

AGENDA



BOARD OF EDUCATION

BUDGET HEARING *and* REGULAR MEETING *{immediately following}*

May 6, 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
May 6, 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.officesuperintendent@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 April 8, 2021 Regular Meeting and the April 20, 2021 Planning Session.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) Education Committee {5/4/2021}
 - B) Finance Committee {5/4/2021}
 - C) Buildings and Grounds Committee {5/4/2021}
 - D) Special Education Committee {5/5/2021}
 - E) Health and Wellness Committee {4/13/2021}
- IX. **FINANCIAL MATTERS**
 - A) Treasurer's Report
- X. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Contracts/Agreements
 1. Da Vinci Education & Research LLC Addendum to Existing Contract 2020-2021
 2. ESBOCES Contract for Cooperative Educational Services 2021-2022
 3. Metro Therapy 2021-2022
 4. Nassau Suffolk Services for Autism – The Martin C. Barell School 2021-2022
 - C) Approval of Surplus
 1. JVC Compact Disc Stereo System
 - D) Approval of 2020-2021 Health Services Contract
 1. Deer Park UFSD \$1,963.86
 - E) Approval of 2021-2022 Bids
 1. #2101 Refrigeration Repair and Service
 2. #2102 Sheet Music and Instructional Material
 3. #2103 Heating, Ventilation and Air Conditioning Service
 4. #2104 Boiler Maintenance
 5. #2105 Gates and Chain Link Fencing
 6. #2106 Athletic Uniforms
 7. #2108 Athletic Equipment Reconditioning
 8. #2109 Purchase of CNC Milling Machine
 9. #2110 In-Car Driver Education Instruction with Vehicles
 - F) Approval of Resolution
 1. Rejection of Printing Bid

XI. PRESIDENT’S REPORT

- A) Approval of Personnel for Annual Meeting ~ School Budget Vote and Trustee Election May 18, 2021
- B) Approval of Teamsters Local 237 Clerical Memorandum of Agreement re: Summer Hours
- C) Approval of WITA Memorandum of Agreement re: Retirement

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

REGULAR MEETING OF THE BOARD OF EDUCATION
April 8, 2021 – Beach Street Middle School

PRESENT: Mr. Gellar, Mr. McCann, Mr. Antoniello, Mr. Compitello, Mrs. LaRosa,
Mr. Maginniss (arrived 8:00 p.m.), Mr. Tussie

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Volz

Meeting called to order at 7:30 p.m.

APPROVAL OF MINUTES

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

PERSONNEL

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: SPRING 2021 HIGH SCHOOL COACHES:

BASEBALL: Shawn Rush, Varsity Coach; Richard Zeitler, Assistant Varsity Coach; Joseph LaCova, J.V. and Varsity Volunteer. SOFTBALL: John T. Denninger, Assistant Varsity 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; Kyle Kerrigan, Assistant 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 Piropatto, 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.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: 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.

CURRICULUM UPDATE:

Mrs. Morrison informed the audience that the New York State Education Department would administer the following Regents Examination in June 2021 to comply with the federal Every Student Succeeds Act (ESSA): English Language Arts, Biology/Living Environment, Earth Science and Algebra I. Students enrolled in these four courses are expected to take the corresponding Regents Exam in school on the date it is administered. If a student fails an exam, they will still get credit for the course if their average for the four quarters is passing. Mrs. Morrison advised that taking the exams will provide students with practice in regard to the Regents Examination testing process and staff with insights related to the effectiveness of our instructional programs and level of course mastery among our students. The administration of the August 2021 Regents Examinations are canceled.

AP exams will be administered digitally starting on or about June 1 based on the AP's Session 3 schedule. Individual assessment (IA) for each course will take the place of IB exams this year and the IA will be evaluated by the subject area teacher and submitted to IB.

Session 1 will only be administered for the ELA 3-8 and Math tests. Session 1 will not include field test questions, will be reduced in length and are multiple choice questions.

Education Committee: Richard Antonello reported on the meeting held on 4/7/2021. Items reviewed included Update on IB/AP exams; Regents exams canceled for August 2021; FLAC exams; CSIP hourly requirement academic adjustments; only Session 1 will be administered for 3-8 ELA & Math; 2021-2022 Pre-K program going to full day; Little Lions Program will return to the program that was in place pre-covid; elementary printers relocated to save money.

Finance Committee: Peter McCann reported on the meeting held on 4/7/2021. Items reviewed included the February treasurer's report and extra-curricular report; March payroll summary; February financial statements; February claims audit report; March system manager audit report; payroll certification forms; donation; surplus; contracts, and bid extensions. Mrs. Pellati advised that the enacted budget was released on April 6, 2021 and the district is still analyzing the impact to West Islip.

Buildings and Grounds: Peter McCann reported on the meeting that took place on 4/7/2021. Two representatives from BBS discussed building generator costs for Beach Street and District Office, project still needs SED approval; Manetuck generator project finished; high school warehouse garage door needs to be replaced and BBS will provide specs; P.J. Bellew bathrooms complete; and the committee talked about the Oquenock Eagle Scout project.

The committee also discussed the Masera School and starting another process to find out what the community would like on this property. There are presently two potential short-term leasing possibilities being considered.

Mrs. LaRosa went on the record and advised that a Community Group is needed so the district can hear what the community would like to see there. The community spoke loudly by voting down the sale of the Masera property and Mrs. LaRosa feels it is premature to enter into anything until the board reaches out to the community.

Special Education Committee: Tom Compitello reported on the meeting held 4/7/2021 by telephone. Items reviewed included the special education program, CSE and annual reviews, and remote learning.

FINANCIAL MATTERS:

The treasurer's report for February was presented: beginning balance \$69,669,551.35; ending balance \$63,540,353.35.

Motion was made by Peter McCann, seconded by Anthony Tussie, and carried when all Board members present voted in favor to approve General Fund budget transfers 4028-4042.

Motion was made by Peter McCann seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Contracts/Agreements 2021-2022: Milestones in Homecare, Inc. Consultant Services Contract; Theralympic Speech, PLLC Consultant Services Contract.

Motion was made by Peter McCann seconded by Anthony Tussie and carried when all Board members present voted in favor to approve the following surplus: Vehicle #503 – Ford truck VIN#1FTSF31FO3EA64509.

Motion was made by Peter McCann seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve 2020-2021 Health Service Contracts: Bay Shore UFSD - \$18,598.60; Brentwood UFSD - \$660.95.

Motion was made by Peter McCann seconded by Anthony Tussie and carried when all Board members present voted in favor to approve 2021-2022 Bid Extensions: #2001 Emerald Electric and Solar, Inc.; #2002 Dom's Lawn Maker, Inc.; #2003 – Cardinal Control Systems, Inc.; #1806 Long Island Geese Control; #2007 Winters Bros. Hauling of Long Island, LLC; #2010 Parkway Pest Services.

Motion was made by Peter McCann seconded by Anthony Tussie and carried when all Board members present voted in favor to approve resolution re: Donation from Christina Elefante and Janet Arnao - \$1700 – Manetuck for purchase of rock display for courtyard.

Motion was made by Peter McCann seconded by Anthony Tussie and carried when all Board members present voted in favor to approve resolution re: 2020-2021 budget be increased by \$1,700.00.

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.

PRESIDENT'S REPORT:

Motion was made by Peter McCann, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve Reorganizational Meeting ~ July 6, 2021 at 7:30 p.m. at West Islip High School.

Discussion of 2021-2022 Regular Meeting and Planning Session dates.

Motion was made by Peter McCann, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve WITA Lease Agreement.

Motion was made by Peter McCann, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve 2020-2021 Chief/School Physicians revised.

Mrs. Burns informed the audience that the Winter High School Athletic Team was recently awarded Top Sportsmanship Honors in their respective division and congratulated them on this achievement. On Thursday, 3/25/2021, 74 students were inducted into the World Languages Honor Society. There were 48 Spanish, 50 Italian and 11 ASL students. Mrs. Burns expressed how impressive this was especially given the challenges of the past year and congratulated all the students and staff.

Mrs. Burns advised that for the fourth year in a row, West Islip was recognized by the Namm Foundation for the Best Community for Music and Education award that recognizes and celebrates school districts for their support and commitment to music education. The district is very proud of the students, staff, faculty and administration.

NOTICES/REMINDERS:

The final Budget Workshop will take place on Tuesday, 4/13/2021, at 7:30 pm. at Beach Street Middle School.

Mission Be Online Mindful Parent Workshop for West Islip High School students and parents will be on Thursday, April 15, 2021 from 7:00 p.m. to 8:30 p.m.

All information is on the district website.

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

Mr. Don Marmo, 1317 Wilson Place, West Islip – Mr. Marmo had several questions regarding prospective tenants for the Masera School and asked how many discussions the board has had and if there were minutes to those discussions. Mr. Gellar advised that those discussions are considered negotiations and there would not be minutes. Mr. Marmo also asked if the tenants would be making repairs and if they are looking to lease by September, and would repairs have to be completed prior to leasing. Mr. Marmo also asked why Winkler Real Estate still had the Masera property listed on their website. Mr. McCann and Mr. Gellar advised that negotiations are still ongoing and explained that the district does not have the property listed anymore and Winkler Real Estate apparently did not remove the property from their website.

Mr. Marmo inquired if the Board would go back to the drawing board if the prospective tenants do not work out. Mr. Gellar advised that the Board would open this up to the community for discussion but condominiums and apartments would not be considered.

Mrs. Alyson Ruane, 1500 Washington Avenue, West Islip - Mrs. Ruane spoke on behalf of all the fifth grade parents across the district and presented a petition with 330 names requesting that the district give the fifth grade students as close to normal graduation ceremony as can be given under the current circumstances. Mrs. Ruane advised that the fifth grade parents and students would like a traditional ceremony and not a car parade and are willing to work with the district to do more than last year. Mr. Tussie and Mr. Gellar advised that the board would do what they can following the state guidelines to give the students a special ceremony.

Mrs. Michelle Alessi, 16 Skipper Drive, West Islip - Mrs. Alessi inquired about the digital AP exams and if there was an option for in person testing since her daughters took them last year, and found taking them digitally to be a very stressful experience. Mrs. Morrison explained the decision to take them digitally is an AP procedure and not a decision of the district.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to adjourn to Executive Session at 8:03 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:17 p.m. on motion by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve resolution re: Local 237 is recognized as agent for UPSEU. (copy in supplemental file).

Meeting adjourned at 9:19 p.m. on motion by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock
District Clerk

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

**PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
April 20, 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 7:30 p.m.

APPROVAL OF MINUTES

The approval of the April 8, 2021 Regular Meeting minutes was tabled and will be submitted for approval at the May 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: RETIREMENT: Francine Ahearn, Social Worker, effective July 1, 2021 (16.5 years).

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): Ashley Caldone, Special Education, effective April 26, 2021 – May 14, 2021 (Bayview).

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): Paul Bodnar, Mathematics, effective January 4, 2021 – April 15, 2021 (High School; change in date from January 4, 2021 – April 13, 2021).

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT (AMENDED): Sarah Willmann, World Languages, effective August 30, 2017 to September 6, 2021 (High School; change end date from August 29, 2021).

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHING: REGULAR SUBSTITUTE: Jade Lawrence, Elementary, effective April 23, 2021 through June 30, 2021 (Paul J. Bellew; Step 1A¹; replacing Jennifer Pitt {LOA}).

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve TEACHING ASSISTANTS: RETIREMENT: Donna Brogan, Special Education, effective July 1, 2021 (23.5 years).

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: Regina Beisner, School Nurse, effective August 31, 2021 (21 years).

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Maissara Soliman, Part Time Food Service Worker, effective March 5, 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: SUBSTITUTE ASSISTANT COOK (\$17.93/ hr.): Charlene DiCicco, effective April 21, 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 (\$22.52/hr.): Christopher Crisafi, effective April 21, 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 NURSE (\$150 per diem): *Regina Beisner, effective September 1, 2021. *Pending fingerprinting clearance

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CIVIL SERVICE: TERMINATION: Marie Averso, Bus Driver, effective January 19, 2021 (Transportation).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$130 per diem): Andrew Alderman, effective April 21, 2021; Toniann Cintorino, effective April 21, 2021; Brittany Huque, effective April 21, 2021; Alexa Pontillo, effective April 21, 2021; Toni-Ann Rossi, effective April 21, 2021.

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: SPRING 2021 HIGH SCHOOL COACHES: BASEBALL: Michael LaCova, J.V. Coach; BOYS TENNIS: Norma Wingert, Varsity Volunteer Coach. SOFTBALL: Colleen Reilly, Varsity Coach; Edward Jablonski, J.V. Coach.

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve resolution re: Adoption of the 2021-2022 School District Budget.

WHEREAS, the West Islip Union Free School District Board of Education is required to present a budget to the voters for the 2021-2022 School Year; now, therefore, be it

RESOLVED, that the Proposed Budget for the 2021-2022 School Year be adopted for a total of \$127,501,568; and be it further

RESOLVED, that the 2021-2022 Property Tax Report Card is approved to be transmitted to the New York State Department of Education as so required.

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Teamsters Memorandum of Agreement re: Vacation Carryover.

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve WITA Memorandum of Agreement re: Retirement.

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Resolution re: Donation from Exxon Mobile Educational Alliance Program - \$500 - WIHS

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Resolution re: Increase to Budget 2020-2021 - \$500

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$500 from Exxon Mobile Educational Alliance Program, which have been donated for the purchase of STEM supplies for the students of the West Islip High School.

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 \$124,410,378.83, an increase of the \$500 donation from Exxon Mobile Educational Alliance Program for the 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 Change Orders: Laser Industries, Inc. – West Islip High School (\$4,500); Laser Industries, Inc. - West Islip High School \$4,500.

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Budget Transfers 4043 – 4046.

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve ESBOCES 2021-2022 Administrative Budget and Trustee Election.

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 7:44 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:22 p.m. on motion by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor.

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Attendance Waivers for Students “A”, “B” and “C”.

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve Attendance Waiver for Student “D”.

Meeting adjourned at 9:52 p.m. on motion by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock
District Clerk

PERSONNEL:

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

ADMINISTRATIVE

A-1 RESIGNATION

Reanna Fulton, Director of Instructional and Information Technology
Effective July 1, 2021
(District Office)

TEACHERS

T-1 RETIREMENT

Judith Schwartz, Elementary
Effective July 1, 2021
(36 years)

T-2 REGULAR SUBSTITUTE

Kevin Miller , Music
Effective May 10, 2021 through June 30, 2021
(Bayview; Step 1A¹; Replacing Sharon Quinlan {LOA})

TEACHING ASSISTANTS

TA-1 RETIREMENT

Sandra Romaka, Computer
Effective July 1, 2021
(20.5 years)

CIVIL SERVICE

CL-1 RESIGNATION

Alexandra McClenahan, Security Aide
Effective May 6, 2021
(Bayview)

CL-2 SUBSTITUTE PARAPROFESSIONAL (\$14.00/hr)

Kristin Barba, effective May 7, 2021

OTHER

SMALL GROUP INSTRUCTION TEACHER

Gabrielle Roberto
Effective May 14, 2021
(Remote; \$83.26/hour)

ADULT EDUCATION 2021-2022

Kevin Murphy, Director, \$8,326 (\$4,163/semester)
Michelle Grover, Secretary, \$7,382 (\$3,691/semester)

ENRICHMENT 2021-2022

John Ruggiero, Director \$5,547 (\$1,849/semester)

ENRICHMENT INSTRUCTORS SUMMER 2021 (\$275 per session)

Danielle Dischley (Got Science I & II)
Michelle Edgley (Soak & Scrub, Crime Scene Capers)
Christine Maniscalco (Maker Space & Coding is Cool)
Dan Sliwowski (Fitness for Fun I & II)
Cara Wenk (Cooking I & II)

CLUBS/ADVISORS 2020-2021

UDALL ROAD MIDDLE SCHOOL

Costume Director, Musical, Shane O'Neill
Drama Director, Musical, Justin DeMaio
Drama Director, Musical, Shane O'Neil
Set Director, Musical, Justin DeMaio

Addendum to an Existing Contract

2020-2021 School Year

This document is in reference to a contract agreement dated 7 / 1 / 2020, between the following parties that are named below in this document.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.

Stated Contract for:

Special Rate Schedule

Bilingual Psychoeducational Evaluation

\$1,500.00

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

Name of Agency: Da Vinci Education & Research LLC

Signature 

Print Name Kerry Leo Date 3/29/21

School District: West Islip School District

Signature _____

Print Name _____ Date _____

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

Contract for Cooperative Educational Services

THIS AGREEMENT made this 1st day of July, 2021 by and between the EASTERN SUFFOLK BOCES, party of the first part, and WEST ISLIP UFSD, party of the second part.

WITNESSETH, That whereas party of the first part has been duly authorized to provide the approved Services below and has been authorized to enter into agreements with boards of education and school trustees, under the provisions of sections 1950-51 of the Education Law.

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2021-22 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract					Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Unit Cost	Actual Usage				
001.100	Administration	0.0000		0.0000	Actual Usage		437,785.00	0.00	437,785.00	
002.100	Rental of Facilities	0.0000		0.0000	Actual Usage		164,488.00	0.00	164,488.00	
101.100	Career and Technical Education	39.0000	14.331	0.0000	Student		558,909.00	0.00	558,909.00	
101.160	Related Service Hearing Consult	10.0000	128.5000		Session		1,285.00	0.00	1,285.00	
101.520	Related Svc - Counseling (Ind)	24.0000	5,140.0000		Sess/Stud/Wk/Yr		123,360.00	0.00	123,360.00	
103.110	Special Career Education 12-1-1	12.0000	24.914	0.0000	Annual		298,968.00	0.00	298,968.00	
202.100	Special Education 12-1-1 (Full Day)	1.0000	54,220.0000		Student		54,220.00	0.00	54,220.00	
202.110	Special Education 12-1-1 (Partial)	4.0000	33,616.0000		Student		134,464.00	0.00	134,464.00	
202.225	Related Service - Hearing Imp.-Ind	11.0000	5,140.0000		Sess/Stud/Wk/Yr		56,540.00	0.00	56,540.00	
202.277	12-1-1+2 Classroom Aide/Shared FDTSP	3.0000	12,462.0000		Student		37,386.00	0.00	37,386.00	
202.295	Aut./Behav.- Home App. Behav. Anal.	740.0000	187.1600		Per Hour		138,498.40	0.00	138,498.40	
202.297	Parent Training	214.0000	187.1600		Per Hour		40,052.24	0.00	40,052.24	
202.400	Transition Service Program-full day	3.0000	54,220.0000		Student		162,660.00	0.00	162,660.00	
202.405	Transition Service Program-part day	2.0000	27,110.0000		Student		54,220.00	0.00	54,220.00	
202.426	Related Service -Phy Ther Consult	20.0000	128.5000		Session		2,570.00	0.00	2,570.00	
202.428	Related Service - Speech Consult	130.0000	128.5000		Session		16,705.00	0.00	16,705.00	
202.434	Related Svc-Occ Therapy Consult	30.0000	128.5000		Session		3,855.00	0.00	3,855.00	
203.290	Autism/Behav. Consult. & Trainings	20.0000	255.1800		Per Hour		5,103.60	0.00	5,103.60	
203.422	Related Svc - Vision Consult	10.0000	128.5000		Session		1,285.00	0.00	1,285.00	
205.100	Special Education 8-1-1 (Full Day)	22.0000	66,727.0000		Student		1,467,994.00	0.00	1,467,994.00	
205.110	Special Education 8-1-1 (Partial Da	5.0000	41,371.0000		Student		206,855.00	0.00	206,855.00	
205.205	Related Svc - Counseling (Ind)	24.0000	5,140.0000		Sess/Stud/Wk/Yr		123,360.00	0.00	123,360.00	
205.210	Related Svc - Counseling (Group)	15.0000	2,550.4000		Sess/Stud/Wk/Yr		38,256.00	0.00	38,256.00	

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES WEST ISLIP UFSD	School Year 2021-22
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		Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
Program/ Serial No.	Service	Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Contract	To Date	Contract
205.235	Related Svc - Occ Therapy (Ind)	15.0000	5,140.0000	Sess/Stud/Wk/Yr	0.00	77,100.00	0.00	77,100.00
205.245	Related Svc - PT (Individual)	7.0000	5,140.0000	Sess/Stud/Wk/Yr	0.00	35,980.00	0.00	35,980.00
205.255	Related Svc - Speech/Lang Imp (Ind)	39.0000	5,140.0000	Sess/Stud/Wk/Yr	0.00	200,460.00	0.00	200,460.00
205.260	Related Svc - Speech/Lang Imp (Grp)	13.0000	2,550.4000	Sess/Stud/Wk/Yr	0.00	33,155.20	0.00	33,155.20
205.265	Related Svc - Vision/Imp (Ind)	4.0000	5,140.0000	Sess/Stud/Wk/Yr	0.00	20,560.00	0.00	20,560.00
205.275	Related Svc - Individual Aide (FT)	12.0000	56,078.0000	Year	0.00	672,936.00	0.00	672,936.00
205.277	8-1-1 Cismr Aide Shared (8-1-1 +2)	5.0000	16,022.0000	Student/Year	0.00	80,110.00	0.00	80,110.00
205.278	Cismr Aide Shared (8-1-1 +3)/FullDay	2.0000	24,033.0000	Student/Year	0.00	48,066.00	0.00	48,066.00
440.100	Arts-in-Ed. - Coordination Fee	0.0000	0.0000	Actual Usage	1,445.00	1,445.00	0.00	1,445.00
440.110	Arts-In-Education Programs	0.0000	0.0000	Actual Usage	8,500.00	8,500.00	0.00	8,500.00
444.105	District Based Virtual Learning Svs 444.105.300 Tutor	0.0000	0.0000	Actual Usage	20,600.00	20,600.00	0.00	20,600.00
444.200	Distance Learning Base Membership 444.200.150 Distance Learning Base > 1 Buildi	1.0000	764.0000	Annual	0.00	764.00	0.00	764.00
444.200	500 Zoom Licenses/Webinars	0.0000	0.0000	Actual Usage	1,850.00	1,850.00	0.00	1,850.00
444.400	Language Interpreting Service 444.400.105 Nuestro Language Services	0.0000	0.0000	Actual Usage	799.54	799.54	0.00	799.54
444.400	110 Propio Language Services	0.0000	0.0000	Actual Usage	515.00	515.00	0.00	515.00
460.490	Outdoor/Eviromental Ed. WSB	0.0000	0.0000	Actual Usage	35,000.00	35,000.00	0.00	35,000.00
508.100	Library Automation 508.100.130 Library Auto (2001 - 5000 Enroll)	0.0000	2,534.0000	Per District	2,534.00	2,534.00	0.00	2,534.00
508.200	Follett. Follett Destiny & OPALS	0.0000	0.0000	Actual Usage	10,876.00	10,876.00	0.00	10,876.00
514.130	IT Acq.-One Time Acquisitions	0.0000	0.0000	Actual Usage	29,877.21	29,877.21	0.00	29,877.21
514.520	NYS Req. Report per stud-PS/PK-12	3,964.0000	3,810.0000	Student	0.00	15,102.84	0.00	15,102.84
514.530	NYS Required Reporting	3,964.0000	0.6600	Student	0.00	2,616.24	0.00	2,616.24
516.100	Library Services/Media Part. 516.100.130 Library/Media (2001-5000 students	0.0000	2,534.0000	Per District	1,266.00	1,266.00	0.00	1,266.00

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES WEST ISLIP UFSD		School Year 2021-22	
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Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Unit				
516.210	Lib. Svc/Media-Virtual Ref. Collect	3,064.0000	10.1400	Student	0.00	31,068.96	0.00	31,068.96	
516.210.109	Virtual Ref. Collect 3-12 Online	0.0000	0.0000	Actual Usage	36,571.15	36,571.15	0.00	36,571.15	
516.220	Library Services - Supp. Databases								
516.300	Library Svc/Media Part. (50% disc)	0.0000	1,266.0000	Per District	1,266.00	1,266.00	0.00	1,266.00	
516.300.130	Lib/Med 2001-5000 stud. (50% disc)								
531.100	NYS Curriculum & Assessment Svc	1.0000	8,000.0000	Service	0.00	8,000.00	0.00	8,000.00	
531.100.110	NYS Curr/Assess Svc 1,000 + stude								
531.200	MLP/Frontline	0.0000	0.0000	District	13,433.15	13,433.15	0.00	13,433.15	
531.200.120	MLP/Frontline - PDMS	0.0000	0.0000	Actual Usage	8,500.00	8,500.00	0.00	8,500.00	
531.300	Customized Staff Development	0.0000	0.0000	Actual Usage	1,700.00	1,700.00	0.00	1,700.00	
531.310	Customized Staff Dev. (Coord. Fee)	0.0000	0.0000	Actual Usage	11,047.00	11,047.00	0.00	11,047.00	
531.315	Professional Development Workshops	0.0000	0.0000	Actual Usage	14,957.60	14,957.60	0.00	14,957.60	
531.440	Staff Development-Public Relations	0.0000	0.0000	Actual Usage	15,790.66	15,790.66	0.00	15,790.66	
531.515	Full Service Scoring for NYSED 3-8	1.0000	0.0000	Actual Usage	343.00	343.00	0.00	343.00	
531.530	NYSAA Grades 3-HS Training for CBT	1.0000	0.0000	Actual Usage	575.00	575.00	0.00	575.00	
531.636	Sub-Reimburse-NYSAA Workshops	1.0000	0.0000	Actual Usage	40.00	40.00	0.00	40.00	
531.637	SubReimburs NYSAAWkpsCoordFee	0.0000	0.0000	Actual Usage	40.00	40.00	0.00	40.00	
532.100	Model Schools	1.0000	8,388.0000	Annual	0.00	8,388.00	0.00	8,388.00	
532.100.120	Model Schools > 2001 students								
601.150	Admin One-Time Tech. Acq.	0.0000	0.0000	Actual Usage	17,652.80	17,652.80	0.00	17,652.80	
601.170	Multi-yr Network Printer Contracts	0.0000	0.0000	Actual Usage	207,210.45	207,210.45	0.00	207,210.45	
601.200	Web Services - Public Relations	0.0000	0.0000	Actual Usage	6,300.00	6,300.00	0.00	6,300.00	
601.380	Fiber WAN in District	0.0000	0.0000	Actual Usage	94,267.39	94,267.39	0.00	94,267.39	
601.410	Election Management Systems	0.0000	0.0000	Actual Usage	13,826.19	13,826.19	0.00	13,826.19	
601.410.210	BOLD/EMS 2.0 Annual Licensing								
601.415	Cafeteria Systems POS	0.0000	0.0000	Actual Usage	1,840.13	1,840.13	0.00	1,840.13	
601.415.140	Cafeteria Systems Licensing								
601.415.161	Nutrikids Support 0-19 Lines	14.0000	917.0000	Per Line	0.00	12,838.00	0.00	12,838.00	
601.440	Emergency and Notification Systems								

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES
WEST ISLIP UFSD

School Year 2021-22

Basis for Current Contract

Program/ Serial No.	Service	Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
601.440.220	ParentSquare	1.0000	0.0000	Actual Usage	19,113.00	19,113.00	0.00	19,113.00
601.450.330	Document Imaging/ Scanning Services	1.0000	8,524.0000	Annual	0.00	8,524.00	0.00	8,524.00
601.450.335	FileBound Hosting<750k Images/Doc	1.0000	1,112.0000	Annual	0.00	1,112.00	0.00	1,112.00
601.455	nVision	1.0000	0.0000	Actual Usage	10,982.50	10,982.50	0.00	10,982.50
601.455.115	nVision Optigate License	1.0000	15,341.0000	Annual	0.00	15,341.00	0.00	15,341.00
601.455.160	nVision Lvl B BOCES Sup-4000-7000	1.0000	0.0000	Actual Usage	34,472.68	34,472.68	0.00	34,472.68
601.455.230	nVision Software Annual License	140.0000	3.7000	Per Form	0.00	518.00	0.00	518.00
601.455.240	nVision W2/1099 Production	0.0000	0.0000	Actual Usage	11,562.10	11,562.10	0.00	11,562.10
601.470.110	ScholarChip - Annual License Fee	1.0000	0.0000	Actual Usage	17,592.47	17,592.47	0.00	17,592.47
601.470.300	Forecast5 - Annual License Fee	0.0000	0.0000	Actual Usage	17,768.00	17,768.00	0.00	17,768.00
601.470.700	SchoolSource Technologies	0.0000	0.0000	Actual Usage	7,647.50	7,647.50	0.00	7,647.50
601.470.750	FinalForms	0.0000	0.0000	Actual Usage	6,845.27	6,845.27	0.00	6,845.27
601.475	Facilities Management Systems	1.0000	0.0000	Annual	3,231.49	3,231.49	0.00	3,231.49
601.475.130	SchoolDudeMaintenance Essentials P	1.0000	0.0000	Annual	8,607.83	8,607.83	0.00	8,607.83
601.475.160	SchoolDude-Event Manager	1.0000	0.0000	Annual	2,863.50	2,863.50	0.00	2,863.50
601.475.180	SchoolDude-Energy Planner	1.0000	0.0000	Actual Usage	55,910.10	55,910.10	0.00	55,910.10
601.475.300	Master Library	0.0000	0.0000	Actual Usage	895.00	895.00	0.00	895.00
601.610	Infinite Campus	0.0000	0.0000	Actual Usage	12,258.75	12,258.75	0.00	12,258.75
601.610.110	Inf. Camp. License Fee K-12	0.0000	0.0000	Actual Usage	0.00	36,534.50	0.00	36,534.50
601.610.132	Inf. Camp Hosting Fee <5000 stude	0.0000	8,900.0000	Student	8,210.00	8,210.00	0.00	8,210.00
601.610.170	Infinite Campus Mgmt. Fee	4,105.0000	0.0000	Actual Usage	5,000.00	5,000.00	0.00	5,000.00
601.610.180	Inf. Camp. K-12 BOCES Support	0.0000	0.0000	Actual Usage	8,210.00	8,210.00	0.00	8,210.00
601.610.191	Infinite Campus Visualization Fee	0.0000	0.0000	Actual Usage	3,500.00	3,500.00	0.00	3,500.00
601.610.194	Inf. Camp Campus Learning	0.0000	0.0000	Actual Usage	2,730.00	2,730.00	0.00	2,730.00
601.610.195	Inf. Camp Backpack	0.0000	0.0000	Actual Usage	18,200.00	18,200.00	0.00	18,200.00
601.610.410	Inf. Camp. Addl Svr	0.0000	0.0000	Actual Usage	0.00	0.00	0.00	0.00
601.810	aimsweb	0.0000	0.0000	Actual Usage	2,730.00	2,730.00	0.00	2,730.00
601.810.180	aimsweb Coord Fee	2,800.0000	6.5000	Student	0.00	18,200.00	0.00	18,200.00
601.810.235	aimsweb PLUS Complete Current Use							
601.990	Test Scanning and Reporting							

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES WEST ISLIP UFSD	School Year 2021-22
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		Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
Program/ Serial No.	Service	Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Contract	To Date	Contract
601.990.160	Test Scan/Rpt NYS ELA Grades 3-8	1,700,000	5.2900	Per Test	0.00	8,993.00	0.00	8,993.00
601.990.170	Test Scan/Rpt NYS Math Grades 3-8	1,700,000	5.2900	Per Test	0.00	8,993.00	0.00	8,993.00
601.990.180	Test Scan/Rpt NYS Science 4 &/or	575,000	5.2900	Per Test	0.00	3,041.75	0.00	3,041.75
601.990.220	Test Scanning and Reporting NYSITE	36,000	6.7500	Per Test	0.00	243.00	0.00	243.00
601.990.300	Test Scan/Rpt NYSESLAT	20,000	10.2000	Per Test	0.00	204.00	0.00	204.00
601.990.312	NYSAA Exam	55,000	5.2900	Per Test	0.00	290.95	0.00	290.95
601.990.320	Test Scan/Rpt Regents All Exams	3,375,000	3.2200	Per Test	0.00	10,867.50	0.00	10,867.50
601.990.327	Regents Data Loading Service	1,000	1,500,000	Year	0.00	1,500.00	0.00	1,500.00
601.990.329	AP Adv Data Loading Service	1,000	2,000,000	Year	0.00	2,000.00	0.00	2,000.00
604.130	Transportation- Coach & Field Trips	0.0000	0.0000	Actual Usage	21,928.00	21,928.00	0.00	21,928.00
609.300	Pr Consulting Services	0.0000	0.0000	Actual Usage	32,682.00	32,682.00	0.00	32,682.00
612.110	Cooperative Bidding	1,000	9,816,000	Year	0.00	9,816.00	0.00	9,816.00
612.110.110	Coop Bidding Grp A (2900+ sdnt)	853,000	42,5000	Per Employee	0.00	36,252.50	0.00	36,252.50
617.100	Employee Assistance Program	1,000	4,112,000	Service	0.00	4,112.00	0.00	4,112.00
618.120	Health/Safety Basic Svc Base Price	7,000	440,000	Building	0.00	3,080.00	0.00	3,080.00
618.130	Health/Safety Basic Svc # bldgs	147,000	94,4300	Student	0.00	13,881.21	0.00	13,881.21
623.110	Nonpublic Textbk Distr - Admin Fee	147,000	173,0000	Per Student Est	0.00	25,431.00	0.00	25,431.00
623.120	Nonpublic Txbk Dist. - Textbook Fee	1,476,000	1.3500	Per Line	0.00	1,992.60	0.00	1,992.60
644.110	Intellipath - Line Charges (ESB)	1,000	0.0000	Actual Usage	30,000.00	30,000.00	0.00	30,000.00
644.150	Verizon Phone Charges	0.0000	0.0000	X-CONTRACT	33,840.00	33,840.00	0.00	33,840.00
662.490	Coordination of Insurance Management	0.0000	0.0000	Service	10,022.00	10,022.00	0.00	10,022.00
665.490	State Aid Planning - Questar III	0.0000	0.0000	Service	9,002.00	9,002.00	0.00	9,002.00
667.490	Computer Services-Capital Region	0.0000	0.0000	Service	4,000.00	4,000.00	0.00	4,000.00
680.490	Fixed Asset Inventory (Questar)	0.0000	0.0000	Actual Usage	4,000.00	4,000.00	0.00	4,000.00

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES WEST ISLIP UFSD	School Year 2021-22
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Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
690.490	On-Line Application Service-Putnam	0.0000		0.0000	Actual Usage	21,000.00	0.00	21,000.00
695.490	Insurance Mgm/ Flex Benes -WSB	0.0000		0.0000	Employee	15,000.00	0.00	15,000.00

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

EASTERN SUFFOLK BOCES
WEST ISLIP UFSD
School Year 2021-22

Summary:
Total of Service Costs - All Funds:
Capital Costs:
Adm. & Clerical Costs:
Total Contract Costs:

5,958,076.95 (Except 001002)
164,488.00 (CoSer 002)
437,785.00 (CoSer 001)
6,560,349.95

The party of the second part hereby agrees to pay the total contract cost to the party of the first part according to the following schedule:
10 Times per year

This contract shall not be valid or binding until it is approved by the Commissioner of Education. IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

EASTERN SUFFOLK BOCES (Party of the First Part)	201 SUNRISE HIGHWAY, PATCHOGUE, NY, 11772-
Signature, President and/or Clerk, BOCES	(Post Office Address)
WEST ISLIP UFSD	100 SHERMAN AVE, WEST ISLIP, NY, 11795
Signature, President and/or Clerk, Board of Education (As Authorized)	(Post Office Address)

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 **Metro Therapy** (hereinafter the “CONSULTANT”), having a principal mailing address of P.O. Box 6005, Hauppauge, NY 11788-9005.

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:

SEE ATTACHED SERVICES AND RATE SHEET

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be **as per attached rate sheet.**

E. INSURANCE

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S

responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).

2. CONSULTANT shall provide the DISTRICT with 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.

Metro Therapy

West Islip Union Free School District

BY:


Executive Director

BY: _____

President, Board of Education

"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE
FREEDOM OF INFORMATION LAW"

SCHEDULE A – Page 1 of 2
PROPOSED RATES FOR West Islip UFSD
(July 1, 2020-June 30, 2021)

THIS SCHEDULE MUST BE ATTACHED TO ANY CONTRACT AWARDED

Individual Session

O.T. R., PT, Speech, Counseling \$42.50 ½ hour
(Includes push-ins, pull-outs, consultation and observations)

Group Session (up to 5 students)

O.T. R., PT, Speech, Counseling \$63.00 ½ hour
(Includes push-in and pull-out sessions)

All services except Resource Room, Vision and Hearing services provided in the home, private or parochial schools will be billed at the rate of \$50.00 per half hour session per child.

OT/PT Screenings

\$45.00 per screening

Evaluations

OT/PT	\$190.00 each
Speech	\$275.00 each
Neuropsychological	\$3600.00 each
Psychological	\$475.00 each
A-DOS	\$550.00 each
Psychological/Ed	\$775.00 each
Social History	\$100.00 each
Classroom Observation w/report	\$100.00 each
Education by Psychologist	\$375.00 each
Education by Spec Educator	\$275.00 each
Bilingual OT/PT	\$200.00 each
Bilingual Speech	\$375.00 each
Bilingual Psychological	\$575.00 each
Bilingual Psychological/Ed	\$875.00 each
Bilingual Social History	\$175.00 each
Bilingual Education by Psychologist	\$475.00 each
Bilingual Education by Spec Educator	\$375.00 each
Assistive Technology/AAC	\$1800.00 each
Vision and Hearing	\$ 300.00 each
Central Auditory Processing (CAP)	\$1750.00 each

Whole Classroom Push-ins OT

\$70.00 ½ hour

Handwriting Groups

\$65.00 per half hour up to 8 children

Behavior Intervention

Consults (BCBA)	\$125.00 per hour in school
Consults (non-BCBA)	\$100.00 per hour in school
BIS/Family Training (BCBA)	\$130.00 hour individual in home
BIS/Family Training (non-BCBA)	\$120.00 hour individual in home
FBA/BIP	\$125.00 per hour
Autism/PDD Training	\$175.00 per hour

"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW"

Schedule A – Page 2 of 2

Behavior Intervention (cont'd)

Registered Behavior Technician Training (up to 10 participants) *	
40-hour RBT during school hours (certification)	\$4500.00
Each additional participant	\$ 100.00
40-hour evening after-school hours (certification)	\$6500.00
Each additional participant	\$ 100.00
Competency Test Administration	\$ 125.00 per hour
15-hour RBT during school hours (non-certification)	\$2500.00
Each additional participant	\$ 100.00
On-going RBT Supervision	
Individual 1:1 supervision	\$125.00 an hour
Group Supervision	\$145.00 an hour

**additional RBT fees to BACB apply*

Translations

Reports	\$35.00 per page
Interpreting	\$50.00 per half hour
Proctoring	\$50.00 per half hour

Meetings

CSE Meeting	\$50.00 per half hour
Team Meeting	\$50.00 per half hour

Special Rate Schedule

- Resource Room/Consultant Teacher Services will be billed at the rate of \$45.00 per 30 minute individual session per child and \$35.00 per 30 minute session per child if in a group of two, and \$30.00 per child per 30 minute session for a group of 3-5.
- Vision Services - \$63.00 ½ hour
- Teacher of the Deaf Services - \$63.00 ½ hour
- Home Instruction (special education/resource room) - \$100 per hour
(Certified Special Educator providing services directly addressing IEP goals or needs in 504 Plan.)
- Teacher's Assistant - \$ 40.00 per hour
- Assistive Technology Consults - \$200.00 per hour

Staff Development (In-services, workshops, consultative meetings)

- \$1,600.00 per day; \$850.00 per ½ day
- \$300.00 per hour - 2 hours or less

Scheduling Consultation – A ½ per session fee will be charged per student, during the first two weeks of the school year until scheduling is completed. Scheduling is meeting the child, meeting the teachers and all staff, and preparing the schedule.

Reports – All progress reports, annual review testing and goals will be inputted in to the School District IEP system at no charge. If Metro Therapy, Inc. is required to input SPAMS, Medicaid Notes or any other report, a charge of \$50.00 per half hour per therapist per month.

NYSAA BOCES Trainings- \$750.00 per day, \$ 400.00 per ½ day

Administrative Staffing Options – available upon request; contact us for additional information.

FOR CONTRACTS WITH RENEWAL CLAUSES (EXTENSIONS) – WE RESERVE THE RIGHT TO INCREASE RATES UPON THE RENEWAL BY 2% OR THE COST OF LIVING ALLOWANCE, WHICHEVER IS LOWER ON THE DATE OF THE RENEWAL.

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

and

Metro Therapy, 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, **Metro Therapy, Inc.** (the “Contractor”) located at 1363-8 Veterans Memorial Highway, Hauppauge, NY 11795.

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 Metro Therapy, 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.]*

Data is stored electronically on our secure, proprietary computer system that encrypts

information. Paper originals that are stored on-site are located in units accessible only

to designated employees. Archived files are housed in a secure, off-site facility.

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.

METRO THERAPY, INC.

WEST ISLIP UFSD

By: 

By: _____

Print Name: Frank Caligiuri

Print Name: Steven D. Gellar

Title: Director of Pediatrics

Title: President, Board of Education

Date: 4/9/21

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 **Nassau Suffolk Services for Autism – The Martin C. Barell School** (hereinafter the "CONSULTANT"), having a principal mailing address of 80 Hauppauge Road, Commack, New York 11725.

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:

Related Services as per attached 2021-2022 Rate Schedule

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation as per attached Rate Schedule for the 2021-2022 school year.

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.

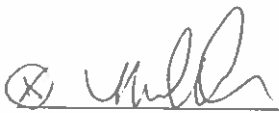
K. ENTIRE AGREEMENT

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.

Nassau Suffolk Services for Autism

West Islip Union Free School District

BY:  _____

Executive Director

Nicole Weidenbaum

Date: 4/1/21

BY: _____

President, Board of Education



NSSA - Rate Schedule for School Year 2021-2022

Name of Provider: Nassau Suffolk Services for the Autistic, Inc. (NSSA)

Contact Name and Title: Bonnie Eisert, Director of Consultation Services
Diana Mazzeo, Finance Coordinator

Address: 80 Hauppauge Road, Commack, NY 11725

Telephone #: 631-462-0386

Fax #: 631-462-4201

Website/E-Mail: www.nssainfo.org

Email: dmazzeo@nssa.net

Type(s) of Related Service and Rate Information for each type of Related Service that would be included in a potential agreement with the District(s):

Type of Related Service: Behavior Intervention Consultation (Indirect)

Rate Information: \$150.00/per hour

Type of Related Service: Behavior Intervention Services-Teacher/ABA Paraprofessional

Rate Information: \$85.00/per hour

Type of Related Service: Parent Training

Rate Information: \$150.00/per hour

Type of Related Service: Parent Training Workshop (Small Group)

Rate Information: \$200.00/per hour

Type of Related Service: Behavior Intervention Services – Teacher (home tutoring/instruction) or Extended Day Services

Rate Information: \$85.00/per hour

Type of Related Service: Behavior Intervention Services-Supervision

Rate Information: \$150.00/per hour

NSSA - Rate Schedule for School Year 2021-2022 (continued)

Type of Related Service: <u>Consultant Teacher or 1:1 Aide</u>	Rate Information: <u>\$85.00/per hour</u>
Type of Related Service: <u>Intensive Clinical Support Instructor</u>	Rate Information: <u>\$100.00/per hour</u>
Type of Related Service: <u>Functional Behavior Analysis</u>	Rate Information: <u>\$150.00/per hour</u>
Type of Related Service: <u>Staff Development and Training</u>	Rate Information: <u>\$200.00/per hour</u>
Type of Related Service: <u>Transition Planning Consultation</u>	Rate Information: <u>\$200.00/per hour</u>
Type of Related Service: <u>Job Coach/Aide</u>	Rate Information: <u>\$85.00/per hour</u>
Type of Related Service: <u>Resource Room/Learning Center</u>	Rate Information: <u>\$85.00/per hour</u>

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

and

Nassau Suffolk Services for Autism – The Martin C. Barell School

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, Nassau Suffolk Services for Autism – The Martin C. Barell School (the “Contractor”) located at 80 Hauppauge Road, Commack, NY 11725.

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 Nassau Suffolk Services for Autism-The Martin C. Barell School.
 - 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.]*

see attached

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.

**Nassau Suffolk Services for Autism -
The Martin C. Barell School**

WEST ISLIP UFSD

By:  _____

By: _____

Print Name: Nicole Weidenbaum

Print Name: Steven D. Gellar

Title: Executive Director

Title: President, Board of Education

Date: 4/1/21

Date: _____



Data Security and Privacy Plan

Overview

Student data security and privacy is a critical component of NSSA's ability to make informed, data-based educational decisions that impact the lives of the students we serve. The safe collection, use, protection, and management of the various types of student Personally Identifiable Information (PII) or other sensitive data is critical to our school's operations.

NSSA's information collecting systems are used only to collect and record student data for purposes related to student education, school management, reporting, or other appropriate, school-related purposes. Student PII or other sensitive data requested, collected, captured, generated, stored, or otherwise entrusted to and maintained by NSSA is only shared for legitimate educational purposes with those who are authorized, or as required by law. Reasonable care is taken to ensure that student PII or other sensitive data is never misused or disclosed to unauthorized individuals.

Storage and Security Protections:

- All student data and files that are stored electronically are kept with limited accessibility under password protected files on a server that is encrypted while in motion and at rest.
 - The use of an encrypted drive is employed for all email transmission of student data and information (e.g., OneDrive)
- Account management and access controls. Only the administrator controls the password and has the ability to change the users' password or disable the account
- All non-electronic student data and files are maintained in locked file cabinets and accessible only to staff working on the case (e.g., teacher, case manager, administrator)
- All NSSA staff attend annual and ongoing mandatory training on data security, privacy, HIPAA, and corporate compliance.



NSSA's Additional Commitments as a Third Part Contractor:

- **Contractor Lists** – NSSA will provide a list of all staff working on the contract to the school district representative.
 - NSSA will limit internal access to education records to those individuals who have a legitimate educational interest in such records (e.g., consultant teacher, behavior consultant, supervisor, department director etc.)
 - All NSSA staff attend annual mandatory training on data security, privacy, HIPAA, and corporate compliance.
 - NSSA will not use educational records for any other purpose than those explicitly authorized in the contract.
- **Data Accuracy / Correction Process** – School district personnel or parents who have a concern about the accuracy of data may communicate their concerns via email or phone call to the Executive Director.
- **Incident Reporting** – NSSA contractors will report all security incidents directly to the school district representative.
 - In the unlikely event NSSA is involved in a security incident or breach, NSSA will notify the school district in the most expedient way possible and without unreasonable delay.
- **Contractor Termination** - Upon departure of a contractor from the school district, NSSA will ensure that all sensitive information is collected and returned to the school district or destroyed within a timeframe mutually agreed upon.
- **Keycard and Security Access** - Upon termination of contract or at the request of the school district, NSSA will surrender all identification badges, access cards, equipment and supplies owned by the school district immediately.



- Equipment and/or supplies retained by NSSA will be documented and authorized by the Executive Director
- **Auditing and Compliance** – NSSA complies with all auditing requirements. All software used by NSSA is properly inventoried and licensed.
- **Disclosure of Sub-Contractors** – NSSA does not use sub-contractors for contracted school district consultation.

Nassau Suffolk Services for the Autistic, Inc.

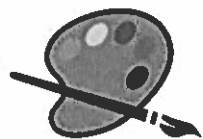
Company Name

Nicole Weidenbaum, Executive Director

Print Name and Title

4/16/21

Signature and Date



WI
WEST ISLIP PUBLIC SCHOOLS
DEPARTMENT OF ART AND MUSIC EDUCATION

Mr. Eric R. Albinder, Director
1 Lion's Path, West Islip, NY 11795
Email: e.albinder@wi.k12.ny.us
Phone: (631)504-5806 • Fax: (631)893-3270

AGENDA ITEM X. C)
BUSINESS ITEMS
RM 5/6/2021



Memorandum

To: Elisa Pellati, Assistant Superintendent for Business

From: Eric Albinder

Date: April 20, 2021

Re: Surplus of Stereo Equipment

I would like to request the surplus of 1 JVC Compact Disc System currently located at Mantueck Elementary School in the large music room. The serial number is 157C4322. This equipment is from 2002 and does not function!

INVOICE

Invoice Date 04/06/2021
 Customer No. 390

Customer / Bill To:
West Islip UFSD Corner of Beach Street & Sherman Avenue West Islip, NY 11795

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

Phone	Fax	E-Mail Address	Terms	Invoice Amount
			Due Upon Receipt	1,963.86

Items / Services	Cost Basis	Quantity	Unit Price	Amount
Health Services Health Services for 2 students attending Ss. Cyril & Methodius School in Deer Park for the 2020-21 School Year	Yr.	2.00	981.930	1,963.86

TOTAL: 1,963.86

DETACH HERE AND SEND WITH PAYMENT

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

Invoice No. 54838
 Invoice Date 04/06/2021
 Customer No. 390
Total Due: \$1,963.86

Payment Terms: Due Upon Receipt

Mail Payments To:

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

Amount Enclosed:

**DEER PARK UNION FREE SCHOOL DISTRICT
DEER PARK, NY 11729**

CONTRACT FOR HEALTH SERVICES

*THIS AGREEMENT made in duplicate this 8th day of March 2021 by and between the Board of Education of **West Islip UFSD** party of the first part, and the Board of Education, Deer Park UFSD, County of Suffolk, NY, party of the second part.*

WITNESSETH, that whereas party of the first part has been duly empowered by the provisions of Section 912 of the Education Law to enter into a contract for the purpose of providing Health Services for children residing in said school district and attending nonpublic school (SS. Cyril & Methodius School) in Deer Park UFSD, County of Suffolk, New York and to begin on September 1, 2020 and to the end of June 30, 2021.

*NOW THEREFORE, the said party of the first part hereby agrees to pay to the party of the second part the sum of \$981.93 per pupil for Health Services to be provided to students residing in said and **West Islip UFSD** attending nonpublic schools in said Deer Park UFSD, County of Suffolk, New York.*

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

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

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

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

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

equipment and supplies pertaining to delivery of services).

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

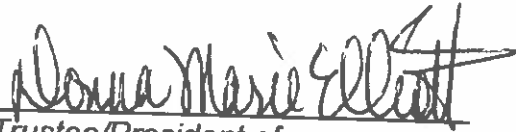
In Witness Whereof, the parties have hereunto set their hands the day and year above written.

Trustee/President of
Board of Education

PARTY OF THE FIRST PART

Trustee or Clerk of
Board of Education

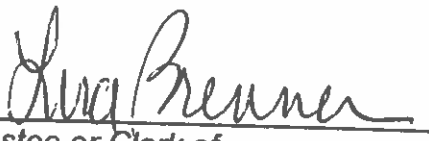
Post Office Address



Trustee/President of
Board of Education

PARTY OF THE SECOND PART

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



Trustee or Clerk of
Board of Education



APPROVAL OF SUPERINTENDENT

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: REFRIGERATION REPAIR AND SERVICE

DATE: 4/23/2021

CC: E. PELLATI, M. STEINWEISS

A request for sealed bids for Refrigeration Repair and Service for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday April 1, 2021. The bid was also advertised on the West Islip District website.

A total of fourteen (14) bids were mailed to prospective bidders. A total of Five (5) were returned. These five (5) bids were opened on April 19, 2021.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for Refrigeration Repair and Service be awarded to:

Aurora Equipment Service, Inc.

Please see the attached spreadsheet for details with regard to this bid. Please contact me with any questions.

West Islip USFD
 Refrigeration Repair and Service
 Bid #2101-04/19/21

	<u>L.I. Equipment</u>	<u>Comfort Kool</u>	<u>McCloskey</u>	<u>Best Climate</u>	<u>Comm-Instru</u>
Per Hr. Rate (1st Hr.)	\$ 60.00	\$ 75.00	\$ 99.75	\$ 95.00	\$ 95.00
Prompt Pay Disc.	0%	0%	2%	0%	0%
Net Per Hr. Rate (1st Hr.)	<u>\$ 60.00</u>	<u>\$ 75.00</u>	<u>\$ 97.76</u>	<u>\$ 95.00</u>	<u>\$ 95.00</u>
Per Hr. Rate (2nd Hr. +)	\$ 60.00	\$ 75.00	\$ 97.75	\$ 95.00	\$ 95.00
Prompt Pay Disc.	0%	0%	2%	0%	0%
Net Per Hr. Rate (2nd Hr.+)	<u>\$ 60.00</u>	<u>\$ 75.00</u>	<u>\$ 95.80</u>	<u>\$ 95.00</u>	<u>\$ 95.00</u>
Total Hrs. Labor 20-21	222.5	222.5	222.5	222.5	222.5
Cost of Labor	<u>\$ 13,350.00</u>	<u>\$ 16,687.50</u>	<u>\$ 21,477.45</u>	<u>\$ 21,137.50</u>	<u>\$ 21,137.50</u>
Cost of Materials 20-21	\$ 12,732.86	\$ 12,732.86	\$ 12,732.86	\$ 12,732.86	\$ 12,732.86
Materials Markup	\$ 2,246.97	\$ 3,183.21	\$ 2,246.97	\$ 2,546.57	\$ 2,546.57
Cost of Materials	\$ 14,979.83	\$ 15,916.07	\$ 14,979.83	\$ 15,279.43	\$ 15,279.43
Prompt Pay Disc.	0%	0%	2%	0%	0%
Total Cost of Materials	\$ 14,979.83	\$ 15,916.07	\$ 14,680.23	\$ 15,279.43	\$ 15,279.43
Total Cost of Labor & Materials	\$ 28,329.83	\$ 32,603.57	\$ 36,157.68	\$ 36,416.93	\$ 36,416.93

Materials
 CONTRACTOR'S CERTIFIED COST + _____ %

L.I. Equipment Service	15%
Comfort Kool	25%
McCloskey Mechanical	15%
Best Climate Control	20%
Commercial Instrumentation	20%

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: SHEET MUSIC AND INSTRUCTIONAL MATERIAL BID AWARD

DATE: 4/23/2021

CC: E. PELLATI, E. ALBINDER

A request for sealed bids for Sheet Music and Instructional Materials for the 2021-2022 school year was advertised in Newsday and the Islip Bulletin on Thursday, April 1, 2021. The Bid was also advertised on the West Islip website.

A total of twelve (12) bid applications were mailed to prospective bidders. A total of Four (4) bids were returned. These four (4) bids were opened on April 19, 2021.

RECOMMENDATION:

That the purchase of Sheet Music and Instructional Materials be awarded to the vendor listed below on the basis of low bid meeting specifications:

Advantage Music

Please see attached spreadsheet for details with regards to all bidders. Please contact me with any questions.

**West Islip UFSD
Sheet Music & Instructional Material
Bid # 2102 4/19/21**

<u>Company</u>	<u>% of Discount From List Price</u>	<u>Payment Discount</u>	<u>Total Discount</u>
Advantage Music	41.00%	0%	41.00%
Family Melody	20.00%	0%	20.00%
Southwest Strings	10.00%	0%	10.00%
Music in Motion*	0%	0%	0%

****Music in Motion offers "Free Shipping & Handling" for qualifying items.***

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: HEATING, VENTILATION AND AIR CONDITIONING SERVICE CONTRACT

DATE: 4/23/2021

CC: E. PELLATI, J. BOSSE

A request for sealed bids for Heating, Ventilation and Air Conditioning Service Contract for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday, March 28, 2019. This bid was also advertised on the West Islip website.

A total of thirteen (13) bids were mailed to prospective bidders. A total of six (6) bids were returned. These six (6) bids were opened on April 20, 2021.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for Heating, Ventilation and Air Conditioning Service Contract be awarded to:

Best Climate Control Corporation

Please see the attached spreadsheet for details with regard to this bid. Please contact me with any questions.

**West Islip USFD
Heating, Ventilation & A/C Service
Bid #2103-04/20/21**

	<u>Best Climate</u>	<u>Comfort Kool</u>	<u>Commercial Instrument.</u>	<u>Ultimate Power</u>	<u>Inter-County Mechanical</u>	<u>Hi-Tech A/C</u>
Per Hr. Rate	\$ 100.00	\$ 80.00	\$ 100.00	\$ 105.00	\$ 145.00	\$ 115.00
Prompt Pay Disc.	0%	0%	0%	0%	0%	0%
Net Per Hr. Rate	<u>\$ 100.00</u>	<u>\$ 80.00</u>	<u>\$ 100.00</u>	<u>\$ 105.00</u>	<u>\$ 145.00</u>	<u>\$ 115.00</u>
Total Hrs. Labor 20-21	157	157	157	157	157	157
Cost of Labor	<u>\$ 15,700.00</u>	<u>\$ 12,560.00</u>	<u>\$ 15,700.00</u>	<u>\$ 16,485.00</u>	<u>\$ 22,765.00</u>	<u>\$ 18,055.00</u>
Cost of Materials 20-21	\$ 4,144.68	\$ 4,144.68	\$ 4,144.68	\$ 4,144.68	\$ 4,144.68	\$ 4,144.68
Materials Markup	\$ 1,036.17	\$ 1,036.17	\$ 1,036.17	\$ 1,450.64	\$ 1,036.17	1036.17
Cost of Materials	<u>\$ 5,180.85</u>	<u>\$ 5,180.85</u>	<u>\$ 5,180.85</u>	<u>\$ 5,595.32</u>	<u>\$ 5,180.85</u>	<u>\$ 5,180.85</u>
Prompt Pay Disc.	0%	0%	0%	0%	0%	0%
Total Cost of Materials	<u>\$ 5,180.85</u>	<u>\$ 5,180.85</u>	<u>\$ 5,180.85</u>	<u>\$ 5,595.32</u>	<u>\$ 5,180.85</u>	<u>\$ 5,180.85</u>
Total Cost of Labor & Materials	\$ 20,880.85	\$ 17,740.85	\$ 20,880.85	\$ 22,080.32	\$ 27,945.85	\$ 23,235.85
Annual Comprehensive Service Maintenance Program						
4 Interim Inspections	\$ 8,310.00	\$ 12,500.00	\$ 28,760.00	\$ 42,000.00	\$ 58,290.00	\$ 90,600.00
Total Cost of Labor, Materials & Annual Service Contract	<u>\$ 29,190.85</u>	<u>\$ 30,240.85</u>	<u>\$ 49,640.85</u>	<u>\$ 64,080.32</u>	<u>\$ 86,235.85</u>	<u>\$ 113,835.85</u>

Materials
CONTRACTOR'S CERTIFIED COST + _____%
 Best Climate Control 20%
 Comfort Kool 20%
 Commercial Instrumentation 20%
 Ultimate Power 35%
 Inter County Mechanical 20%
 Hi-Tech Air Conditioning Service 20%

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: BOILER MAINTENANCE

DATE: 4/23/2021

CC: E. PELLATI, J. BOSSE

A request for sealed bids for Boiler Maintenance was advertised in Newsday and the Islip Bulletin on Thursday, April 1, 2021. The bid was also advertised on the West Islip District website.

A total of Nine (9) bids were mailed to prospective bidders. A total of six (6) were returned. These six (6) bids were opened on April 20, 2021.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for Boiler Maintenance be awarded to:

Bain Mechanical

Please see the attached spreadsheet for details with regard to all bidders. Please contact me with any questions.

**West Islip UFSD
Boiler Maintenance
Bid # 2104 4/20/21**

Labor Comparison

	Bain Mech	Thermo Tech	Comm Instru	Ultimate Power	Island Industrial	McCloskey
Mechanic Hourly Rate	\$ 80.00	\$ 90.00	\$ 100.00	\$ 105.00	\$ 110.00	\$ 122.75
Prompt Pay Discount	0.5%	1%	0%	0%	0%	2%
Net Hourly Rate	\$ 79.60	\$ 89.10	\$ 100.00	\$ 105.00	\$ 110.00	\$ 120.30

Materials

Contractor's Certified Cost + _____%

Bain Mechanical	15%
Thermo Tech	15%
Commercial Instru	20%
Ultimate Power	35%
Island Industrial	20%
McCloskey Mechanic	15%

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: GATES AND CHAIN LINK FENCING

DATE: 4/23/2021

CC: E. PELLATI, J. BOSSE

A request for sealed bids for Gates and Chain Link Fencing was advertised in Newsday and the Islip Bulletin on Thursday, April 1, 2021. This bid was also advertised on the West Islip Website.

A total of eleven (11) bids were mailed to prospective bidders. A total of six (6) bids were returned. These six (6) bids were opened on April 20, 2021.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for Gates and Chain Link Fencing be awarded to:

Ideal Fence Corporation

Please see the attached spreadsheet for details with regards to all bidders. Please contact me with any questions.

**West Islip UFSD
Gates and Chain Link Fencing
Bid #2105 4/20/21**

<u>Company</u>	<u>Fence Installation Labor</u>			<u>Prompt Pay Discount</u>	<u>Hr.Rate Mechanic</u>	<u>Hr.Rate Helper</u>
	<u>Price per Ft. 0-199'</u>	<u>Price per Ft. 200-299'</u>	<u>Price per Ft. 1000'+</u>			
Ideal Fence	\$ 12.00	\$ 11.25	\$ 10.00	4%	\$ 92.00	\$ 74.00
	\$ 11.52	\$ 10.80	\$ 9.60		\$ 88.32	\$ 71.04
LandTek	\$ 20.00	\$ 16.00	\$ 14.00	0%	\$ 175.00	\$ 150.00
Residential Fence	\$ 34.00	\$ 19.00	\$ 15.00	2%	\$ 200.00	\$ 150.00
	\$ 33.32	\$ 18.62	\$ 14.70		\$ 196.00	\$ 144.00
Spitale Construction	\$ 36.00	\$ 36.00	\$ 32.00	0%	\$ 142.00	\$ 125.00
WBE Fence	\$ 30.00	\$ 35.00	\$ 45.00	5%	\$ 120.00	\$ 80.00
	\$ 28.50	\$ 33.25	\$ 42.75		\$ 114.00	\$ 76.00
Island Fence	\$ 58.00	\$ 55.00	\$ 52.00	0%	\$ 185.00	\$ 165.00

<u>Company</u>	<u>Gates Installation Labor</u>			<u>Prompt Pay Discount</u>
	<u>3' Gate</u>	<u>10' Gate</u>	<u>20' Gate</u>	
Ideal Fence	\$ 64.00	\$ 95.00	\$ 150.00	4%
	\$ 61.44	\$ 91.20	\$ 144.00	
Landtek	\$ 25.00	\$ 50.00	\$ 50.00	0%
Residential Fence	\$ 100.00	\$ 250.00	\$ 600.00	2%
	\$ 98.00	\$ 245.00	\$ 588.00	
Spitale Construction	\$ 150.00	\$ 800.00	\$ 1,600.00	0%
WBE Fence	\$ 1,100.00	\$ 1,600.00	\$ 2,000.00	5%
	\$ 1,045.00	\$ 1,520.00	\$ 1,900.00	
Island Fence	\$ 760.00	\$ 2,300.00	\$ 4,100.00	0%

Parts and Materials will be Certified Cost + _____ %

Ideal Fence	12%
LandTek Group	30%
Residential Fence	20%
Spitale Construction	20%
WBE Fence	5%
Island Fence	55%

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: ATHLETIC UNIFORMS

DATE: 4/27/2021

CC: E. PELLATI, T. HORAN

A request for sealed bids for Athletic Uniforms for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday, April 1, 2021. This bid was also advertised on the West Islip website.

A total of Ten (10) bids were mailed to prospective bidders. A total of two (2) bids were returned. The two (2) bids were opened on April 21, 2021.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for Athletic Uniforms is awarded to:

BSN	Total Cost (Varsity Gymnastics)	\$ 755.80
Riddell	Total Cost (Varsity Football)	\$21,720.00

Please see the attached spreadsheet for details with regard to this bid. Please contact me with any questions.

**West Islip UFSD
Athletic Uniforms
Bid #2106, April 21, 2021**

<u>Category</u>	<u>Quantity</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>
Varsity Gymnastics			
Under Armour #UA-1326774			
<i>Woman's Warm-up Jacket</i>			
Xsmall	2	\$ 37.79	No Bid
Small	5	\$ 37.79	
Medium	9	\$ 37.79	
Large	3	\$ 37.79	
XLarge	1	\$ 37.79	
Total		\$ 755.80	\$ -

<u>Category</u>	<u>Quantity</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>
Varsity Football			
Riddell #HP Speed			
<i>Jersey (Home)</i>			
Small	5	\$ 55.00	\$ 95.00
Medium	15	\$ 55.00	\$ 95.00
Large	20	\$ 55.00	\$ 95.00
XLarge	15	\$ 55.00	\$ 95.00
XXLarge	5	\$ 55.00	\$ 95.00
Total		\$ 3,300.00	\$ 5,700.00 ***

<u>Category</u>	<u>Quantity</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>
Varsity Football			
Riddell #HP Speed			
<i>Jersey (Away)</i>			
Small	5	\$ 55.00	\$ 95.00
Medium	15	\$ 55.00	\$ 95.00
Large	20	\$ 55.00	\$ 95.00
XLarge	15	\$ 55.00	\$ 95.00
XXLarge	5	\$ 55.00	\$ 95.00
Total		\$ 3,300.00	\$ 5,700.00 ***

<u>Category</u>	<u>Quantity</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>
Varsity Football			
Riddell #HP Speed			
<i>Mesh Pants (Home)</i>			
Small	5	\$ 45.00	\$ 86.00
Medium	15	\$ 45.00	\$ 86.00
Large	20	\$ 45.00	\$ 86.00
XLarge	15	\$ 45.00	\$ 86.00
XXLarge	5	\$ 45.00	\$ 86.00
Total		\$ 2,700.00	\$ 5,160.00 ***

<u>Category</u>		<u>BSN</u> <u>Sports</u>	<u>Riddell</u> <u>All Amer.</u>
Varsity Football		Sub	
Riddell #HP Speed		BSN	
Mesh Pants (Away)		7513-Blitz	
Small	5	\$ 45.00	\$ 86.00
Medium	15	\$ 45.00	\$ 86.00
Large	20	\$ 45.00	\$ 86.00
XLarge	15	\$ 45.00	\$ 86.00
XXLarge	5	\$ 45.00	\$ 86.00
	Total	\$ 2,700.00	\$ 5,160.00 ***
GRAND TOTAL		\$ 755.80	\$21,720.00

*****NOTE: Tim Horan, Athletic Director, conducted a review of potential BSN substitute football uniform part numbers. It is felt that the district should stay with the original identified part numbers from Riddell due to design, longevity and proven durability. Riddell applications are exactly what the district wants.**

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: ATHLETIC EQUIPMENT RECONDITIONING

DATE: 4/23/2021

CC: E. PELLATI, T. HORAN

A request for sealed bids for Athletic Equipment Reconditioning for the West Islip School District was advertised in Newsday and the West Islip Bulletin on Thursday, April 1, 2020. This bid was also advertised on the West Islip website.

A total of four (4) bids were mailed to prospective bidders. A total of one (1) was returned. The one (1) bid was opened on April 21, 2021.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for Athletic Equipment Reconditioning is awarded to:

Riddell All American Company

Please see the attached for details with regard to this bid. Please contact me with any questions.

West Islip UFSD
Athletic Equipment Reconditioning
Bid #2108, April 21, 2021

<u>Category</u>	<u>Riddell</u> <u>Bid - 2021</u>	<u>Riddell</u> <u>Bid - 2018</u>	<u>Quantity</u>
Football Helmets Reconditioned, Painted, Cages Reinstalled Recertified	\$ 4,200.00	\$ 4,200.00	175
Football Shoulder Pads Reconditioned, Elastic and Hardware	\$ 236.25	\$ 1,723.75	175
	<i>Note: '18 Bid had additional \$8.50 charge</i>		
Football Jerseys Cleaning, Pressing and Repairs	\$ 1,450.00	\$ 870.00	580
Football Pants Cleaning, Pressing and Repairs	\$ 1,062.00	\$ 950.00	40 Game 500 Pants
Football Girdles Cleaning, Pressing and Repairs	N/C	\$ 90.00	100
Basketball Jerseys Cleaning, Pressing and Repairs	\$ 337.50	\$ 243.00	270
Basketball Shorts Cleaning, Pressing and Repairs	\$ 300.00	\$ 216.00	240
Baseball & Softball Helmets Reconditioned, Painted, Recertified	\$ 99.00	\$ 99.00	20
Baseball & Softball Shirts Cleaning, Pressing and Repairs	\$ 207.00	\$ 207.00	230
Baseball & Softball Pants Cleaning, Pressing and Repairs	N/C	N/C	200
Wrestling Singlets Cleaning, Pressing and Repairs	\$ 81.00	\$ 81.00	90
Cross Country Jerseys and Shorts Cleaning, Pressing and Repairs	\$ 90.00	\$ 90.00	100
Field Hockey Jerseys Cleaning, Pressing and Repairs	\$ 162.00	\$ 162.00	180
Field Hockey Kilts Cleaning, Pressing and Repairs	\$ 162.00	\$ 162.00	180
Soccer Jerseys Cleaning, Pressing and Repairs	\$ 360.00	\$ 360.00	400

<u>Category</u>	<u>Riddell - 21</u>	<u>Riddell - 18</u>	<u>Quantity</u>
Soccer Shorts			
Cleaning, Pressing and Repairs	\$ 288.00	\$ 288.00	320
Soccer Jackets & Warm Up Pants			
Cleaning, Pressing and Repairs	N/C	N/C	
Swimming Jackets & Warm Up Pants			
Cleaning, Pressing and Repairs	N/C	N/C	160
Tennis Shirts and Shorts			
Cleaning, Pressing and Repairs	N/C	N/C	120
Tennis Skirts			
Cleaning, Pressing and Repairs	N/C	N/C	40
Volleyball Jerseys & Shorts			
Cleaning, Pressing and Repairs	N/C	N/C	180
Cheerleading Shirts & Skirts			
Cleaning, Pressing and Repairs	\$ 360.00	\$ 216.00	240
Cheerleading Sequin Tops			
Cleaning, Pressing and Repairs	N/C	N/C	60
Lacrosse Jerseys & Shorts			
Cleaning, Pressing and Repairs	\$ 720.00	\$ 720.00	500 Jerseys 300 Shorts
Lacrosse Jackets & Warm Up Pants			
Cleaning, Pressing and Repairs	N/C	N/C	100
Lacrosse Skirts			
Cleaning, Pressing and Repairs	N/C	N/C	200
Totals	<u>\$ 10,114.75</u>	<u>\$ 10,677.75</u>	

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: PURCHASE OF A NEW CNC MILLING MACHINE

DATE: APRIL 23, 2021

CC: E. PELLATI, B. BUONOMO

A request for sealed bids for Purchase of a New CNC Router Machine was advertised in Newsday and the Islip Bulletin on Thursday, April 1, 2021. This bid was also advertised on the West Islip District website.

A total of Ten (10) bids were mailed to prospective bidders. A total of one (1) was returned. The one (1) bid was opened on April 22, 2021.

RECOMMENDATION:

Based on the bid meeting specifications that the contract for Purchase of a New CNC Router Machine be awarded to:

ShopSabre

Cost of ShopSabre 23 to the West Islip UFSD: \$16,555.00

Please contact me with any questions.

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: IN-CAR DRIVER EDUCATION INSTRUCTION WITH VEHICLES

DATE: 4/23/2021

CC: E. PELLATI, T. HORAN

A request for sealed bids for In-Car Driver Education Instruction with Vehicles for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday, April 1, 2021.. The bid was also advertised on the West Islip website.

A total of Eight (8) bids were mailed to prospective bidders. A total of three (3) were returned. The three (3) bids was opened on April 22, 2021.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for In-Car Driver Education Instruction with Vehicles is awarded to:

Fitzgerald's Driving School, Inc.

Please see the attached spreadsheet for details with regard to this bid. Please contact me with any questions.

**West Islip UFSD
In-Car Driver Education with Vehicles
Bid #2110, 4/22/21**

<u>Vendor</u>	<u>Price per</u> <u>Student 7/21 - 6/22</u>	<u>Prompt Pay</u> <u>Discount</u>	<u>Final price</u> <u>Student</u>	<u>Increase</u>
Fitzgerald's Driving School, Inc.	\$ 304.00	0	\$ 304.00	
All Care, Inc.	\$ 375.00	2%	\$ 367.50	
Suffolk Auto Driving School	\$ 395.00	0	\$ 395.00	

<u>Note:</u> <u>Cost Comparison</u>	<u>Price per Student</u>	<u>Spring</u> <u>96 Students</u>	<u>Summer</u> <u>48 Students</u>	<u>Fall</u> <u>96 Students</u>	<u>Total Cost</u> <u>Year</u>
Present Vendor: Suffolk Auto Driv.Sch.	\$ 294.95	\$ 28,315.20	\$ 14,157.60	\$ 28,315.20	\$ 70,788.00
2021 Bid Winner: Fitzgerald's	\$ 304.00	\$ 29,184.00	\$ 14,592.00	\$ 29,184.00	\$ 72,960.00
					\$ 2,172.00

RESOLUTION: Printing of District Newsletter, Budget Brochure, Graduation Newsletter, Adult Education Brochure, Health and Wellness Newsletters and Post Card Mailer Bid

BE IT RESOLVED, that upon the recommendation of the Assistant Superintendent of Business the West Islip Board of Education hereby reject all bids with regard to Bid # 2100 - Printing of District Newsletter, Budget Brochure, Graduation Newsletter, Adult Education Brochure, Health and Wellness Newsletters and Post Card Mailer and re-advertise for new Bids. Cost over budget is the basis for this rejection.

WI

West Islip Public Schools

**The Michael & Christine Freyer Administration Building
100 Sherman Avenue – West Islip, New York 11795
Telephone: 631-930-1531 – FAX (631) 893-3217**

Mary Hock
District Clerk

MEMORANDUM

TO: Trustees, Board of Education
FROM: Mary Hock, District Clerk
DATE: April 21, 2021
RE: **Personnel for May 18, 2021 School Budget Vote and Election**

Chief Inspector (\$14/hour):

Anne Kuhlwilm

Machine Inspectors (\$14/hour):

Virginia Green, Simonne Harkavy, Patricia Ogilvie,
Patricia Rich

Registrars (\$14/hour):

Anthony DeGregorio, Rosemary Dowling, Anne
Ingrassia, Barbara McCarthy, Rhonda Rauch,
Nancy Regan, Ann Smith, Marie Velten

4/27/21

MEMORANDUM OF AGREEMENT

WHEREAS, the West Islip Union Free School District (the "District") and Local 237 West Islip Secretarial Employees (the "Union") are parties to a collective bargaining agreement for the period of July 1, 2017 through June 30, 2021 (the "CBA"); and

WHEREAS, the CBA sets forth the work day and work week in Article V, which Article provides full-time employees shall work a 7 hour day, 5 day week, Monday through Friday, except as those days designated by the District, at which time a 6 hour day will be observed; and

WHEREAS, the parties have discussed the implementation of a modified work week and work day during the period of July 12, 2021 through August 28, 2021 ("Summer") as a method of achieving cost savings through reduced energy consumption; and

WHEREAS, the parties wish to memorialize the Agreement reached with respect to hours during the Summer.

NOW, THEREFORE, good and valuable consideration having been exchanged, it is hereby agreed as follows:

1. For purposes of this Agreement, Summer shall be defined as the period commencing July 12, 2021 and ending August 28, 2021.
2. Notwithstanding any provision of the CBA to the contrary, during the Summer, employees shall work a four (4) day work week, and shall not report to work on Fridays (i.e. July 16, 23, 30 August 6, 13, 20, 27, 2021).
3. During the Summer four (4) day work week, employees shall work 8:00 AM to 4:00 PM, Monday through Thursday. No employee shall be entitled to overtime for working the hours set forth in this paragraph, unless such employee works in excess of thirty (30) hours in a week. All work days shall include a thirty 30 minute unpaid lunch break and two fifteen (15) minute paid breaks.
5. Any single day(s) taken as vacation/sick/family illness/personal business during the effective weeks, July 9 through August 31, will count as 1¼ days. If an employee chooses to take a complete week (Monday through Thursday), it will reflect as five (5) days. When it is necessary for a secretarial employee to be absent for part of a day, they will be charged .5 of a day. A .5 day equates to 3 hours of paid time off. An employee is responsible for working 4.5 hours on such a day.

When 10 and 10 ½ month employees work during the summer, their work day is a six hour day. Their compensation is at their regular daily rate of pay. Their work schedule should be 8:00 AM to 3 PM with one hour unpaid lunch break and two 15 minute paid breaks.

6. Requests for modification of the 8:00 am to 4:00 pm schedule require approval by the employee's direct supervisor. Schedule changes may not modify the eight (8) hour day.
7. Ten month employees will return to work on August 25, 2021. For the period August 25, 2021 through August 30, 2021, 10 month employees will work a seven and a half hour work day.
8. The aforementioned plan is exclusively for the 2021 summer work schedule and will sunset on August 31, 2021.
9. Except as specifically set forth herein, the Agreement shall not be construed as modifying any terms and conditions of employment set forth in the CBA or any practices which may exist as between the parties.

West Islip Union Free School District

DATE: _____, 2021

Steven D. Gellar, President/BOE

Local 237 West Islip Secretarial Employees

DATE: April 29, 2021



Luann Dunne, President

4/29/21

MEMORANDUM OF AGREEMENT

AGREEMENT between the West Islip Union Free School District (“District”), the West Islip Teachers Association (“WITA”) and Judith Schwartz.

WHEREAS, the District and WITA are parties to a collective bargaining agreement for the period of July 1, 2018 through June 30, 2022 (“CBA”); and

WHEREAS, Ms. Schwartz has indicated an intention to retire from the District, but she was unable to provide at least four months’ prior notice as set forth in Article XIV(B) of the CBA; and

WHEREAS, the parties to this Agreement wish to memorialize an agreement regarding Ms. Schwartz’s retirement and her entitlement to the convertibility as set forth in Article XIV of the CBA.

NOW, THEREFORE, it is hereby agreed as follows:

1. This Agreement shall constitute Ms. Schwartz’s irrevocable notice of intent to retire effective July 1, 2021 and it shall constitute the notice required by Article XIV of the CBA.
2. The District waives the requirement provided in Article XIV of the CBA that the irrevocable letter of resignation for the purposes of retirement be submitted at least four months prior to the intended retirement date.
3. Upon Ms. Schwartz’s July 1, 2021 retirement, she shall be entitled to receive the benefits detailed in Article XIV of the CBA to the extent she is eligible.
4. Except as specifically set forth herein, this Agreement shall not be construed as modifying any terms of the CBA between the District and WITA or any practices which may exist as between them.
5. This Agreement shall not be precedent setting and shall not be utilized by any party in any grievance, arbitration or claim of any kind except as necessary to enforce its terms.

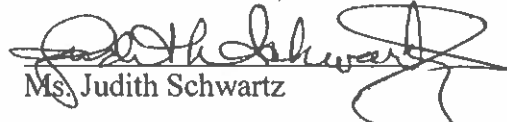
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ___ of _____, 2021.

West Islip Union Free School District

By: _____
Ms. Bernadette Burns
Superintendent of Schools

West Islip Teachers Association

By:  _____
Mr. Joseph Dixon
Pres.

 _____
Ms. Judith Schwartz