

AGENDA



BOARD OF EDUCATION

July 6, 2021

West Islip High School
One Lion's Path

Submitted by:
Bernadette M. Burns
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
July 6, 2021

West Islip High School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and address required}. Due to restrictions on in-person attendance, residents are encouraged to submit their questions prior to the meeting at wi.officeofsuperintendent@wi.k12.ny.us or boa@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 June 22, 2021 Planning Session.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) Buildings and Grounds Committee {7/6/2021}
 - B) Committee on Special Education/Preschool Special Education Recommendations
re: classification/placement/I.E.P. modifications of students as delineated
 - C) Policy Committee
Annual Review:

| | |
|----------|--|
| No. 5412 | Purchasing Procedures |
| No. 5421 | Procurement of Goods and Services |
| No. 5610 | Insurance |
| No. 5623 | Use of School Owned Materials and Equipment |
| No. 5683 | Districtwide Safety Committee |
| No. 6150 | Alcohol, Drugs and Other Substances {School Personnel} |
| No. 7320 | Alcohol, Drugs and Other Substances {Students} |
- IX. **FINANCIAL MATTERS**
 - A) Treasurer's Report
- X. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Contracts/Agreements 2021-2022
 1. Center for Developmental Disabilities Consultant Services Contract
 2. Greenburgh North Castle UFSD Consultant Services Contract
 3. Capital Markets Advisors, LLC Services Agreement
 - C) Approval of Surplus
 1. Miscellaneous books- WIHS, Beach and Udall
 - D) Approval of Requests for Proposal
 1. RFP #553 Bagels
 2. RFP #543 Bread
 3. RFP #538 Coffee with Equipment
 4. RFP #534 Dairy
 5. RFP #551 Drinks without Equipment
 6. RFP #523 Frozen
 7. RFP #527 Grocery
 8. RFP #532 Ice Cream with Equipment
 9. RFP #550 Meat
 10. RFP #535 Paper, Disposables and Cleaning Supplies
 11. RFP #540 Snacks Compliant
 12. RFP #541 Snacks Non-Compliant
 13. RFP #565 Direct Diversion

X. BUSINESS ITEMS, *continued*

E) Approval of Resolutions

1. Scholarship donation from Suffolk Association of Schools Business Officials \$500 → WIUFSD
2. Donation from Special Olympics of New York, Inc. \$750 → WIUFSD
3. Increase to Budget 2021-2022 \$750
4. Income Eligibility Guidelines for Free and Reduced Prices Meals or Free Milk 2021-2022

XI. PRESIDENT'S REPORT

- A) Approval of SmartWeb Consultant Services Agreement
- B) Approval of resolution re: destruction of unused Masera Sale Proposition ballots and full ballot booklets

XII. SUPERINTENDENT'S REPORT

XIII. NOTICES/REMINDERS

XIV. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

XV. INVITATION TO PUBLIC – *The public, at this time, is invited to bring before the Board any questions/ concerns. Community members will be recognized from the signature cards {name and address required}. Due to restrictions on in-person attendance, residents are encouraged to submit their questions prior to the meeting at wi.officeofsuperintendent@wi.k12.ny.us or boe@wi.k12.ny.us. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.*

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

XVII. CLOSING - Adjournment

PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
June 22, 2021 - Beach Street

PRESENT: Mr. Gellar, Mr. McCann, Mr. Antoniello, 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 7:46 p.m.

APPROVAL OF MINUTES

Motion was made by Peter McCann, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve the minutes of the June 10, 2021 Regular Board Meeting.

PERSONNEL

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT (AMENDED): Daniel Varney, Science, effective August 31, 2021 to August 30, 2025 (High School; Step 2¹; change in Step from 1A¹).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Michael McCabe, School Psychologist, effective August 31, 2021 to August 30, 2024 (Udall; Step 1⁶; new position).

In order to be granted tenure a classroom teacher or building principal shall have received composite or overall annual professional performance review ratings pursuant to Education Law § 3012-d of either effective or highly effective in at least three of the four preceding years and if a classroom teacher or building principal receives an ineffective composite or overall rating in the final year of the probationary period he or she shall not be eligible for tenure at that time.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: RESIGNATION: Kristina Moon, Reading, effective July 1, 2021 (Oquenock).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: *Kelly Ann Mullins, Bus Driver, effective July 8, 2021 (Transportation; \$18/hr.; replacing B. Lirosi {retired}).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Dawn Carmine, Part Time Food Service Worker, effective June 9, 2021 (Paul J. Bellew).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: James Lorey, Maintenance Mechanic IV, effective July 7, 2021 (Maintenance).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: Jessica Rega, Part Time Assistant Cook, effective June 23, 2021 (Paul J. Bellew; Step 5; change from PT Food Service Worker).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE CUSTODIAN (\$14.00/hr.): Timothy Kearney, effective June 23, 2021.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: DISTRICT-WIDE PRINTING SERVICES 2021-2022: John Zuhoski, \$18,734.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: ENRICHMENT SECRETARY 2021-2022: Lorraine Kolar, Secretary, \$814/semester.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: PERMANENT SUBSTITUTE TEACHER (\$150 per diem): Jennifer Dolan, effective September 1, 2021 through June 24, 2022; Paige Fogarty, effective September 1, 2021 through June 24, 2022; Natalie Lorey, effective September 1, 2021 through June 24, 2022; Joyce Ronayne, effective September 1, 2021 through June 24, 2022; Daniel Sarfin, effective September 1, 2021 through June 24, 2022.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$130 per diem): *Felecia Fusco-Murray, effective September 1, 2021, student teacher; *Isabella Lumley, effective September 8, 2021, student teacher; *Rachel Schneebalg, effective October 25, 2021, student teacher.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: SUMMER INVESTIGATIONS PROGRAM 2021: Rhonda Pratt, Coordinator; Rachel Russell, Social Worker.

Teachers

Margaret Allen
Kristen Amoia
Rachel Bernstein
Danielle Blaise
Grace Bolin
Rebecca Burleson
Linda Canonico

Lisa Chianese
Cassidy Comerford
Kaitlyn Crowley
Cara Douglas
Paige Fogarty
Jade Lawrence

Elaine Longo
Natalie Lorey
Karen McCarthy
Gabrielle Mescia
Marybeth Qualliotine
Louis Riley
Matthew Sullivan

Aides

Tyler Bell
Linda Daniels
Louise Guastella

Freida Matos
Diane McKeon
Annette Rossi

Alyssa Sicinski
Michelle Varley
Kristine White

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: ENL SERVICE PROVIDER SUMMER 2021: Katrina Dimayuga.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: MIDDLE SCHOOL SUMMER ACADEMY PROGRAM 2021: Teachers: Cara Douglas; Paige Fogarty, Elaine Longo; Andrea Miller; David Sarfin; Matthew Sullivan.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: SPECIAL EDUCATION – ESY RELATED SERVICE PROVIDERS SUMMER 2021: Gabrielle Mescia.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: SUMMER RECREATION CAMP 2021: John Mullins, Director, \$80 per hour; Timothy Horan, Assistant Director, \$75 per hour; Debra Federico, Clerical Support, \$23 per hour; Laurie Luquer, Nurse, \$29 per hour; Debra Costantino, Lead Crafts Counselor, \$21 per hour. Camp Counselors: (\$14 per hour): Kristen Bergin; John Cannistra; Alex Czarnomski; Karli Connolly; Loriann Connolly; Christina D’Achille; Carly DeCouteau; Gina DeMasi; Caitlin Krupski; Robert Mineo; Grace Mineo; Kamryn Mullins; Karah Mullins; Kassidy Mullins; Julia O’Sullivan; Alex Pontillo; Vincenza Robiglio; Zach Siano. Student Volunteers: Summer Carosella; McKenna Miller.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: SUMMER INSTRUCTIONAL SWIM PROGRAM 2021: John T. Denninger, Director; Colleen Reilly, Assistant Director; Edward Jablonski, Assistant Director. Lifeguards: Angelina Amatulli-Griffith; Andrew Bishop; Ryan Carlson; Joseph Cusumano; Braedon Dedcovich; Alyssa DiPietro; Justin Dumond; Collin Ferraro; Alexandra Gagliardi; Kaleigh Gagliardi; Madison Horan; Jackie McDonough; Gabby Nicolosi; Gianna Pilittieri; Joseph Vitellaro; Tobias Wefering.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: BOYS VOLLEYBALL SUMMER CAMP 2021: John Schrank, Director; Erin Harris, Assistant Director; Matthew Sullivan, Assistant Director; Steven Schrank Coach.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: WRESTLING SUMMER CAMP 2021: Nicholas LaGiglia, Director; John Ferrara, Assistant Director; Thomas Longobardi, Assistant Director. Coaches: Joe Byrne; Jason Lella, Robert Ulrich; Paul Vassataro.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: CHEERLEADING SUMMER CAMP 2021: Dina Barone, Director; Lauren Brady, Assistant Director. Coaches: Jennifer Basile; Jillian Bohnaker; Priscilla McBride; Nicole Shaw. Volunteer Counselors: Isabella Artusa; Val Beltrami; Victoria Delgado; Cali Disbrow; Kayla Friaglia; Lila Gmelch; Daniella Isolano; Sofia Isolano; Maddie Jacobs; Samantha Luvera; Maddie McCandless; Nicole Ohrablo; Alex Patton; Lana Robles; Ally Sesto; Jenna Tyler; Natalia Valenti; Payton Vera.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: GYMNASTICS SUMMER CAMP 2021: Maryann McGrade, Director; Kaitlyn Leibnman, Assistant Director. Counselors: Avery Alessi; Aneliese Ammirata; Emerson Ammirata; Kimberly Arena; Emily Ball; Cassidy Cullen; Amelia DiBenedetto; Leah DiCarlo; Dana Dileo; Grace Iehle; Oliva Marker; Gianna Massaro; Faith McCann; Emilia Miranda; Victoria Mueller; Katie Tapp; Jenna Tussie; Sophia Ward.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: SOFTBALL SUMMER CAMP 2021: Colleen Reilly, Director; John T. Denninger, Assistant Director; Edward Jablonski, Assistant Director; Tara Annunziata, Coach; Daniel Sliwowski, Coach.

SOFTBALL SUMMER CAMP 2021 - continued

Counselors: Alyssa Adams; Brianna Adams; Jenna Argento; Nick Beebe; Julianna Budriss; Annie Chambers; Makayla Comer; Pamela Curtin; Mia Di Cola; Cat Di Silva; Jessica Ferraroni; Katie Fix; Alexandra Gagliardi; Brooke Lynn Haley; Caitlyn Herzing; Christina Hughes; Julianna Kotarski; Amanda Librizzi; Jamison Lundi; Maureen McMahon; Alex Michaluk; Kiersten Nizen; Stephanie Olivieri; Julia O'Sullivan; Gianna Raimondi; Sophia Randazzo; Kayla Sauers; Erin Schweers; Krista Sgambati; Fallon Weeks; Allison Weston; Taylor Whitney.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Curriculum Writing Projects: Grade 5 Mathematics; Full-day Pre-Kindergarten; Earth Science (update); High School Algebra (update).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Stipulation of Settlement and Release 2021-2022: Student A.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Stipulation of Settlement and Release 2021-2022: Student B.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Surplus: Miscellaneous books ~ Manetuck, PJ Bellew, Udall, West Islip High School.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Surplus: Miscellaneous IT/AV equipment – districtwide.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Engagement Letters 2021-2022: Cullen & Danowski, LLP.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Engagement Letters 2021-2022: R.S. Abrams & Co., LLP.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Teamsters Local 237 Operations Memorandum of Agreement re: Summer Hours.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Resolution re: appointment of due process hearing officer.

RESOLUTION

BE IT RESOLVED that the Board of Education of the West Islip UFSD hereby appoints Jeffrey Guerra Esq. to serve as hearing officer in connection with a due process hearing request pursuant to Section 504 of the Rehabilitation Act which was received by the District on June 14, 2021.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Executive Session at 8:06 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:06 p.m. on motion by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor, with the exception of Annmarie LaRosa, to approve resolution re: South Shore Children's Center as the agency to implement a universal prekindergarten program.

RESOLUTION

BE IT RESOLVED THAT THE Board of Education of the West Islip UFSD hereby approves South Shore Children's Center as the agency to implement a universal prekindergarten program in accordance with the terms set forth in the RFP - Universal Prekindergarten Program for the 2021-2022 school year and authorizes the District to enter into a consultant services agreement subject to review by counsel.

Meeting adjourned at 9:07 p.m. on motion by Peter McCann, seconded by Tom Compitello and carried when all board members present voted in favor.

Respectfully submitted,



Mary Hock
District Clerk

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

DRAFT

PERSONNEL:

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

TEACHERS

T-1 PROBATIONARY APPOINTMENT

Dara Depouli, School Counselor
Effective August 31, 2021 to August 30, 2024
(High School; Step 1A¹, new position)

In order to be granted tenure a classroom teacher or building principal shall have received composite or overall annual professional performance review ratings pursuant to Education Law § 3012-d of either effective or highly effective in at least three of the four preceding years and if a classroom teacher or building principal receives an ineffective composite or overall rating in the final year of the probationary period he or she shall not be eligible for tenure at that time.

T-2 RESIGNATION

Lynn Larsen, Science
Effective June 30, 2021
(High School)

Bridget Reilly, Special Education
Effective June 30, 2021
(Bayview)

T-3 REGULAR SUBSTITUTE

Nicholas Accovelli, World Languages
Effective August 31, 2021 through June 30, 2022
(Beach; Step 1A¹; Replacing Elizabeth Daddi {LoA})

Alexandra Ragin, School Counselor
Effective August 31, 2021 through June 30, 2022
(High School ; Step 1A¹; Replacing Amanda Sparrow {LoA})

CIVIL SERVICE

CL-1 CHANGE IN STATUS

Lisa Spradley, Part Time Office Assistant, 12-Month
Effective July 1, 2021
(District Office; Step 12; change from Part Time Office Assistant, 10-Month)

CL-2 CHANGE IN TITLE

William Delaney, Custodial Worker III
Effective July 7, 2021
(High School; Step 4; change from Custodial Worker I)

CIVIL SERVICE, continued

CL-3

RESIGNATION

Laura Arabito, Health Aide
Effective June 26, 2021
(High School)

Joseph Camelliri, Custodial Worker I
Effective July 10, 2021
(Kirdahy)

John Rizzotto, Custodial Worker I
Effective July 30, 2021
(Kirdahy)

CL-4

SUBSTITUTE CUSTODIAN (\$15.00/hr)

Joshua Fernandez, effective July 7, 2021
Nicholas Santo, effective July 7, 2021

OTHER

DRIVER EDUCATION 2021-2022

Lorraine Kolar, Secretary, \$1,329/semester

SUMMER INVESTIGATIONS PROGRAM 2021

Summer Investigation Aide
Florence Burns

SUMMER SCHOOL 2021

Christopher Salerno, Algebra 1
Nicholas Conrey, Biology
Michael Fusaro, Earth Science
Mary Claire Yoder, English 9
Amelia Virga, English 10 & 11
Amanda Schilling, Foundations of Advanced Math
Amanda Schilling and Nancy Yost, Geometry
Edward Jablonski, Global History 9 & 10

SUMMER RECREATION CAMP 2021

Camp Counselors (\$14 per hour)
Joe D'Angelo
Julia Schmidt

SUBJECT: PURCHASING PROCEDURES

The following sets forth the policies and procedures of the West Islip Union Free School District to meet the requirements of General Municipal Law, Section 104-b.

Purpose

Goods and services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public moneys, in the best interest of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the Board of Education is adopting internal policies and procedures governing all procurement of goods and services which are not required to be made pursuant to competitive bidding requirements of General Municipal Law, Section 103 or of any other general, special or local law. Notwithstanding the foregoing, the District will adhere to the requirements of the General Municipal Law regarding purchasing.

Procedures for determining Whether Procurement are Subject to Bidding

The procedures for determining whether a procurement of goods and services is subject to competitive bidding and documenting the basis for any determination that competitive bidding is not required by law will be administered by the purchasing agent and/or the Asst. Supt. for Business, as follows:

In general, the District will not be required to secure alternative proposals or quotations for: 1) emergencies (as defined by General Municipal Law 103 (4); 2) procurement where there is no possibility of competition (i.e., sole source items); 3) procurement of professional services, which because of confidential nature of the services do not lend themselves to procurement through solicitation; or 4) procurement for purchase contracts below \$500 when solicitations of competition would not be cost-effective. Documentation relating to determination whether procurement are subject to bidding may include board resolutions, memoranda, written quotes, telephone logs, requests for proposals, proposals, contracts and other appropriate forms of documentation.

Statutory Exceptions From These Policies and Procedures

Except for procurement made pursuant to General Municipal Law, Section 103 (3) (through county contracts), Section 103(16) through contracts let by the United States of America or any agency thereof, or any state or political subdivision or district therein or Section 104 (through state contract of the Office of General Services), State Finance Law, Section 175-b (from agencies for the blind or severely handicapped), Correction Law, Section 186 (articles manufactured in correctional institutions), Board approved cooperative purchase agreements and purchases made through available cooperative BOCES bids, alternative proposals or quotations for goods and services shall be secured by the Purchasing agent, the Assistant Superintendent for Business or other person designated by the Assistant Superintendent for Business, by use of written requests for proposals, written quotations, verbal quotations or any other method of procurement which furthers the purposes of General Municipal Law, Section 104-b. all purchase orders will reflect the applicable state, county or BOCES bid reference number.

SUBJECT: PURCHASING PROCEDURES, continued

Methods of Competition to be Used for Non-Bid Procurement

In general, as determined by the Purchasing Agent and/or the Assistant Superintendent for Business, the District will require the following methods of competition be used and the sources of documentation maintained when soliciting nonbid (open market) procurement for purchase contracts: 1) For purchases under \$1,001 no quotation shall be required. 2) For purchases between \$1,001 and \$5,000, a minimum of two verbal and/or written quotations must be solicited. 3) For purchases between \$5,000 and \$10,000, a minimum of three written quotations shall be solicited. 4) For purchases greater than \$10,000, the District will comply with the bidding requirements set forth in General Municipal Law Section 103.

When soliciting for public works contracts, the District will require that 1) For public works contracts below the District-established bidding threshold of \$20,000 for repairs occurring on an irregular basis which may include, but not be limited to, electrical, plumbing, carpentry, boiler, fencing, field maintenance, etc., verbal and/or written quotations will be solicited and reviewed annually by the Director of Facilities. 2) For public works contracts of \$20,000 or more, the District will comply with the bidding requirements set forth in General Municipal Law Section 103.

The Superintendent of Schools, with the assistance of the Purchasing Agent shall be responsible for the establishment and implementation of the procedures on standard forms for use in purchasing and related activities in the District. These procedures shall comply with all applicable laws and regulations of the State and Commissioner of Education. Documentation relating to methods of competition may include board resolutions, memoranda, written quotes, telephone logs, requests for proposals, proposals, contracts and other appropriate forms of documentation.

For purchases that are governed by the competitive bidding requirements of General Municipal Law, Section 103 and for purchases that are below the statutory threshold, the District may make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, through the use of a contract let by the United States of America or any agency thereof, any state or any other political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with the General Municipal Law and made available for use by other governmental entities.

Awards to Other Than Lowest Responsible Dollar Offerer

As determined by the purchasing agent and/or the Assistant Superintendent for Business the District will provide justification and documentation of any contract awarded to a vendor other than the lowest bidder, setting forth the reasons why such award is in the best interests of the District. Documentation relating to awards to other than the lowest offer may include board resolutions, memoranda, written quotes, telephone logs, requests for proposals, proposals, contracts and other appropriate forms of documentation. This documentation otherwise furthers the purpose of Section 104-B of the General Municipal Law. Factors supporting award to other than the lowest offer may include: 1) an inability to provide items as specified and awarded in previous bids; 2) an inability to deliver materials or services in a timely fashion; 3) substitution of alternative items without informing a District; 4) varying from prescribed procedures and/or specifications for the performance of the service or contract without the expressed permission of the contracting District; 5) products which do not meet the District standards as determined through its own evaluation procedures; 6) failure or difficulty in providing proper insurance certificates or performance bond, where required or specified; 7) use of vendors or subcontractors that provide inferior products or services; 8) failure to provide adequate references, where required; and 9) failure to provide samples of alternate bid terms, when requested.

SUBJECT: PURCHASING PROCEDURES, continued

Awards on the Basis of Best Value

Purchases may also be made on the basis of best value in accordance with the General Municipal Law. The best value standard may only be used for purchase contracts, which includes contracts for service work, but excludes any purchase contracts necessary for the completion of a public works contract pursuant to Article Eight of the Labor Law. When awarding contracts under the best value standard, the district must consider the overall combination of quality, price, and other elements of the required commodity or service that in total are optimal relative to the needs of the district. Use of the best value standard must rely, wherever possible, on objective and quantifiable analysis. The best value standard may identify as a quantitative factor whether offerors are small businesses or certified minority- or women-owned business enterprises as defined in New York Executive Law § 310. Use of the best value standard for the procurement of goods and services requires approval from the Board of Education. The Board must also approve the factors to be considered when awarding contracts under this standard.

Input from Officers

Comments concerning the policies and procedures shall be solicited from administrators and/or officers of the school district herein involved in the procurement process prior to the enactment of the policies and procedures, and will be solicited from time to time thereafter.

Annual Review

The Board of education shall annually review these policies and procedures. The Purchasing Agent shall be responsible for conducting an annual review of the procurement policy and for an evaluation of the internal control structure established to ensure compliance with the procurement policy.

Unintentional Failure to Comply

The unintentional failure to fully comply with the provisions of Section 104-b of the General Municipal Law or the District policy regarding procurement shall not be grounds to void action taken or give rise to a cause of action against the District of any officer or employee of the district.

LegalReferences: *General Municipal Law 103; 109-a; 800 et seq, 104-b State Finance Law,
Section 175-b, Correction Law, Section 186*

SUBJECT: PROCUREMENT OF GOODS AND SERVICES

The Board of Education recognizes its responsibility to ensure the development of procedures for the procurement of goods and services not required by law to be made pursuant to competitive bidding requirements. These goods and services must be procured in a manner so as to:

- a) Assure the prudent and economical use of public moneys in the best interest of the taxpayer;
- b) Facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances; and
- c) Guard against favoritism, improvidence, extravagance, fraud and corruption.

These procedures shall contain, at a minimum, provisions which:

- a) Prescribe a process for determining whether a procurement of goods and services is subject to competitive bidding and if it is not, documenting the basis for such determination;
- b) With certain exceptions (purchases pursuant to General Municipal Law, Section 186; State Finance Law, Sections 175-a and 175-b; State Correction Law, Section 184; or those circumstances or types of procurements set forth in (f) of this section), provide that alternative proposals or quotations for goods and services shall be secured by use of written request for proposals, written quotations, verbal quotations or any other method of procurement which furthers the purposes of Section 104-b of General Municipal Law;
- c) Set forth when each method of procurement will be utilized;
- d) Require adequate documentation of actions taken with each method of procurement;
- e) Require justification and documentation of any contract awarded to other than the lowest responsible dollar offer, stating the reasons; and
- f) Set forth any circumstances when, or the types of procurement for which, the solicitation of alternative proposals or quotations will not be in the best interest of the District.

Any unintentional failure to fully comply with these provisions shall not be grounds to void action taken or give rise to a cause of action against the District or any District employee.

The Board of Education shall solicit comments concerning the District's policies and procedures from those employees involved in the procurement process. All policies and procedures regarding the procurement of goods and services shall be reviewed annually by the Board.

General Municipal Law, Sections 103(1)(5) and 104-b

SUBJECT: INSURANCE

The objective of the Board of Education is to obtain the best possible insurance at the lowest possible cost, and to seek advice periodically from an Insurance Appraisal Service to determine that adequate coverage is being provided regarding fire, boiler, general liability, bus and student accident insurance.

The Board shall carry insurance to protect the District's real and personal property against loss or damage. This property shall include school buildings, the contents of such buildings, school grounds and automobiles.

The Board may also purchase liability insurance to pay damages assessed against Board members and District employees acting in the discharge of their respective duties, within the scope of their employment and/or under the direction of the Board.

All insurance policies, along with an inventory of the contents of the building, should be kept in a fireproof depository or with the appropriate insurance agent for safekeeping and referral purposes. The Superintendent shall review the District's insurance program annually and make recommendations to the Board if more suitable coverage is required.

Public Officers Law Section 18
General Municipal Law Sections 6-n and 52
Education Law Sections 1709(8) and (26) and
(34-b), 3023, 3028, and 3811

SUBJECT: USE OF SCHOOL-OWNED MATERIALS AND EQUIPMENT

Except when used in connection with or when rented under provisions of Education Law Section 414, school-owned materials or equipment may be used by District employees and/or students for school related purposes only. Private and/or personal use of school-owned materials and equipment is strictly prohibited.

The Board of Education permits the use of district-owned materials and equipment (e.g., laptop computers, cell phones, audio-visual equipment, etc.) by Board members, officers, and employees of the district when such material and equipment is needed for district-related purposes.

The Board will permit school materials and equipment to be loaned to staff members when such use is directly or peripherally related to their employment and loaned to students when the material and equipment is to be used in connection with their studies or extracurricular activities.

The Superintendent of Schools, in consultation with the School Business Official, shall establish regulations governing the loan and use of such equipment. Such regulations must address:

- The individuals who may properly authorize the use of such material and/or equipment;
- The lack of authority of the borrower to use such material or equipment for private, non-business purposes;
- The responsibilities of the borrower for proper use, care and maintenance;
- That, regardless of condition or other factors, all loaned equipment must be returned to the district. No item may be sold to or purchased by the borrower unless such equipment has been returned to the district for evaluation and, if necessary, disposal in accordance with district policy and procedures.

All equipment shall be inventoried and a list shall be maintained of the date such equipment was loaned, to whom it was loaned, and the date of expected and actual return.

Individuals borrowing district-owned equipment shall be fully liable for any damage or loss occurring to the equipment during the period of its use, and shall be responsible for its safe return.

The following departments shall maintain records of all equipment that is loaned for long-term use (e.g., school year, term of office, etc.) and shall review such list yearly.

- Buildings and Grounds: cell phones and pagers
- Audio Visual Coordinator: audio-visual equipment
- Director of Technology: laptop computers, iPads, Chromebooks

Administrative regulations will be developed to assure the lender's responsibility for, and return of, all such materials and equipment.

Education Law Section 414

SUBJECT: DISTRICTWIDE SAFETY COMMITTEE

There will be a Districtwide Safety Committee consisting of the Superintendent, assistant superintendents, the Director of Buildings and Grounds, the Security Director, and various administrative and other staff and stakeholders as needed.

Powers and Duties of the Districtwide Safety Committee

The committee will meet periodically to review safety and health hazard reports by employees, accident reports, workers' compensation claims, reports and recommendations of safety and health inspectors, and other matters the committee director places on the agenda. The committee will report its findings and recommendations to the Superintendent of Schools.

Safety Director: Powers and Duties

The Assistant Superintendent for Business will chair the Districtwide Safety Committee, maintain its records and author its reports to the Superintendent of Schools. He or she, in cooperation with the Director of Buildings and Grounds, will develop procedures for the regular inspection and maintenance of District buildings, equipment and grounds. They must arrange for the elimination of known hazards if such can be done through regular maintenance procedures or without extraordinary cost or disruption; they should immediately report all other known hazards to the Superintendent.

Complaints and State Inspectors

The Director of Buildings and Grounds will be District's representative, and will receive all complaints and accompany all state inspectors under the State Occupational Safety and Health Act and similar programs.

The committee will visit each facility for a visual safety inspection annually.

SUBJECT: ALCOHOL, DRUGS AND OTHER SUBSTANCES (SCHOOL PERSONNEL)

The Board of Education, recognizing that students are often influenced by teachers and other members of a school's staff, impresses upon staff members the importance of maintaining a high level of professionalism appropriate to their position, which, in turn, shall set a positive example for students.

The Board, therefore, prohibits the consumption, sharing and/or selling, use and/or possession of illegal drugs, counterfeit and designer drugs or alcoholic beverages in the workplace, or when the effects of such drugs may impair an employee's job performance. The inappropriate use of prescription and over-the-counter drugs shall also be prohibited.

Information about any drug and alcohol counseling and/or rehabilitation programs shall be made available to employees. Data will also include the range of penalties (consistent with local, state and federal law), up to and including termination of employment and referral for prosecution that will be imposed on employees who have transgressed the terms of this policy.

Additionally, confidentiality shall be insured as required by state and federal law.

The Superintendent shall biennially review the drug and alcohol abuse prevention program to determine its effectiveness and support appropriate modifications, as needed.

Education Law Sections 913, 1711(5)(e), and 3020-a
Civil Service Law Section 75
Drug-Free Schools and Communities Act
Amendment of 1989
(Public Law 101-226)
20 United States Code (U.S.C.) Section 3171 et seq.

SUBJECT: ALCOHOL, DRUGS AND OTHER SUBSTANCES (STUDENTS)

The Board of Education recognizes that the misuse of drugs and/or alcohol is a serious problem with legal, physical, emotional and social implications for the entire community. Therefore, the consumption, sharing and/or selling, use and/or possession of alcoholic beverages, illegal drugs, counterfeit and designer drugs, or paraphernalia for the use of such drugs is prohibited at any school-sponsored event or on school property at all times. The inappropriate use of prescription and over-the-counter drugs shall also be disallowed. Persons shall be banned from entering school grounds or school-sponsored events when exhibiting behavioral, personal or physical characteristics indicative of having used or consumed alcohol or other substances.

Through the collaborative efforts of staff, students, parents/guardians and the community as a whole, a certifiable comprehensive program shall be developed addressing alcohol and other substances to include the following elements:

Primary Prevention

Preventing or delaying alcohol and other substance use/abuse by students shall be the major focus of a comprehensive K-12 program in which proactive measures of prevention and early intervention are emphasized. This program shall include:

- a) A sequential K-12 curriculum that will be developed and incorporated into the total educational process. This curriculum shall be concerned with education and prevention in all areas of alcohol and other substances uses/abuse;
- b) Training school personnel and parents/guardians to reinforce the components of the policy through in-service and community education programs with up-to-date factual information and materials.
- c) An effort to provide positive alternatives to alcohol and other substances use/abuse through the promotion of drug/alcohol-free special events, service projects and extracurricular activities that will develop a positive peer influence.

Intervention

School-based intervention services shall be made available to all students, grades K-12, and provided by prevention professionals who are appropriately trained in this area. The purpose of intervention is to eliminate any existing use/abuse of alcohol and other substances and to identify students considered to be at risk for use/abuse. Intervention programming shall include:

- a) Counseling of students in groups and as individuals on alcohol and other substance use/abuse. Counselors shall be appropriately trained and skilled school staff assigned for this purpose.
- b) Referring students to community or other outside agencies when their use/abuse of alcohol and other substances requires additional counseling or treatment. Referral is a key link in school and community efforts and the process is basic to the dissemination of information regarding available counseling and health services;
- c) Providing a supportive school environment designed to continue the recovery process for students returning from treatment. A re-entry program may include continuing student and/or family counseling and emphasizing positive alternatives to alcohol and other substance use/abuse.
- d) Developing a parent network to serve as a support group and provide a vehicle of communication for parent education;
- e) Ensuring confidentiality as required by state and federal law.

Disciplinary Measures

Disciplinary measures for students consuming, sharing and/or selling, using and/or possessing alcoholic beverages, illegal drugs, counterfeit and designer drugs, or paraphernalia for the use of such drugs shall be outlined in the District's Code of Conduct.

SUBJECT: ALCOHOL, DRUGS AND OTHER SUBSTANCES (STUDENTS), *continued*

Staff Development

There shall be ongoing training of District staff about the components of an effective alcohol and other substances program. Training shall include, but not be limited to, District policies and regulations and the staff's role in implementing such policies, and regulations. Teachers shall be trained to implement the District's K-12 alcohol and other substance prevention curricula; intervention staff shall be suitably trained to carry out appropriate services.

Implementation, Dissemination and Monitoring

It shall be the responsibility of the Superintendent to implement the alcohol and other substances Board policy by collaboration with school personnel, students, parents/guardians and the community-at-large.

Additionally, copies of Board policy shall be disseminated to District staff, parents/guardians and community members. The Superintendent shall biennially review the drug and alcohol abuse prevention program to determine its effectiveness and support appropriate modifications, as needed.

Drug-Free Schools and Communities Act
Amendment of 1989 (Public Law 101-226)
20 United States Code (U.S.C) Section 3171 et seq.

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 **Center for Developmental Disabilities** (hereinafter the "CONSULTANT"), having a principal mailing address of 72 South Woods Road, Woodbury, New York 11797

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:

**Full Day Instruction Summer and Fall as per attached Student Information
Summary as per attached Addendum**

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 certified to perform the services set forth in this Agreement. Upon special request and on a case-by-case basis, CONSULTANT shall provide the appropriate proof by providing copies of required licenses/certification of any professional providing services to student(s) under this Agreement.
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 based as per **amount approved by the Commissioner of Education for the 2021-2022 school year.**

E. INSURANCE

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

Center for Developmental Disabilities

West Islip Union Free School

BY:



Executive Director

BY:

President, Board of Education

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 **Greenburgh North Castle UFSD** (hereinafter the "CONSULTANT"), having a principal mailing address of 71 South Broadway, Dobbs Ferry, NY 10522.

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:

**RESIDENTIAL PLACEMENT FOR 2021-2022 AS PER ATTACHED
ADDENDUM**

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 **amount approved by the New York State Commissioner of Education 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.

Greenburgh North Castle UFSD

West Islip Union Free School District

BY:



Assistant Superintendent

BY:

President, Board of Education

Capital Markets Advisors, LLC

Independent Financial Advisors

FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into this _____ day of _____, 2021 by and between the West Islip Union Free School District (the "District") and Capital Markets Advisors, LLC ("CMA") a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

Section 1 Financial Advisory Services

CMA will provide the following services in connection with tax anticipation note, serial bond and bond anticipation note financings (the "Issue") undertaken by the District during the term of this Agreement.

- 1.01 Discuss a plan of financing which will include CMA's analysis and recommendations to the District regarding structuring alternatives, marketing, method of sale, call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which the District and CMA agree should be included in the plan of financing.
- 1.02 Make presentations to the Board of Education and members of the public, at the Board's request, concerning the debt issuance process, the credit rating process, or related topics.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the District, including but not limited to: official statement, notice of sale and bid sheet, cash flow statement, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, if requested.
- 1.04 Upon the request of the District, CMA will assist the District in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee and financial printer, if appropriate.
- 1.05 Prepare and maintain a financing schedule, cost of issue budget, list of participants and take such other actions requested by the District to efficiently manage each Issue.
- 1.06 Participate in the sale of the debt, confirm net or true interest cost calculation and verify underwriter's compensation.
- 1.07 Assist the District with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.
- 1.08 Assist with the closing of the Issue and verify receipt of Issue proceeds.
- 1.09 Provide Continuing Disclosure as required by the US Securities & Exchange Commission.

Section 2 Compensation

2.01 For CMA's performance of services on behalf of the District as described in Section 1 hereof, CMA's fees will be as follows:

- For bond issues: a base fee of \$8,350 plus \$0.75 per each \$1,000 of bonds issued;
- For note issues: \$6,350
- For Continuing Disclosure: annual fee of \$2,600 inclusive of all required Event Notices.
- For refunding bond issues: a base fee of \$17,500 plus \$1.00 per \$1,000 of bonds issued

Capital Markets Advisors, LLC

Independent Financial Advisors

- 2.02 The District will pay normal issuance costs such as printing, postage, photocopying, overnight delivery and fees to Bond Counsel, Rating Agency and other associated expenses.
- 2.03 Payment of CMA's compensation is due within 30 days of receipt of CMA's invoice.

Section 3 Term of Agreement

The term of this Agreement shall be from the date hereof to June 30, 2022.

Section 4 Disclosure

CMA does not assume the responsibilities of the District, or the responsibilities of the other professionals and vendors representing the District, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the District. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the District. Information obtained by the CMA, either through its own efforts or provided by the District, included in the financing documents, or otherwise provided to the District, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by the CMA. However, nothing in this paragraph shall relieve CMA from liability due to gross negligence or want of due diligence in the performance of its services.

Section 5 Required Regulatory Disclosure

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information:

(i) CMA is registered as an independent municipal advisor with the MSRB (Registration No. K0489) and the US Securities and Exchange Commission ("SEC") (Registration No. 867-00807); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is www.msrb.org and the website for the SEC is www.sec.gov and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

MSRB Rule G-42 requires that municipal advisors, including CMA, inform their clients as to any conflicts of interest that may exist that could impact the client. To the best of our knowledge and belief, neither CMA nor any registered associated person has any material undisclosed conflict of interest that would impact CMA's ability to service the District.

Section 6 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement and any governmental approvals necessary for the performance of this agreement have been obtained.

Capital Markets Advisors, LLC

Independent Financial Advisors

Section 7 Governing Law

This Agreement shall be construed in accordance with the laws of the State of New York.

Section 8 Modification

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth on the first page hereof.

Capital Markets Advisors, LLC

Richard Tortora

Richard R. Tortora
President & Principal

West Islip Union Free School District

By: _____

Name: _____

Title: _____

WEST ISLIP PUBLIC SCHOOLS
ENGLISH LANGUAGE ARTS &
LIBRARY MEDIA CENTERS

MEMORANDUM

To: Elisa Pellati
From: Karen Appollo
Date: June 25, 2021
Re: Surplus Materials
Cc: Mary Hock

I would like to surplus the following materials because they are damaged or not part of our curriculum.

West Islip High School

| | |
|--------------------------------------|-----|
| <i>Night</i> | 1 |
| <i>The Great Gatsby</i> | 1 |
| <i>Beowulf</i> | 255 |
| <i>Beowulf: A New Telling</i> | 25 |
| <i>That Was Then, This Is Now</i> | 15 |
| <i>It Happened to Nancy</i> | 14 |
| <i>The Hound of the Baskervilles</i> | 1 |
| <i>A Separate Peace</i> | 115 |
| <i>The Canterbury Tales</i> | 287 |

WEST ISLIP PUBLIC SCHOOLS
ENGLISH LANGUAGE ARTS &
LIBRARY MEDIA CENTERS

MEMORANDUM

To: Elisa Pellati
From: Karen Appollo
Date: June 18, 2021
Re: Surplus Materials
Cc: Mary Hock

I would like to surplus the following materials because they are obsolete or damaged:

Beach Street Middle School

6/18/2021

Weeded: 819

Udall Road Middle School

6/17/2021

Weeded: 583

INTEROFFICE MEMO

DATE: 6/23/2021
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCIELLA, PURCHASING AGENT
RE: SEALED BIDS - BAGELS

Item: Bagels (RFP #553 07/01/21 to 06/30/22)
Publication: Nassau/Suffolk Newsday April 8, 2021
Fund to be Charged: Cafeteria
Bid Opening: May 7, 2021
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 13
Bidding 1

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Bagels in the following dollar amounts:

Modern Italian Bakery \$3,564.00

INTEROFFICE MEMO

DATE: 6/23/21
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – BREAD

Item: Bread (RFP #543 07/01/21 to 06/30/22)
Publication: Nassau/Suffolk Newsday April 8, 2021
Fund to Be Charged: Cafeteria
Bid Opening: May 7, 2021
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 6
Bidding 1

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Bread in the following dollar amounts:

| | |
|-----------------------|------------|
| Modern Italian Bakery | \$9,018.75 |
|-----------------------|------------|

INTEROFFICE MEMO

DATE: 6/23/21
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E.PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – COFFEE WITH EQUIPMENT

Item: Coffee with Equipment (RFP #538 7/1/21 to 6/30/22)
Publication: Nassau/Suffolk Newsday April 8, 2021
Fund to be Charged: Cafeteria
Bid Opening: May 7, 2021
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 14
Bidding 9

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Coffee with Equipment items in the following dollar amounts:

Colonial Coffee Co.: \$124.80

INTEROFFICE MEMO

DATE: 6/23/21
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS - DAIRY

Item: Dairy (RFP #534 07/01/21 to 06/30/22)
Publication: Nassau/Suffolk Newsday April 8, 2021
Fund to be Charged: Cafeteria
Bid Opening: May 7, 2021
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 30
Bidding 6

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Dairy in the following dollar amounts:

| | |
|------------------|------------|
| Ace Endico | \$2,134.18 |
| H. Schrier & Co. | \$ 778.40 |
| | |
| Totals | \$2,912.58 |

INTEROFFICE MEMO

DATE: 6/23/21
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E.PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – DRINKS WITHOUT EQUIPMENT

Item: Drinks W/O Equip. (RFP #551 07/01/21 to 06/30/22)
Publication: Nassau/Suffolk Newsday April 8, 2021
Fund To Be Charged: Cafeteria
Bid Opening: May 7, 2021
Place Of Opening: South Huntington UFSD
Number Of Companies Bidding: Invited to Bid 14
Bidding 9

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Nutrition Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Drink Without Equipment items in the following dollar amounts:

| | |
|----------------------|-------------|
| Ace Endico | \$ 406.80 |
| Big Geyser | \$ 860.40 |
| H. Schrier | \$ 7,480.00 |
| Jaybee Distributors | \$ 2,225.79 |
| Liberty Coca Cola | \$ 4,401.60 |
| Snapple Distributors | \$ 799.97 |

Total \$16,174.55

INTEROFFICE MEMO

DATE: 6/23/21
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – FROZEN

Item: Frozen (RFP #523 07/01/10 to 06/30/22)
Publication: Nassau/Suffolk Newsday April 8, 2021
Fund to be Charged: Cafeteria
Bid Opening: May 7, 2021
Place of Opening: Massapequa UFSD
Number of Companies Bidding: Invited to Bid 38
Bidding 7

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Frozen items in the following dollar amounts:

| | |
|--------------|--------------------|
| Mivila Foods | \$ 4,939.01 |
| H. Schrier | \$26,612.66 |
| Ace Endico | \$24,566.86 |
| Total | \$56,118.53 |

INTEROFFICE MEMO

DATE: 6/23/21
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – GROCERY

Item: Grocery (RFP #527 07/01/21 to 06/30/22)
Publication: Nassau/Suffolk Newsday April 8, 2021
Fund to be Charged: Cafeteria
Bid Opening: May 7, 2021
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 38
Bidding 5

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Grocery items in the following dollar amounts:

| | |
|---------------------|-------------|
| Ace Endico | \$ 4,330.86 |
| H. Schrier & Co. | \$ 6,665.73 |
| Jaybee Distributors | \$ 388.59 |
| Mivila Foods | \$ 650.40 |
| Total | \$12,035.58 |

INTEROFFICE MEMO

DATE: 6/23/21
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – ICE CREAM WITH EQUIPMENT

Item: Ice Cream with Equipment (RFP # 532 07/01/21 to 06/30/22)
Publication: Nassau/Suffolk Newsday April 8, 2021
Fund to be Charged: Cafeteria
Bid Opening: May 7, 2021
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 10
Bidding 2

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Ice Cream with Equipment in the following dollar amounts:

| | |
|----------------------------|-------------|
| American Classic Ice Cream | \$13,356.25 |
| Total | \$13,356.25 |

INTEROFFICE MEMO

DATE: 6/23/21
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS - MEAT

Item: Meat (RFP #550 07/01/21 to 06/30/22)
Publication: Nassau/Suffolk Newsday April 8, 2021
Fund to Be Charged: Cafeteria
Bid Opening: May 7, 2021
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 6
Bidding 6

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Meat in the following dollar amounts:

| | |
|----------------------------------|-------------------|
| Island Wholesale Meats and Foods | \$7,707.90 |
| Total | \$7,707.90 |

INTEROFFICE MEMO

DATE: 6/23/21
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – PAPER, DISPOSABLES & CLEANING SUPPLIES

Item: Paper (RFP #535 07/01/21 to 06/30/22)
Publication: Nassau/Suffolk Newsday April 8, 2021
Fund to be Charged: Cafeteria
Bid Opening: May 7, 2021
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 12
Bidding 6

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Paper, Disposables and Cleaning Supplies in the following dollar amounts:

| | |
|------------------------------|--------------------|
| Appco Paper & Plastics Corp. | \$ 7,929.62 |
| H. Schrier & Co. | \$37,106.43 |
| J & F Supplies | \$ 5,280.50 |
| WB Mason | \$ 66.56 |
| Total | \$50,383.10 |

INTEROFFICE MEMO

DATE: 6/23/21
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – SNACKS - COMPLIANT

Item: Snacks - Compliant (RFP #540 07/01/21 to 06/30/22)
Publication: Nassau/Suffolk Newsday April 8, 2021
Fund to be Charged: Cafeteria
Bid Opening: May 7, 2021
Place of Opening: South Huntington School District
Number of Companies Bidding: Invited to Bid 10
Bidding 5

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Snacks - Compliant items in the following dollar amounts:

| | |
|----------------------|-------------|
| Ace Endico | \$27,595.68 |
| JayBee Distributors | \$ 6,771.87 |
| Canteen Refreshments | \$ 9,115.10 |
| Mivila Foods | \$ 7,537.72 |
| H. Schrier | \$ 1,753.20 |
| | |
| Total | \$52,773.57 |

INTEROFFICE MEMO

DATE: 6/23/21
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E. PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – SNACKS NON-COMPLIANT

Item: Snacks Non-Compliant (RFP # 541 07/01/21 to 06/30/22)
Publication: Nassau/Suffolk Newsday April 8, 2021
Fund to be Charged: Cafeteria
Bid Opening: May 7, 2021
Place Of Opening: South Huntington School District
Number Of Companies Bidding: Invited to Bid 10
Bidding 5

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Snacks Non-Compliant items in the following dollar amounts:

| | |
|---------------------|----------|
| Jaybee Distributors | \$116.56 |
| H. Schries | \$ 49.50 |
| Total | \$166.06 |

INTEROFFICE MEMO

DATE: 6/23/21
TO: BERNADETTE BURNS, SUPERINTENDENT OF SCHOOLS
CC: E PELLATI, M. STEINWEIS
FROM: ROB NOCELLA, PURCHASING AGENT
RE: SEALED BIDS – DIRECT DIVERSION

Item: Direct Diversion (RFP #565 07/01/21 to 06/30/22)

Publication: Nassau/Suffolk Newsday June 10, 2021

Fund to be Charged: Cafeteria

Bid Opening: June 23, 2021

Place of Opening: South Huntington School District

Number of Companies Bidding: Invited to Bid 10
Bidding 2

RECOMMENDATION:

That the Board of Education accepts the findings of the Long Island School Food Services Directors' Association Cooperative Bid Committee and Melanie Steinweis, School Lunch Manager resulting in the award of contracts to provide Direct Diversion in the following dollar amounts:

H. Schrier & Co. \$10,460.00

Totsl \$10,460.00

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$500.00 from Suffolk Association of School Business Officials, which has been donated in recognition of a deserving graduating student to be selected by the District.

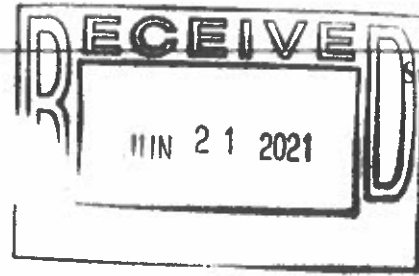
WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$750.00 from Special Olympics of New York, Inc., which have been donated for the purchase of athletic supplies and equipment for the Unified Basketball Program at the High School.

RESOLUTION: INCREASE 2021/2022 BUDGET

BE IT RESOLVED, that the Board of Education hereby authorizes the appropriation budget for the 2021-2022 school year to be increased to \$127,502,318, an increase of the \$750.000 donation from Special Olympics for the West Islip High School.

ASBO

NEW YORK



Suffolk Chapter

President

Sharon Donnelly
Harborfields CSD

Vice President

Michele Psarakis
West Babylon UFSD

Membership

Laura Newman
Commack UFSD

Secretary

Ryan Ruf
Eastern Suffolk BOCES

Treasurer

Dr. Kathleen Acker
Huntington UFSD

Immediate Past President

Stacy O'Connor
Brentwood UFSD

ASBO NY Past President

Kathleen O'Hara
Westhampton Beach UFSD

ASBO NY Director

James Stucchio
Cold Spring Harbor CSD

June 11, 2021

Congratulations!

As an active member of the Suffolk Association of School Business Officials and in recognition of your consistent attendance at our monthly meetings, your district has been selected to receive a \$500 Suffolk Association of School Business Officials Scholarship.

As the local chapter for the New York State Association of School Business Officials, we are a charitable non-profit membership organization. Our membership includes School Business Officials and staff from school districts and BOCES in Suffolk County, students in School District Business Leader graduate programs and companies doing business with schools.

We utilize our monthly meetings to promote and encourage collaboration and professional development, maintain the highest ethical standards, advocate on behalf of public education and provide leadership in the management of resources to ensure quality education for all students.

It is our hope that a deserving graduating student in your district will be the recipient of this \$500 Suffolk Association of School Business Officials Scholarship in recognition of your efforts to "advance the business of education".

With appreciation,

Dr. Kathleen J. Acker
Suffolk ASBO Treasurer

3348

1-2/210

SUFFOLK ASSOCIATION OF SCHOOL
BUSINESS OFFICIALS

PAY
TO THE
ORDER OF

West Islip U.F.S.D.
Five Hundred + 00/100

DATE 6/11/2021

\$ 500.00
DOLLARS

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

[Signature]

FOR Scholarship

⑆003348⑆ ⑆021000021⑆

777519305⑆

MP




WI

West Islip Public Schools
The Michael and Christine Freyer Administration Building
100 Sherman Avenue. West Islip, New York 11795
TEL: (631) 930-1540 FAX: (631) 893-3245



Bernadette M. Burns
Superintendent of Schools

Tim Horan, CAA
Director of Physical Education, Health,
Athletics and Recreation

MEMO TO: Elisa Pellati
FROM: T. Horan, Director of Physical Education, Health, Athletics & Recreation 
RE: Special Olympics – Unified Basketball
DATE: June 28, 2021

Please find attached a check for \$750 from the Special Olympics to help districts offset the costs associated with offering a new Unified Basketball team.

62014

6/22/2021

To: West Islip High School Athletics

SPECIAL OLYMPICS NEW YORK, INC.
ALBANY, NY 12203

| INVOICE NUMBER | DATE | DESCRIPTION | AMOUNT | DISCOUNT | NET AMOUNT |
|----------------|-----------|--------------------|----------|----------|------------|
| | 6/21/2021 | Unified Basketball | \$750.00 | \$0.00 | \$750.00 |
| | | Totals: | \$750.00 | \$0.00 | \$750.00 |



Special Olympics
New York

SPECIAL OLYMPICS OF NEW YORK, INC.

OPERATING ACCOUNT
94 NEW KARNER ROAD, SUITE 208
ALBANY, NY 12203
(518) 388-0790

TRUSTCO BANK
50-91/213



CHECK DATE: 6/22/2021
CHECK NO.: 62014

PAY **Seven hundred fifty and 00/100 Dollars**

CHECK AMOUNT \$** 750.00

TO THE ORDER OF

West Islip High School Athletics
Attn: Tim Horan
100 Sherman Ave
West Islip, NY 11795

Tim Horan
AUTHORIZED SIGNATURE

3246792611

11062014 10213009121

Security Features Included

Details on Back

RESOLVED, that the West Islip Union Free School District shall adopt the 2021 – 2022 Income Eligibility Guidelines for Free and Reduced Price Meals:

**2021-2022 INCOME ELIGIBILITY GUIDELINES
FOR FREE AND REDUCED PRICE MEALS OR FREE MILK**

| Free Eligibility Scale | | | | | | Reduced Price Eligibility Scale | | | | | |
|-----------------------------|-----------|----------|-----------------|-----------------|----------|---------------------------------|-----------|----------|-----------------|-----------------|----------|
| Free Lunch, Breakfast, Milk | | | | | | Reduced Price Lunch, Breakfast | | | | | |
| Household Size | Annual | Monthly | Twice per Month | Every Two Weeks | Weekly | Household Size | Annual | Monthly | Twice per Month | Every Two Weeks | Weekly |
| 1 | \$ 16,744 | \$ 1,396 | \$ 698 | \$ 644 | \$ 322 | 1 | \$ 23,828 | \$ 1,986 | \$ 993 | \$ 917 | \$ 459 |
| 2 | \$ 22,646 | \$ 1,888 | \$ 944 | \$ 871 | \$ 436 | 2 | \$ 32,227 | \$ 2,686 | \$ 1,343 | \$ 1,240 | \$ 620 |
| 3 | \$ 28,548 | \$ 2,379 | \$ 1,190 | \$ 1,098 | \$ 549 | 3 | \$ 40,626 | \$ 3,386 | \$ 1,693 | \$ 1,563 | \$ 782 |
| 4 | \$ 34,450 | \$ 2,871 | \$ 1,436 | \$ 1,325 | \$ 663 | 4 | \$ 49,025 | \$ 4,086 | \$ 2,043 | \$ 1,886 | \$ 943 |
| 5 | \$ 40,352 | \$ 3,363 | \$ 1,682 | \$ 1,552 | \$ 776 | 5 | \$ 57,424 | \$ 4,786 | \$ 2,393 | \$ 2,209 | \$ 1,105 |
| 6 | \$ 46,254 | \$ 3,855 | \$ 1,928 | \$ 1,779 | \$ 890 | 6 | \$ 65,823 | \$ 5,486 | \$ 2,743 | \$ 2,532 | \$ 1,266 |
| 7 | \$ 52,156 | \$ 4,347 | \$ 2,174 | \$ 2,006 | \$ 1,003 | 7 | \$ 74,222 | \$ 6,186 | \$ 3,093 | \$ 2,855 | \$ 1,428 |
| 8 | \$ 58,058 | \$ 4,839 | \$ 2,420 | \$ 2,233 | \$ 1,117 | 8 | \$ 82,621 | \$ 6,886 | \$ 3,443 | \$ 3,178 | \$ 1,589 |
| Each Add'l person add | \$ 5,902 | \$ 492 | \$ 246 | \$ 227 | \$ 114 | Each Add'l person add | \$ 8,399 | \$ 700 | \$ 350 | \$ 324 | \$ 162 |

SNAP/TANF/FDPIR Households: Households that currently include children who receive the Supplemental Nutrition Assistance Program (SNAP) but who are not found during the Direct Certification Matching Process (DCMP), or households that currently receive Temporary Assistance to Needy Families (TANF), or the Food Distribution Program on Indian Reservations (FDPIR) must complete an application listing the child's name, a valid SNAP, TANF, or FDPIR case number and the signature of an adult household member. Eligibility for free meal benefits based on participation in SNAP, TANF or FDPIR is extended to all children in the household. When known to the School Food Authority, households will be notified of their children's eligibility for free meals based on their participation in the SNAP, TANF or the FDPIR programs. No application is necessary if the household was notified by the SFA their children have been directly certified. If the household is not sure if their children have been directly certified, the household should contact the school.

Other Source Categorical Eligibility: When known to the School Food Authority, households will be notified of any child's eligibility for free meals based on the individual child's designation as Other Source Categorically Eligible, as defined by law. Children are determined Other Source Categorically Eligible if they are Homeless, Migrant, Runaway, A foster child, or Enrolled in Head Start or an eligible pre-kindergarten program.

If children or households receive benefits under Assistance Programs or Other Source Categorically Eligible Programs and are not listed on the notice of eligibility and are not notified by the School Food Authority of their free meal benefits, the parent or guardian should contact the school or should submit an income application.

Other Households: Households with income the same or below the amounts listed above for family size may be eligible for and are urged to apply for free and/or reduced price meals (or free milk). They may do so by completing the application sent home with the letter to parents. One application for all children in the household should be submitted. Additional copies are available at the principal's office in each school. Applications may be submitted any time during the school year to Melanie Steinweis, School Lunch Manager. Please contact Melanie Steinweis at 631-930-1510 with any questions regarding the application process.

Households notified of their children's eligibility must contact the School Food Authority if they choose to decline the free meal benefits. Households may apply for benefits at any time throughout the school year. Children of parents or guardians who become unemployed or experience a financial hardship mid-year may become eligible for free and reduced price meals or free milk at any point during the school year.

For up to 30 operating days into the new school year (or until a new eligibility determination is made, whichever comes first) an individual child's free or reduced price eligibility status from the previous year will continue within the same SFA. When the carryover period ends, unless the household is notified that their children are directly certified or the household submits an application that is approved, the children's meals must be claimed at the paid rate. Though encouraged to do so, the SFA is not required to send a reminder or a notice of expired eligibility.

The information provided on the application will be confidential and will be used for determining eligibility. The names and eligibility status of participants may also be used for the allocation of funds to federal education programs such as Title I and National Assessment of Educational Progress (NAEP), State health or State education programs, provided the State agency or local education agency administers the programs, and for federal, State or local means-tested nutrition programs with eligibility standards comparable to the NSLP. Eligibility information may also be released to programs authorized under the National School Lunch Act (NSLA) or the Child Nutrition Act (CNA). The release of information to any program or entity not specifically authorized by the NSLA will require a written consent statement from the parent or guardian.

The School Food Authority does, however, have the right to verify at any time during the school year the information on the application. If a parent does not give the school this information, the child/children will no longer be able to receive free or reduced price meals (free milk).

Foster children are eligible for free meal benefits. A separate application for a foster child is no longer necessary. Foster children may be listed on the application as a member of the family where they reside. Applications must include the foster child's name and personal use income.

Under the provisions of the policy, the designated official will review applications and determine eligibility. If a parent is dissatisfied with the ruling of the designated official, he/she may make a request either orally or in writing for a hearing to appeal the decision. Elisa Pellati, CPA, Assistant Superintendent for Business whose address is West Islip Public Schools, Michael & Christine Freyer Administration Building, 100 Sherman Ave., West Islip, N.Y. 11795 has been designated as the Hearing Official. Hearing procedures are outlined in the policy. However, prior to initiating the hearing procedure, the parent or School Food Authority may request a conference to provide an opportunity for the parent and official to discuss the situation, present information, and obtain an explanation of the data submitted in the application or the decisions rendered. The request for a conference shall not in any way prejudice or diminish the right to a fair hearing.

Only complete applications can be approved. This includes complete and accurate information regarding: the SNAP, TANF, or FDPIR case number; the names of all household members; on an income application, the last four digits of the social security number of the person who signs the form or an indication that the adult does not have one, and the amount and source of income received by each household member. In addition, the parent or guardian must sign the application form, certifying the information is true and correct.

Beginning July 1, 2019, students in New York State that are approved for reduced price meals will receive breakfast and lunch meals at no charge.

Nondiscrimination Statement: This explains what to do if you believe you have been treated unfairly

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint> and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email program.intake@usda.gov.

This institution is an equal opportunity provider.

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 Union Free School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795 and Smartweb, Inc. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at West Islip, New York.

A. TERM

The term of this Agreement shall be from July 1, 2021 through June 30, 2022 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the "Scope of Requested Services" as set forth in the District's Request for Proposal ("RFP") Computer, Network, and Information Technology Management Services, dated 2/12/09; which document and CONSULTANT's response shall be incorporated herein and made a part of this Agreement.
2. The CONSULTANT shall provide the services set forth in this Agreement.
3. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
4. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
5. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
6. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
7. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this

8. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

9. Insurance - See RFP

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT One Hundred Seventy Thousand, Fifty-Three and XX/24 (\$170,053.24) Dollars for the term of the Agreement.
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
4. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

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

- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

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

4. Defense / Indemnification

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

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

To District: Mrs. Bernadette M. Burns
Superintendent of Schools
West Islip UFSD
Administration Building
100 Sherman Avenue
West Islip, NY 11795

To Consultant: Mr. Amit Pathak
Smartweb, Inc.
10 Franklin Avenue
#403
Long Beach, NY 11561

6. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
8. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
9. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
10. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
11. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
12. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT
Smartweb, Inc.

DISTRICT
WEST ISLIP UNION FREE
SCHOOL DISTRICT

By: Amit Pathak

By:
President, Board of Education

Date: _____

Date: _____

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

and

SMARTWEB, 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, **Smartweb, Inc.**, (the "Contractor") located at West Islip, New York.

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 **Smartweb Incorporated**.
 - 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.]*

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.

SMARTWEB, INC.

WEST ISLIP UFSD

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: President

Title: President, Board of Education

Date: _____

Date: _____

RESOLUTION

Upon order of the commissioner of education per Education Law §2034(6), when a period of six months from the date of election has elapsed without any proceeding being commenced in regard to such election, the board of education may by written resolution order the destruction of unused ballots and full ballot booklets.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby approves the destruction of unused ballots and full ballot booklets not used at the January 19, 2021 Masera Sale Proposition vote.