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: William Delaney, Acting Head Custodian, effective March 24, 2021 (Paul J. Bellew; replacing J. Moran {retired}).

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT (AMENDED): Debra Massaro, Senior Office Assistant, effective June 30, 2021 (24 years; change in date from July 1, 2021).

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE CUSTODIAN (\$14.00 hr.): Joseph Falcon, effective March 24, 2021.

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE GUARD: Kenneth Johntry, effective March 24, 2021 (\$22.52/hr.); *Timothy Schmidt, effective March 24, 2021 (\$19.30/hr).

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: PERMANENT SUBSTITUTE TEACHER (\$150 per diem): Matthew Sullivan effective March 24, 2021 through June 25, 2021.

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve resolution re: Resolution (A) Joint Municipal Cooperative Bidding Program 2021-2022 (resolution in supplemental file).

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Affordable Care Act Administration Agreement 2021-2022.

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve resolution re: Ordinary Contingent Expense

Purchase of Musical Equipment for Instructional Purposes

Whereas the Board of Education of the West Islip Union Free School District has determined that the purchase of various music equipment is necessary in conjunction with the district-wide music curriculum;

Now, therefore, be it resolved, that the Board of Education hereby declares the purchase of such equipment to be an ordinary contingent expense in an amount not to exceed \$22,000 and authorizes the Assistant Superintendent of Business to fund such expenses by making the appropriate and necessary transfers between budgetary appropriation codes.

Motion was made by Peter McCann, seconded by Annmarie LaRosa 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 dated March 23, 2021 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.

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to adjourn to Executive Session at 8:14 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to adjourn to Super-Executive Session at 9:50 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 10:38 p.m. on motion by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor.

Meeting adjourned at 10:38 p.m. on motion by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor.

Respectfully submitted,



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:

OTHER

SPRING 2021 HIGH SCHOOL COACHES

BASEBALL

Shawn Rush, Varsity Coach
Richard Zeitler, Assistant Varsity Coach
Michael LaCova, J.V. Coach
Joseph LaCova, J.V. and Varsity Volunteer

SOFTBALL

Colleen Reilly, Varsity Coach
John T. Denninger, Assistant Varsity Coach
Edward Jablonski, J.V. Coach

BOYS TRACK

Jeremy Robertson, Varsity Coach
John Lavery, Assistant Varsity Coach
Daniel Fannon, Varsity Volunteer Coach

GIRLS TRACK

Nick Grieco, Varsity Coach
Vincent Melia, Assistant Varsity Coach

BOYS LACROSSE

Thomas Corcoran, Varsity Coach
Dave Rubano, Varsity Volunteer Coach
Sean McAleavey, J.V. Coach
Michael Delgado, Assistant J.V. Coach

GIRLS LACROSSE

Joseph Nicolosi, Varsity Coach
Brian Cameron, Assistant Varsity Coach
Thomas Powers, J.V. Coach
Stacy Piropato, Assistant J.V. Coach
Annelise Muscietta, J.V. Volunteer Coach

BOYS TENNIS

George Botsch, Varsity Coach
James Dooley, J.V. Coach

GIRLS GOLF

Thomas Loudon, Varsity Coach

UNIFIED BASKETBALL

Ryan Foley, Coordinator
Erin Bies-Harris, Assistant Coordinator

OTHER, continued

SPRING 2021 MIDDLE SCHOOL COACHES

BASEBALL

Kevin Osburn, 7-8 Udall Coach
Frank Franzone, 7-8 Beach Coach

SOFTBALL

Tara Annunziata, 7-8 Udall Coach
Daniel Sliwowski, 7-8 Beach Coach

BOYS TRACK

Kevin Murphy, 7-8 Udall Coach
Christopher Salerno, 7-8 Beach Coach

GIRLS TRACK

Kathryn Dranoff-Waters, 7-8 Udall Coach
Lindsay Morgan-Valentino, 7-8 Beach Coach

BOYS LACROSSE

Greg Schmalenberger, 7-8 Udall Coach
Dennis J. Coleman, Assistant Udall Coach
Sal Galasso, 7-8 Beach Coach
Anthony Pellati, Assistant Beach Coach

GIRLS LACROSSE

Kelly Weisenseel, 7-8 Udall Coach
Kristie Ferruzzi, Assistant Udall Coach
Kristen Doherty, 7-8 Beach Coach
Katherine Schweitzer, Assistant Beach Coach

BOYS & GIRLS SWIMMING

Thomas Bruder, 7-8 Udall/Beach B & G Coach
John (Jack) Luquer, Assistant Udall/Beach B & G Coach

BOYS TENNIS

JoAnne Orehosky, 7-8 Udall/Beach Coach

This Agreement is entered into this **1st** day of **July, 2021**, 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 **Milestones in Homecare, Inc.** (hereinafter the "CONSULTANT"), having a principal mailing address of 24 Roberts Street, Farmingdale, NY 11735.

A. TERM

1. 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. 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. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit costs, damages and expenses, including attorneys' fees, judgments, fines and amounts 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.

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:

NURSING SERVICES AS PER THE 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. See 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.

Milestones in Home Care, Inc.

West Islip Union Free School District

BY: Kelly Deyanti

BY: _____

Quote Sheet

2021-2022 West Islip School District Proposal

DESCRIPTION AND FEE FOR SERVICES

**Milestones In Home Care, Inc.
24 Roberts Street
Farmingdale, NY 11735
516.293-0051
www.milestonesihc.com**

**Contact: Kelly Duranti RN, MSN, DON
kd@milestonesihc.com**

RN Services \$65.00/hr.

LPN Services \$58.00/hr.

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

and

Milestones in Home Care, Inc.

Supplemental Agreement dated this 1st day of July, 2021 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Milestones in Home Care, Inc.** (the "Contractor") located at 24 Roberts Street, Farmingdale, NY 11735.

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 Milestones in Home Care, Inc.
 - 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.]*

Student data is stored in a locked file cabinet in our office and HIPAA Compliance is maintained.

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.

MILESTONES IN HOME CARE, INC.

WEST ISLIP UFSD

By: Kelly Durant

By: _____

Print Name: Kelly Durant

Print Name: _____

Title: CFO

Title: President, Board of Education

Date: 3/1/2021

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July 2021** 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 **Theralympic Speech, PLLC** (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 622 Hawkins Avenue, Ronkonkoma, NY 11779.

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. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:

SEE ATTACHED SERVICES AND FEE SCHEDULE

2. CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to CONSULTANT upon any modification of a student's IEP.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct.

7. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT 'S administrative staff and medical staff. CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT 'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
11. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT 'S policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. 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.
13. 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).

14. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT .
16. Insurance:
 - a. 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 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).
 - b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
 - c. In the event any of the aforementioned insurance policies are cancelled or not renewed, CONSULTANT shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
 - d. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT , Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT :

SEE ATTACHED SERVICES AND FEE SCHEDULE

2. CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The West Islip UDSD shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

1. Termination:
 - a. Either CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
 - c. 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.

2. Independent Contractor:

- a. 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.
- b. 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 Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. DISTRICT , if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

3. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT , at its sole discretion, may deem unqualified.

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

To District: Mrs. Elisa Pellati
 West Islip UFSD
 100 Sherman Avenue
 West Islip, NY 11795

To Consultant: Ms. Kristianna Neophytou
 Theralympic Speech, PLLC
 622 Hawkins Avenue
 Ronkonkoma, NY 11779

6. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. 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.
8. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
9. 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. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
10. 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.
11. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
12. 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.

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

CONSULTANT

DISTRICT

By: _____

By: Steven D. Gellar
President, Board of Education



THERALYMPIC SPEECH

“Because not being able to speak is far different than
not having anything to say”

Tel: (631) 240 - 3579

theralympicspeech@gmail.com

624 Hawkins Ave Ronkonkoma, NY 11779
Service Rates for 2021 - 2022 School Year

Home-Based/School-Based:

Speech Therapy	\$60 per 30 min (Individual) \$10 per each additional student (Group)
PROMPT Therapy	\$90 per 30 min
Feeding Therapy	\$75 per 30 min
Occupational Therapy	\$60 per 30 min (Individual) \$10 per each additional student (Group)
Physical Therapy	\$60 per 30 min (Individual) \$10 per each additional student (Group)

Office-Based:

Speech 1:1	\$60 per 30 min
PROMPT 1:1	\$70 per 30 min
Feeding Therapy 1:1	\$65 per 30 min
OT 1:1	\$60 per 30 min
PT 1:1	\$60 per 30 min

Evaluations:

Standard Evaluation (ST, OT, PT)	\$250 per eval
PROMPT Evaluation	\$400 per eval
Feeding Evaluation	\$300 per eval

AAC Evaluation	\$750 per eval
AAC Consult	\$200 per 60 min

CSE meetings shall be paid at a rate equal to the service being provided by the attending provider

**Supplemental Agreement between the
WEST ISLIP UNION FREE SCHOOL DISTRICT
and
Theralympic Speech, PLLC**

Supplemental Agreement dated this 1st day of July, 2021 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Theralympic Speech, PLLC** (the "Contractor") located at 622 Hawkins Avenue, Ronkonkoma, NY 11779.

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 **Theralympic Speech, PLLC**.
 - 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.]*

FILES WILL BE STORED IN A LOCKED

FILE CABINET. EMAILS WILL BE

DEIDENTIFIED

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.

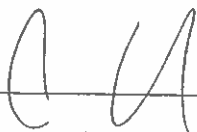
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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.

THERALYMPIC SPEECH, PLLC

WEST ISLIP UFSD

By: 

By: _____

Print Name: Christiana Neophytou

Print Name: Steven D. Gellar

Title: Director

Title: President, Board of Education

Date: 3/5/21

Date: _____



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 18, 2021
Re: Excess Vehicle

The purpose of this memo is to request your approval to excess/auction vehicle #503, 2003 Ford F350 Pickup Truck, license plate number AG6453, VIN number 1FTSF31FO3EA64509. This truck requires maintenance and repair beyond reasonable expense. The cost of repairs exceeds the vehicle's value at this time. It is in the best interest of the District to excess/auction this vehicle.

Thank you.

CC: J. Brett
J. Triail
W. DiMarzo

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

AGENDA ITEM X. D)
BUSINESS ITEMS
RM 4/8/2021

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

Invoice: HS20/21

Date: 03/08/21

2020-21 Health Services for 20 West Islip student(s) attending
non-public schools in Bay Shore @ \$929.93 per student =

\$18,598.60

Please make checks payable to: Bay Shore UFSD
Original

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this 16th day of December, 2020 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 16th day of December, 2020 for the period of July 1, 2020 through June 30, 2021, and terminate on June 30, 2021, 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 \$929.93 per student for the period July 2020 through June 2021.
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.

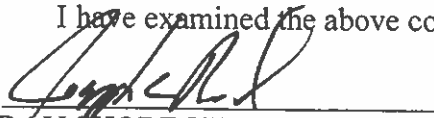
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first set forth above.

By: 
 BAY SHORE UFSD
 Printed Name: *Susan Gargan*
 Title: *Board of Education President*
 Date: *12/16/20*

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: *12/16/20*

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

BRENTWOOD UFSD52 THIRD AVE
BRENTWOOD, NY 11717**INVOICE****1981**Invoice Date 01/20/2021
Customer No. 61

Customer / Bill To:
WEST ISLIP UFSD ADMINISTRATIVE OFFICE, ACCTS PAYABLE 100 SHERMAN AVE WEST ISLIP, NY 11795

Remit To:
BRENTWOOD UFSD 52 THIRD AVE BRENTWOOD, NY 11717 ATTN: ACCOUNTING DEPARTMENT

Phone	Fax	E-Mail Address	Terms	Invoice Amount
631-434-2534	631-434-3104		UPON RECEIPT	660.95

Items / Services	Cost Basis	Quantity	Unit Price	Amount
HEALTH SERVICES Health and Welfare Services provided to students attending MDQ Academy located in the Brentwood UFSD during the 2020/2021 school year.	EACH	1.00	660.950	660.95

TOTAL: 660.95

Page 1 of 1

DETACH HERE AND SEND WITH PAYMENT

WEST ISLIP UFSD
 ADMINISTRATIVE OFFICE, ACCTS PAYABLE
 100 SHERMAN AVE
 WEST ISLIP, NY 11795

 Invoice No. 1981
 Invoice Date 01/20/2021
 Customer No. 61
Total Due: \$660.95

Payment Terms: UPON RECEIPT

Mail Payments To:
 BRENTWOOD UFSD
 52 THIRD AVE
 BRENTWOOD, NY 11717
ATTN: ACCOUNTING DEPARTMENT
Amount Enclosed:

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 21st day of January, 2021 by and between the Board of Education of the Brentwood Union Free School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 52 Third Avenue, Brentwood, NY 11717 and the Board of Education of the West Islip School District School District (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795.

W I T N E S S E T H

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

WHEREAS, certain students who are residents of SENDER are attending non-public schools located in PROVIDER,

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

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

1. The term of this Agreement shall be from September 1, 2020 through June 30, 2021, inclusive.
2. PROVIDER warrants that the health and welfare services will be provided by licensed health care providers. PROVIDER further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. PROVIDER further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. PROVIDER shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. PROVIDER understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules, and regulations with respect to the services provided pursuant to this Agreement.

4. The services provided by PROVIDER shall be consistent with the services available to students attending public schools within the PROVIDER School District; and may include, but are not limited to:
 - 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.

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.

5. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay PROVIDER the sum of \$660.95 per eligible pupil for the 2020–2021 school year.
6. SENDER shall pay PROVIDER within thirty (30) days of SENDER's receipt of a detailed written invoice from PROVIDER. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, PROVIDER shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, PROVIDER shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. PROVIDER 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.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either PROVIDER's or SENDER's 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.

11. 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) and information protected by the Family Educational Rights and Privacy Act (FERPA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA, to the extent applicable.
12. 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).
13. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
14. 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:

SENDER: Attention: Ms. Bernadette Burns, Superintendent of Schools
WEST ISLIP SCHOOL DISTRICT
100 Sherman Avenue
West Islip, New York 11795

PROVIDER: THE BRENTWOOD SCHOOL DISTRICT
52 Third Avenue
Brentwood, NY 11717
Attention: Stacy O'Connor

15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
16. 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.

17. 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.
18. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Suffolk, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
19. PROVIDER agrees to defend, indemnify, and hold harmless the SENDER, 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 PROVIDER, its officers, directors, agents, or employees in connection with the performance of services pursuant to this Agreement.

SENDER agrees to defend, indemnify, and hold harmless the PROVIDER, 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 SENDER, its officers, directors, agents, or employees in connection with the performance of services pursuant to this Agreement. The mutual obligations pursuant to this provision shall survive the termination of this Agreement.
20. 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.
21. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
22. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the SENDER School District.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

SENDER
West Islip School District

Superintendent of Schools

SENDER
West Islip School District,

PROVIDER
Brentwood Union Free School District,

President, Board of Education



President, Board of Education

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: BID EXTENSIONS – JULY 1, 2021 – JUNE 30, 2022

DATE: 3/19/2021

CC: E. PELLATI, J. BOSSE

Vendor - Emerald Electric and Solar, Inc.

Bid # - 2001

Bid Title – *Electrical Repair and Services*

2020-21 Deal – Electrical Maintenance - Labor Rate Mechanic: \$70.00/Hr.
Electrical Wireman – Labor Rate Mechanic: \$92.00/Hr.
Parts & Materials – Certified Cost + 5%

2021-22 Deal - Electrical Maintenance - Labor Rate Mechanic: \$70.00/Hr.
Electrical Wireman – Labor Rate Mechanic: \$92.00/Hr.
Parts & Materials – Certified Cost + 5%

Vendor - Dom's Lawn Maker, Inc.

Bid # - 2002

Bid Title – *Tree Pruning and Care Services*

2020-21 Deal – Reference Bid Contract Renewal Letter 3/21

2021-22 Deal - Cost of Maintenance Service to remain the same for all categories.
Reference Bid Contract Renewal Letter 3/21

Vendor - Cardinal Control Systems, Inc.

Bid # - 2003

Bid Title – *Maintenance and Service for Pneumatic and DDC Control Systems*

2020-21 Deal - Annual Cost of Maintenance Service \$22,425.00

2021-22 Deal - Annual Cost of Maintenance Service \$22,425.00

Vendor - Long Island Geese Control

Bid # - 1806

Bid Title – *Removal of Unwanted Geese and Waterfowl*

2020-21 Deal - Annual Cost of Maintenance Service \$10,740.00

2021-22 Deal - Annual Cost of Maintenance Service \$10,740.00

WEST ISLIP - BID EXTENSIONS - JULY 1, 2021 - JUNE 30, 2022 (CONTINUED)

Vendor - Winters Bros. Hauling of Long Island, LLC

Bid # - 2007

Bid Title - *Refuse Removal*

2020-21 Deal - Annual Cost for Removal of all Refuse and Recyclable Products \$115,922.48

2021-22 Deal - Annual Cost for Removal of all Refuse and Recyclable Products \$117,348.33*

*Allowed Increase by CPI 1.23%

Vendor - Parkway Pest Services

Bid # - 2010

Bid Title - *Pest Control Services District Wide*

2020-21 Deal - Annual Cost of Maintenance Service \$9,900.00

2021-22 Deal - Annual Cost of Maintenance Service \$9,900.00

****Note: All Labor Rates, Parts & Materials Mark-Ups and Maintenance Service Costs will remain the same for all vendors except Winters Bros. Hauling of Long Island, LLC who has requested an allowable increase by CPI (Consumer Price Index 1.23%) to the 2021 - 2022 contract.***

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$1,700.00 from Christina Elefante and Janet Arnao, which have been donated for the purchase of a rock display in the Manetuck Elementary School courtyard.

RESOLUTION: INCREASE 2020-2021 BUDGET

BE IT RESOLVED, that the Board of Education hereby authorizes the appropriation budget for the 2020-2021 school year to be increased to \$124,409,878.83 an increase of the \$1,700.00 donation from Christina Elefante and Janet Arnao for the Manetuck Elementary School.

WI

West Islip Public Schools
The Michael and Christine Freyer Administration Building
100 Sherman Avenue West Islip, New York 11795
TEL (631) 893-3200 ~ FAX (631) 893-3212

PUBLIC NOTICE

The WEST ISLIP UNION FREE SCHOOL DISTRICT Board of Education at its Reorganizational Meeting held on July 6, 2021, set the following dates for its **2021-2022 Regular Meetings and Planning Sessions** which have been scheduled for 7:30 p.m. {unless noted}, at the locations listed below:

SCHEDULED DAY/DATE OF REGULAR MONTHLY BOARD OF EDUCATION MEETINGS:

<u>DATE</u>	<u>LOCATION</u>
Tuesday, July 6, 2021 ¹	West Islip High School
Thursday, August 12, 2021	West Islip High School
Thursday, September 9, 2021	Beach Street Middle School
Thursday, October 7, 2021	Beach Street Middle School
Thursday, November 4, 2021	Beach Street Middle School
Thursday, December 9, 2021	Beach Street Middle School
Thursday, January 6, 2022	Beach Street Middle School
Thursday, February 3, 2022	Beach Street Middle School
Thursday, March 10, 2022	Beach Street Middle School
Thursday April 7, 2022	Beach Street Middle School
Thursday, May 12, 2022	Beach Street Middle School
Thursday, June 9, 2022	West Islip High School

¹Meeting will immediately follow the Reorganizational Meeting

SCHEDULED DAY/DATE OF MONTHLY PLANNING SESSIONS

<u>DATE</u>	<u>LOCATION</u>
Tuesday, August 24, 2021	District Office Board Room
Tuesday, September 21, 2021	District Office Board Room
Tuesday, October 19, 2021	District Office Board Room
Tuesday, November 23, 2021	District Office Board Room
Tuesday, January 18, 2022	District Office Board Room
Tuesday, February 15, 2022	District Office Board Room
Tuesday, March 22, 2022	District Office Board Room
<i>To be determined upon receipt of BOCES vote date</i>	District Office Board Room
Tuesday, May 24, 2022	District Office Board Room
Tuesday, June 21, 2022	District Office Board Room

Meeting dates, times and locations are subject to change. Visit the website www.wi.k12.ny.us for up-to-date information.

/s/ Mary Hock
District Clerk

Dated: July 7, 2021

LEASE AGREEMENT

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

WITNESETH

WHEREAS, the DISTRICT has agreed to lease to WITA a room at the Westbrook Elementary School, located at 350 Higbie Lane, West Islip, NY 11795 (the "Building"); and

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

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

RECITALS

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

DEMISED PREMISES

2. Subject to the terms set forth in this agreement (hereinafter, the "Lease"), the DISTRICT hereby leases to WITA, and WITA hereby leases from the DISTRICT, Room 200 in the Building (hereinafter, the "Premises" or "Demised Premises") as set forth in detail in the floor plan attached as Exhibit "A." The parties stipulate that the Premises consists of 864 square feet.

TERM & EXPANSION OPTION

3. The term of this Lease shall commence on June 1, 2021 and expire on May 31, 2022 unless sooner terminated pursuant to the provisions hereof and to the extent permitted by applicable law, or unless extended for an additional year in the manner provided, and to the extent permitted, by applicable law.

Renewal Option: Should Tenant wish to extend, a written request shall be delivered to the Landlord no later than December 1, 2021. If the Landlord does not wish to extend, written notice to that effect shall be delivered to the Tenant no later than January 1, 2022. Unless otherwise agreed by the parties, such extension shall be upon the same terms, covenants and provisions herein set forth except for rent and security deposit, which shall be increased as hereinafter provided.

RENT

4. WITA shall pay a monthly rent of \$1,252.02 for a total annual rent of \$15,024.25 for the period June 1, 2021 through May 31, 2022. For each subsequent year of this Lease, as it may be extended, the annual rent shall be increased by 3%.

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

6. WITA hereby agrees to deposit with the DISTRICT two months of rent, \$2,504.04 due at Lease signing, as security for the faithful performance and observance by WITA of the terms, provisions and conditions of this Lease. In the event that WITA is in default of any of the terms, conditions and provisions of this Lease, the DISTRICT may, but is not obligated to, apply such amount of the security to the payment of rent and the cost and expense of re-letting the Demised Premises whether or not incurred after summary proceedings are instituted. For each

year that the Lease is effective, the security as referenced in this paragraph shall be increased to equal two months' rent at the monthly rental rate applicable to that year, which sum shall be paid with the first rental payment for that year.

USE OF DEMISED PREMISES

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

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

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

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

UTILITIES AND COMMON AREA MAINTENANCE

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

REPAIRS AND MAINTENANCE

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

13. WITA shall, during the term of this Lease, at WITA sole cost and expense, take good care of, maintain and make all repairs (other than structural) in the Demised Premises and the fixtures and equipment therein and appurtenances thereto serving the Demised Premises only, including, but not limited to, internal doors and entrances, door checks, internal signs, floor covering, interior walls, covering of columns and partitions, lighting and supplemental air conditioning units, if any, servicing the Demised Premises. Nothing contained in this Section 13 shall require WITA to make any structural repairs in the Demised Premises or repairs to the Building equipment, including without limitation, the heating, and plumbing systems, unless such repairs are necessitated by reason of WITA negligent or willful acts or omissions.

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

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

age or changing regulatory requirements.

16. In the event that the Demised Premises is partially damaged by fire or other cause without the fault or negligence of WITA, with the result that it is only partially unacceptable or unusable for use under this agreement, the Lease shall continue in full force and effect. The DISTRICT shall immediately proceed to repair the damages and restore the Demised Premises to full use at the sole expense of the DISTRICT, and the rent payment shall abate in such proportions based on a percentage of square footage as the area rented and usable for normal operation purposes bears to the area used for normal operation purposes prior to the casualty. The decision of whether or not a given area is usable for normal operation purposes shall be rendered by the District, except that such decision shall have a rational basis. To the extent other appropriate space is available for use in the Building, such space may be utilized by WITA until such time as the Demised Premises are restored to their full use. If the Demised Premises shall be totally damaged or the whole of the Demised Premises shall be rendered untenable by fire or other casualty, WITA may serve notice on the District of its intention to terminate this Lease and if within thirty (30) days thereafter, the District shall not have substantially completed the making of the required repairs and restored and rebuilt the Demised Premises to the level existing immediately prior to the fire or other casualty then, in such event, this Lease shall terminate on the expiration of such thirty (30) day period.

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

INSURANCE

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

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

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

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

INDEMNITY

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

TERMINATION AND DEFAULT

22. The DISTRICT shall not declare any default under this Lease or seek to terminate the Lease unless and until it shall have given WITA thirty (30) days written notice at its principal

address to cure any alleged default and WITA has failed to cure the same within such thirty (30) day period. In the case of defaults not capable of being cured within a thirty (30) day period, WITA shall not be deemed in default if WITA commences to cure same with such thirty (30) day period and proceeds promptly and diligently to cure same. If WITA shall default under the lease and WITA shall fail to cure in accordance with this provision, then the District may give WITA ten (10) days' notice of intention to end the term of this lease, and thereupon as the expiration of said ten (10) days (if said condition shall continue to exist) the term under this lease shall expire as fully and completely as if that day were the date herein fixed for the expiration of the term.

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

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

25. In the event WITA holds over or fails to vacate the Demised Premises at the expiration of the Lease, such holding over shall be deemed a month-to-month tenancy, which tenancy may be terminated pursuant to applicable law, and until WITA has vacated the premises

WITA agrees to pay the DISTRICT for the monthly use and occupancy charges equal to the rent at the date of expiration, plus fifteen (15%) percent thereof.

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

RE-ENTRY BY DISTRICT

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

ALTERATIONS

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

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

SIGNAGE

30. WITA shall be permitted to erect a ground sign bearing the WITA name, which sign shall be subject to prior approval by the DISTRICT. WITA shall be obligated to comply with any and all state or local laws, rules and/or regulations with regard to such signage. WITA shall also be permitted to place removable signage on the entrance door and corridors, provided such signage does not damage the affected area.

EMINENT DOMAIN

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

ASSIGNMENT

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

ENVIRONMENTAL HAZARDS

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

34. WITA shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the Demised Premises by its agents, employees, contractors or invitees without the prior written consent of DISTRICT. If the presence of Hazard Materials on the Demised Premises caused or permitted by WITA results in contamination of the Demised Premises or any other property, or if contamination of the Demised Premises or any other property by Hazard Materials otherwise occurs for which DISTRICT is legally liable for damage resulting therefrom pursuant to this Lease, WITA, to the extent allowed by law, shall indemnify, defend and hold the DISTRICT harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Demised Premises, damages for the loss or restriction on use of rentable or unusable space or of any amenity or appurtenance of the Demised Premises, damages arising from any adverse impact of building space or land area, sums paid in settlement of claims, reasonable attorneys' fees, court costs,

consultant fees and expert fees) that arise during or after the Term as a result of the contamination. This indemnification of the DISTRICT by WITA includes, without limitation, costs incurred in connection with the investigation of site conditions or any clean-up remedial work, removal or restoration work required by any Federal, State or local government agency because of Hazard Materials present in the soil of ground water on or under the Land. Without limiting the foregoing, if the presence of any Hazardous Materials on the (or any other property) caused or permitted by WITA results in any contamination of the Demised Premises, WITA shall promptly take all actions at the WITA's sole expense as are necessary to return the Demised Premises to the condition existing prior to the introduction of any such Hazardous Materials, provided that the DISTRICT's approval of such actions is first obtained.

35. For purposes of this Lease, the term, "Hazardous Materials" shall mean (i) any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) CERCLA, SARA, RCRA, or any other Environmental Law as now or at any time hereafter in effect; (ii) any other waste, substance or material that exhibits any of the characteristics enumerated in 40 C.F.R. §§261.20 through 261.24, inclusive, and those extremely hazardous substances listed under Section 902 of SARA that are present in threshold planning or reportable quantities as defined under SARA and toxic or hazardous chemical substances that are present in quantities that exceed exposure standards as those terms are defined under Section 6 and 8 of OSHA and 29 C.F.R. Part 1910; (iii) any asbestos or asbestos containing substances whether or not the same are defined as hazardous, toxic, dangerous waste, a dangerous substance or dangerous material in any Environmental Law; (iv) "Red Label" flammable materials; (v) all Laboratory Waste and by-products; and (vi) all biohazardous materials "Environmental Laws" shall mean any and all Federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes,

decrees or requirements of any Governmental Authority regulating, relating to or imposing liability or standards of conduct concerning environmental conditions at the Demised Premises, Building or Property as now or may at any time hereafter be in effect, including but not limited to and without limiting the generality of the foregoing, The Clean Water Act also known as the Federal Water Pollution Control Act, 88 U.S.C. §§1251 et seq., the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§186 et seq., the Safe Drinking Water Act, 42 U.S.C. §§300f et seq., the Surface Mining Control and Reclamation Act, §1201 et seq., 80 U.S.C. §1201 et seq., the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §§9601 et seq., the Superfund Amendment and Reauthorization Act of 1986 (“SARA”), Public Law 99-499, 100 Stat. §1818, the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§1101 et seq., the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§6901 et seq., and the Occupational Safety and Health Act as amended (“OSHA”), 29 U.S.C. §655 and §657, together with any amendments thereto, regulations promulgated thereunder and all substitutions thereof;

MISCELLANEOUS

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

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

instrument may not be changed, modified, discharged or terminated orally.

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

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

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

BROKER

41. WITA states, with respect to the terms, conditions and provisions of this Lease as set forth herein, that no real estate broker, agent or finder other than Winkler Real Estate brought about the terms and conditions of this Lease and that no third-party has any rightful claim to a finder's fee, commission or other payment as a result of this Lease. The District agrees to pay Winkler Real Estate a commission due for its services pursuant to a separate written agreement.

HEADINGS

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

GOVERNING LAW

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

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

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

BOARD OF EDUCATION WEST ISLIP
UNION FREE SCHOOL DISTRICT

Steven D. Gellar, President

Date

WEST ISLIP TEACHERS
ASSOCIATION



Joseph Dixon, President

Date

3/22/21

WI
West Islip Public Schools

Revised 4/8/2021

2020 – 2021
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CHIEF SCHOOL PHYSICIAN
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Coverage for Athletic Events**

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Richard Naeder
Kristine Ostrem
John Mileski
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