

AGENDA



PLANNING SESSION OF THE BOARD OF EDUCATION

March 28, 2023
7:30 p.m.

REVISED

Beach Street Middle School
17 Beach Street

Submitted by:
Dr. Paul Romanelli
Superintendent of Schools

A G E N D A
PLANNING SESSION OF THE BOARD OF EDUCATION
March 28, 2023
REVISED

Beach Street Middle School Auditorium

West Islip, New York

- I. CALL TO ORDER
- II. QUORUM COUNT
- III. MINUTES: A motion is needed to approve the minutes of the March 9, 2023 Regular Meeting.
- IV. ANNOUNCEMENTS
- V. PERSONNEL
- VI. APPROVAL
 - A. Contracts
 1. Smithtown Central School District Health Services Contract 2022-2023 \$2,496.88
 2. Professional Services Agreement – Winkler Real Estate 3/28/2023 – 3/31/2024
 3. Effective School Solutions, LLC 4/1/2023 – 6/30/2024
 - B. Surplus Items:
 1. Miscellaneous books – West Islip High School and Udall Road Middle School
 - C. Resolutions
 1. Approval of Resolution re: participation in a Cooperative Bid coordinated by the Board of Cooperative Education Services of Nassau County
 2. Approval of Resolution re: participation in a Cooperative Bid coordinated by the Southern Westchester Board of Cooperative Education
- VII. EXECUTIVE SESSION: *The Board will adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will reconvene/act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.*
- VIII. CLOSING – Adjournment

The Board may adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will re-convene/act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.

REGULAR MEETING OF THE BOARD OF EDUCATION
March 9, 2023 – Beach Street Middle School

PRESENT: Mr. Tussie, Mr. Antonello, Mrs. Brown, Mrs. Kelly, Mr. Maginniss, Mr. McCann

ABSENT: None

ADMINISTRATORS: Dr. Romanelli, Mrs. Morrison, Mrs. Pellati

ABSENT: None

ATTORNEY: Mr. Volz

Meeting called to order at 7:31p.m. followed by the Pledge.

APPROVAL OF MINUTES:

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve the minutes of the February 28, 2023 Planning Session.

PERSONNEL

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve **ADMINISTRATIVE: PROBATIONARY APPOINTMENT (AMENDED):** Patrick Kiley-Rendon, Executive Director Technology and Innovation, effective April 17, 2023 to April 16, 2026 (Districtwide; change in effective date from April 17, 2023 to April 16, 2027).

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve the following **TEACHERS: RETIREMENTS:** Dennis Adams, Science, effective July 1, 2023 (20 years); Denise Campasano, Elementary, effective July 1, 2023 (23.5 years); Pamela Cooke, Elementary, effective July 1, 2023 (33 years); Lynn Genovese, Special Education, effective July 1, 2023, (24 years); Joanne Macrelli, Business, effective July 1, 2023 (16 years); Karen Nordland, Elementary, effective July 1, 2023 (22 years); Lawrence Sciarrino, Mathematics, effective July 1, 2023 (21 years); Suzanne Sciarrino, Elementary, effective July 1, 2023 (32 years); Shelia Siragusa, Reading, effective July 1, 2023 (24 years); Elizabeth Winter, Science, effective July 1, 2023 (26 years).

On behalf of the board, Mr. Tussie thanked all the retirees for their service to the district and congratulated them on their retirement. Dr. Romanelli advised that the retirees had a total of 240 years of service to the district and Mr. McCann expressed his appreciation for all of these teachers.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve the following **TEACHING ASSISTANT: TENURE APPOINTMENT:** G Patricia Love, Teaching Assistant, effective March 27, 2023.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve the 3/9/23 Personnel Agenda as listed below.

TEACHING
ASSISTANTS
TA-2

PROBATIONARY APPOINTMENT

Ava Catapano, STEM
Effective March 10, 2023 to March 9, 2027
(Oquenock; Step 1; replacing Diane Calderone {retired})

CIVIL SERVICE

CL-1

RESIGNATION

Olga Alma-Cruz, Part-Time Food Service Worker
Effective March 9, 2023
(Oquenock)

Mark Robuffo, Custodial Worker II
Effective March 7, 2023
(High School)

CL-2

PROBATIONARY APPOINTMENT

Olga Alma Cruz, Custodial Worker I
Effective March 10, 2023
(Paul J. Bellew; Step 1; replacing Dustin Cogliano {resigned})

OTHER

ADULT EDUCATION SPRING 2023

Kathryn Mushorn (Lifeguard) \$25/hour

CURRICULUM:

Mrs. Morrison informed the audience that elementary schools would be taking part in Celebrate Math Week during the weeks of March 13 and March 27. Students will explore math puzzles, learn about a famous mathematician, learn how math is used in sports and various ways math is utilized in art, design and music.

Mrs. Morrison recognized and congratulated Mary Kroll, a Science Research Teacher at the high school and the Principal Investigator for BNL's SPARK (Student Partnerships for Advanced Research and Knowledge) program. Her role includes collaborating with five other Suffolk County school districts, and scientists at BNL, to develop and carry out research projects. Mrs. Kroll co-authored an article, Using Planetary Sciences for Early Engagement and Development of the Next Generation of STEM Professionals with the SPARK Team at Brookhaven National Labs (BNL) and has been invited to present its content at the upcoming Lunar and Planetary Science Conference in March.

Mrs. Morrison recognized research students Asfar Chaudhry and Emma Fallon as finalists for the Long Island Science and Engineering Fair. Both students are members of the SPARK program. Mrs. Morrison also recognized junior research student Tadhag O'Sullivan-Bakshi who worked with doctors at the Zucker School of Medicine at Hofstra and Northwell Health this past summer. Mrs. Morrison gave a special thank you to Mrs. Kroll and Mr. Haldenwang for supporting Asfar, Ella and Tadhag on their accomplishments.

In the STEM Lab at Paul J. Bellew, fifth grade students listened to the Book How to Catch a Leprechaun by Adam Wallace and used a variety of materials to create a contraption to trap their own leprechaun.

Mrs. Morrison advised that letters will be sent out regarding the Math and ELA tests for Grades 3-8 and letters were sent out regarding the 2023-2024 Pre-K Lottery on 3/23/2023 at 2:00 p.m. and the first 40 students from each elementary will be placed in district schools. Mrs. Morrison advised the Curriculum and Instruction Budget Presentation would take place on Tuesday, March 14, 2023 at 7:00 p.m. at the Beach Street Auditorium.

Buildings and Grounds: Richard Antonello reported on the meeting held 3/7/23. Items discussed included generator at Beach MS and District Office, air conditioning in classrooms, PJ Bellew parking lot expansion, H.S. fire alarm system replacement and the security vestibule project at the District Office will be delayed until summer 2024. Other items discussed were Bond Vote for High School pool in 2024, review of projects and tasks that were recently completed: stage lighting, high school ceiling tiles, Beach Street rotunda painted. Other items discussed were installation of the new 40-foot flagpole, National Grid rebates, obsolete junk, equipment auctioned off, and new epoxy floors.

Education Committee: Richard Antonello reported on the meeting held 3/7/23. Mr. Antonello advised that elementary students performed above national norms and the district is happy with the progress of the students. Other items reviewed included discussion about new teachers, survey on standard based grading, panorama survey, parent academy and Narcan training.

Finance Committee: Ron Maginniss reported on the meeting held on 3/7/23. Items reviewed included the January treasurer's report, January extra-curricular reports, January payroll summary, January financial statements, February internal claims audit report, February system manager audit report, payroll certification forms, surplus, resolution, change order, health service contracts, bids and surplus. The Committee discussed the 2021-2022 Single Audit and related Corrective Action Plan being approved at the March 9, 2023 Board of Education Meeting.

Special Education Committee: Debbie Brown reported on the meeting that took place on 3/7/23. Items reviewed included update to student placements, special education annual reviews have begun and Mrs. Dowling spoke about Effective Health Solutions, a mental health group the district is looking to partner with.

Health and Wellness Committee: Grace Kelly reported on the meeting held 3/8/23. Items reviewed included financial report, Newsletter at the printer, 5th & 6th Grade volleyball tournament, exploring dates for 4th & 5th grade presentations and community presentation regarding Don't Press and Send, exploring a Halloween themed event, Narcan community training, health and wellness scholarships, substance abuse awareness and mental health.

Peter McCann gave an update on Maseru. He advised that tours of various programs at other districts are in process and underway and there is great information and possibilities. Mr. McCann also advised that the SEPTA Bowl was a fun event and raised a lot of money.

FINANCIAL MATTERS:

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve 2022-2023 General Fund budget transfers 4278-4282.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Bids: Bid #2214 – Allendale Machinery Systems ~ \$32,910.00 and Base Bid GC-1 – Single Prime – Lighthouse Designs, Inc. ~ \$323,000.00.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve 2022-2023 Health Service Contracts: Bay Shore UFSD - \$18,589.60 and Brentwood UFSD - \$1,832.50.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Surplus – Miscellaneous IT equipment ~ Districtwide.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Resolution (A) – Joint Municipal Cooperative bidding Program 2023-2024.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Change Order – Roland's Electric, Inc. – (\$1,421.59) – Manetuck.

PRESIDENT'S REPORT:

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Resolution re: receipt of the Single Audit Report for the year ended June 30, 2022 from R.S. Abrams & Co., LLP; approval of Corrective Action Plan in response to Single Audit Report dated June 30, 2022 submitted by the Assistant Superintendent for Business.

RESOLUTION:

BE IT RESOLVED, that the Board of Education of the West Islip School District acknowledge receipt of the Single Audit Report for the year ended June 30, 2022 from R.S. Abrams & Co., LLP.

Recommend the Board of Education approve the Corrective Action Plan in response to the Single Audit Report dated June 30, 2022, submitted by the Assistant Superintendent for Business.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve the Affordable Care Act Administration Agreement 2023-2024.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Resolution re: Nomination of Candidates of the Eastern Suffolk Board of Cooperative Education Services (ESBOCES).

RESOLVED, the Board of Education approves the nomination of the following candidates for the Eastern Suffolk Board of Cooperative Education Services (ESBOCES) for a three year term commencing on July 1, 2023 and ending June 30, 2026.

*Susan Lipman (West Islip UFSD)
Anne Mackesey (Sag Harbor UFSD)
William Miller (Longwood CSD)
Catherine Romano (Islip UFSD)
Norman A. Wagner (Central Islip UFSD)*

SUPERINTENDENT'S REPORT

Dr. Romanelli reminded the audience that the "Most Likely to Succeed" film screening will be held on Tuesday, March 21, at 7:00 p.m. at the West Islip High School. This film is about what the future holds for the education system. The PTA will be providing water and refreshments.

Dr. Romanelli spoke about his site visits to the Mineola School District and Sachem High School East. At Mineola, Dr. Romanelli toured their Synergy Program/ Alternative School and at Sachem he saw where students were building a house from scratch as well as their cosmetology course where students come out licensed. Next week Dr. Romanelli will be visiting Roslyn and will be checking out their research class and finance lab. Dr. Romanelli will also be looking at the West Islip's internal programs, BOCES offerings and will be considering what type of programs to bring back to the district.

REMINDERS:

Dr. Romanelli advised that the Budget Workshop on Curriculum and Instruction will be on Tuesday, March 14 at 7:00 p.m. at the Beach Street auditorium.

Mr. Tussie reminded everyone that the next board meeting is Wednesday, April 19, 2023.

Mr. Tussie thanked everyone for attending the board meeting and to be safe and continue to do the right thing and wished everyone a Happy St. Patrick's Day.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to adjourn to Executive Session at 8:00 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:58 p.m. on motion by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve resolution re: donation of sick days.

BE IT RESOLVED, that the Board of Education of the West Islip School District hereby authorizes unaffiliated staff (non-represented) to donate accrued sick days, at their discretion for use by an employee discussed in executive session, referred to as Employee A, during the 2022-2023 school year, and use of any such days shall be at Employee A's daily rate of pay.

Meeting adjourned at 9:00 p.m. on a motion by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock
District Clerk

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

PERSONNEL:

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

TEACHERS

T-1 REGULAR SUBSTITUTE (AMENDED)

Victoria Evola, English
Effective January 30, 2023 through March 15, 2023
(High School; change in effective date from January 30, 2023 to June 30, 2023)

TEACHING ASSISTANTS

TA-1 RESIGNATION

*Kerry Nowick, Special Education
Effective March 29, 2023
(High School)*

CIVIL SERVICE

CL-1 LEAVE OF ABSENCE (unpaid)

Susan Ferguson, Special Education Aide
Effective March 9, 2023 through March 22, 2023
(Bayview)

C-2 RESIGNATION

Jennifer Garofalo, Cafeteria Aide
Effective March 29, 2023
(Beach Street)

Erin Houston, Health Office Aide
Effective March 11, 2023
(Beach Street)

Keely O'Connor, Part-Time Food Service Worker
Effective March 18, 2023
(Beach Street)

CL-3 RETIREMENT

John McMahon, Custodial Worker I
Effective March 20, 2023
(17.5 years)

CIVIL SERVICE, continued

CL-4 PROBATIONARY APPOINTMENT

*Jennifer Andresen, Cafeteria Aide
Effective April 3, 2023
(Oquenock; Step 1; replacing Erin Houston {resigned})

Jennifer Garofalo, Part-Time Food Service Worker
Effective March 29, 2023
(Beach Street; Step 2/hr; replacing Kate Klarikaitis {resigned})

*Virginia Lynam, Cafeteria Aide
Effective April 17, 2023
(Beach Street; Step 1; replacing Jennifer Garofalo {Part-Time Food Service})

*Madison Mills, Special Education Aide
Effective March 27, 2023
(High School; Step 1; replacing Kathleen Mango {resigned})*

*Jessica Moran, Part-Time Food Service Worker
Effective May 1, 2023
(Beach Street; \$15.90/hr; replacing Keely O'Connor {resigned})

Jodi Pacifico, Senior Office Assistant
Effective April 3, 2023
(High School; Step 1; replacing Carolyn Barbarito {reassigned})

CL-5 SUBSTITUTE CUSTODIAN (\$15/hr)

Jared Grimm, effective March 29, 2023
Robert Nethercott, effective March 29, 2023

CL-6 SUBSTITUTE OFFICE ASSISTANT (\$15/hr)

*Catherine Pelkowski, effective March 29, 2023

CL-7 SUBSTITUTE FOOD SERVICE WORKER (\$15/hr)

**Elisa Candreva, effective April 17, 2023
Patricia Pacella, effective April 20, 2023*

CL-8 RESIGNATION

*Kathleen Mango, Special Education Aide
Effective March 29, 2023
(High School)*

**Conditional pending fingerprinting clearance*

OTHER

SUBSTITUTE TEACHER (\$130 per diem)

Sofia Vega, effective March 29, 2023, *student teacher*

SPRING 2023 HIGH SCHOOL COACHES

BOYS TRACK

Matthew Sullivan, Per Diem Assistant Varsity Coach

INSTRUCTIONAL SWIM & FAMILY SWIM PROGRAMS 2022-2023

Lifeguard \$15 per hour

Aidan Stueber

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 25th day of January, 2023 by and between the Board of Education of the SMITHTOWN CENTRAL SCHOOL DISTRICT (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 26 NEW YORK AVENUE, SMITHTOWN, NEW YORK 11787, and the Board of Education of the WEST ISLIP UNION FREE SCHOOL DISTRICT (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK 11795.

WITNESSETH

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

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

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

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

1. The term of this Agreement shall be from September 1, 2022 through June 30, 2023 inclusive.
2. PROVIDER warrants that the health and welfare services will be provided by licensed health care providers. PROVIDER further warrants that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. PROVIDER further warrants that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. PROVIDER shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. PROVIDER understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules, and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by PROVIDER shall be consistent with the services available to students attending public schools within the PROVIDER School District; and may include, but are not limited to:

- a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist;
- b. dental prophylaxis;
- c. vision and hearing screening examinations;
- d. the taking of medical histories and the administration of health screening tests;
- e. the maintenance of cumulative health records; and
- f. the administration of emergency care programs for ill or injured students.

It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.

5. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay PROVIDER the sum of \$1,248.44 per eligible pupil for the 2022-2023 school year.
6. SENDER shall pay PROVIDER within thirty (30) days of SENDER's receipt of a detailed written invoice from PROVIDER. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, PROVIDER shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, PROVIDER shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. PROVIDER shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either PROVIDER's or SENDER's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and information protected by the Family

Educational Rights and Privacy Act (FERPA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA, to the extent applicable.

12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
13. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.
14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

SENDER: Superintendent of Schools
WEST ISLIP UNION FREE SCHOOL DISTRICT
100 SHERMAN AVENUE
WEST ISLIP, NY 11795

PROVIDER: Superintendent of Schools
SMITHTOWN CENTRAL SCHOOL DISTRICT
26 NEW YORK AVENUE
SMITHTOWN, NEW YORK 11787
15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party. Any purported assignment made without consent shall be deemed void.
16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
18. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Suffolk, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
19. 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.
20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the SENDER School District.

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

WEST ISLIP UNION FREE SCHOOL DISTRICT

Superintendent of Schools

WEST ISLIP UF SCHOOL DISTRICT,

President, Board of Education

SMITHTOWN CENTRAL SCHOOL DISTRICT,



President, Board of Education

Issue Date

01/31/2023

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

Invoice Number

156-23A



INVOICE

Issued To:

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

617110

Item Number	Item Description	Amount
	2022/2023 HEALTH AND WELFARE SERVICES	
	0 Student(s) attending Harbor Country Day School 0 Student(s) attending Sts. Philip & James School 0 Student(s) attending St. Patrick's School 2 Student(s) attending Smithtown Christian School (as per attached). 2.0000 @ 1,248.4400 per STUDENT	2,496.88
Invoice Total		2,496.88

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

Original

PROFESSIONAL SERVICES AGREEMENT

Exclusive Listing To Lease

THIS LISTING AGREEMENT for the Exclusive Lease of Real Property is made this 8 day of March 2023 by and between: Winkler Real Estate, hereinafter referred to as "Broker," and West Islip Union Free School District, hereinafter referred to as "Owner."

1. OWNER'S AUTHORIZATION

Owner grants to the Broker an Exclusive Agency to Lease the properties identified herein at a price and on the terms listed below or upon any other price, terms or exchange to which Owner may consent. Broker shall not post a sign on the properties unless Owner provides authorization to do so. Such authorization, if granted, may be revoked at Owner's discretion. Broker is authorized to list the properties on any available database and to cooperate with all other Brokers to secure a tenant as quickly as possible. Broker may share the commission with any other cooperating agent authorized under law to receive a commission.

2. BROKER'S AUTHORITY AND RESPONSIBILITY

Broker represents that it is licensed by New York State as a Real Estate Broker, is knowledgeable in the local real estate market, has experience with commercial properties, and will act as the limited agent of the Owner with respect to the negotiations of the lease of the properties.

In the event a Tenant is interested in Owner's properties, Owner and Tenant will be promptly notified and mutual consent by both clients will be required before proceeding with such proposed transactions.

Scope of Services

Broker shall:

- Work with Owners to develop and implement marketing strategies for lease of property to yield the highest financial benefits for the Owner.
- Utilize its best efforts to find a Tenant for the listed properties.
- Provide a written monthly report to the Superintendent of Schools about current/new marketing efforts, contacts/leads, and other developments.
- Maintain timely telephone and/or email contact with the Superintendent of Schools when there are active interests and transactions
- Consult with Superintendent of Schools relating to services provided.
- Make presentations at public meetings as may be required.
- Negotiate with potential tenants on behalf of the Owner.
- Coordinate with Owner's Counsel on lease transactions .
- Handle all other customary activities and services associated with real estate transactions.
- Communicate to the Owner all offers to lease. The Owner may unconditionally accept or reject any offer presented by the Broker.

Insurance Requirements

Broker shall procure the following insurance:

- Automobile liability @ \$1,000,000 per occurrence, with Owner named as an additional insured.
- Comprehensive general liability @ \$1,000,000 per occurrence/\$2,000,000 aggregate, with Owner named as an additional insured.
- Workers Compensation @ statutory
- Disability benefits @ statutory
- Professional liability @ \$500,000, with Owner named as an additional insured.
- Excess umbrella @ \$2,000,000 per occurrence/aggregate, with Owner named as an additional insured.

Laws and Regulations

The Broker shall comply with all laws, ordinances and rules and regulations which may govern the work as specified in this Agreement.

Indemnification

The Broker agrees to indemnify, defend and hold the West Islip School District, its Board of Education, officers and employees harmless from and against all liability, claims, actions, proceedings and suits, of any name and nature, as the same may relate to the services provided by the Broker pursuant to this Agreement.

Vehicle

The Broker shall provide his/her own transportation and gas in the execution of the aforementioned duties, and shall at all times, carry vehicle insurance as outlined above.

Costs

All costs necessary for Broker to perform the services as set forth in this Agreement are included with and not in addition to the Professional Service Fees.

All costs related to the Broker vehicle shall be the responsibility of the Broker.

3. USE OF LISTING CONTENT: INTELLECTUAL PROPERTY LICENSE:

Unless Owner delivers to Broker a written instruction, that Owner does not desire the Listing Content to be disseminated by multiple listing services, computer online networks and websites, Owner acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Properties provided by Owner to Broker or Broker's agent (the "Owner Listing Content"), or otherwise obtained or produced by Broker or Broker's agent in connection with this Agreement (the "Broker Listing Content"), and any changes to the Owner Listing Content or the Broker Listing Content, may be filed with one or more multiple listing services, computer online networks and websites, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced.

4. PROPERTIES:

Paul E. Kirdahy @ Captree Elementary School
339 Snedecor Avenue, West Islip, New York 11795

Westbrook Elementary School
350 Higbie Lane, West Islip, New York 11795

5. N/A

6. LEASE TERMS AND CONDITIONS: To Be Determined.

7. TERM OF AGREEMENT

This Listing Agreement shall commence as of the date of signing and end March 31, 2024. The Agreement may be renewed for an additional sixty (60) day term as may be agreed to in writing by both the Broker and the Owner. The Agreement may be terminated for cause by either party by upon ten (10) days written notice to the other party. "Cause" shall be defined as failure to perform the requirements of this Agreement.

8. PROFESSIONAL SERVICE FEES (COMMISSIONS)

A) N/A

B) LEASE OF PROPERTY - If during the term of this Agreement, or any extension thereof, a lease of the property or properties is effected, the Owner agrees to pay the Broker a commission as follows:

Lease Period of Up to 5 Years:	Six (6%) Percent for years one (1) through three (3).
	Five (5%) Percent for year four (4).
	Four (4%) Percent for year five (5).

Short-Term Lease (less than one year): Ten (10%) Percent of the total amount.

Ten Year Lease: Four (4%) Percent of the total annual lease amount for ten (10) years.

C) EXTENSION - If within seventy-five (75) days after the expiration of this Agreement the property is leased to or with any person or party to whom the property was shown during the term of the listing, Owner agrees to pay Broker the commission set forth herein as if the Broker has made the lease.

D) WHEN PAYABLE - If property is leased pursuant to this Agreement, the commission to be paid to the Broker as set forth herein is deemed earned upon receipt of rent and shall be due and payable as follows: (1) In the event of a short-term lease (less than one (1) year), provided all of the rent is paid at signing of the lease, the broker shall be paid the full commission at signing of the lease. In the event tenant does not pay all of the rent at signing, commission shall be due and payable when final payment is made for the term of the lease. (2) In the event of a one-year lease, half of the commission will be due and payable at signing and half will be due and payable after the tenant has paid the rent applicable to the third month. (3) In the event of a lease that is more than one (1) year, half of the commission shall be due and payable at lease signing and balance will be divided by the number of years of the lease (to establish an annual amount for each year) and a payment in that annual amount shall be paid each year when the tenant makes final payment of rent for that year.

9. LEGAL COMPLIANCE

Owner and Broker agree that the properties will be offered in compliance with all applicable anti-discrimination laws.

10. ENTIRE UNDERSTANDING

This Agreement contains an entire understanding of the parties and it may not be changed orally and is binding upon the heirs, executors, administrators, successors and assignees of the respective parties hereto.

11. NOTICES

All notices between the Parties of this Agreement shall be made in writing and mailed by certified mail, Return Receipt Requested or by a national, recognized commercial overnight delivery service (i.e., FedEx, UPS, etc.) requiring signature, freight prepaid, addressed to the parties at the addresses set forth above, the Party's last known addresses or to an address as may be hereinafter designated in writing by a party. A courtesy copy of all such notices shall also be forwarded to THOMAS M. VOLZ, ESQ., at 280 Smithtown Blvd., Nesconset, New York 11767.

12. BINDING EFFECT

This Agreement shall be binding upon and shall operate for the benefit of the parties hereto and their respective successor, permitted assigns, personal representatives, beneficiaries and distributees.

13. ENTIRE AGREEMENT

This Agreement supersedes all agreements previously made between the parties thereto relating to its subject matter. There are no other understandings or agreements between them.

14. NON-WAIVER

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

15. GOVERNING LAW/VENUE AND FORUM

This Agreement shall be construed in accordance with and governed by the laws of the State of New York. Any disputes arising between the parties hereto shall be adjudicated in the court of lowest jurisdiction located within the County of Suffolk, State of New York.

16. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be one and the same instrument.

17. SEVERABILITY

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

18. HEADINGS

The headings used in this Agreement are used for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

19. CONSTRUCTION

It is the intention of the parties that the laws of the State of New York shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties. The parties agree and acknowledge that each of them has reviewed and revised this Agreement so that such document shall not be construed against any single party in the interpretation of this Agreement or any subsequent amendment thereto.

20. WAIVER OF JURY TRIAL

The parties herein waive any right to a jury trial regarding any issues that may arise under this agreement, and direct that any legal dispute between the parties be adjudicated by a bench trial.

WEST ISLIP UNION FREE SCHOOL DISTRICT

Dated: _____

By: _____
President, Board of Education

Winkler Real Estate

Dated: _____

By: Jamie Winkler
Owner

SERVICES CONTRACT

This Agreement is entered into this ___ day of _____, 2023, 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 Effective School Solutions, LLC (hereinafter the "CONTRACTOR"), having a principal mailing address at 121 Chanlon Road, Suite 310, New Providence, New Jersey, 07974.

A. TERM

1. The term of this Agreement shall be for the 2022-2023 school year ("Partial School Year"), defined as the period of April 2023 through June 30, 2023 and the 2023-2024 school year ("Full School Year"), defined as the period of September 2023 through June 30, 2024, 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. CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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 resulting from any willful act, omission, error, recklessness or negligence of the

CONTRACTOR, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

5. The parties each acknowledge and agree that CONTRACTOR does not bill directly to Medicaid or to any other federal, state, or publicly funded programs, nor does CONTRACTOR input any information directly into any Medicaid billing systems nor make any decisions about billing to Medicaid, including but not limited to, the selection of billing codes. The DISTRICT agrees to hold harmless and indemnify CONTRACTOR and its directors, employees, agents, successors and permitted assigns from any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, investigations, penalties, fines, costs, or expenses, incurred by CONTRACTOR, relating to, resulting from, or occurring in connection with any actual, alleged, or investigated overpayments, or billing errors, or billing or documentation improprieties concerning Medicaid or any other federal, state or publicly funded programs, or any other actual or alleged violation by the DISTRICT, its employees, representatives, agents, or assigns, of any applicable federal, state, or local statute, regulation, ordinance, or order.
6. With the exception of the liability under Section H(3) of this Agreement, neither party shall be liable for special, incidental or consequential damages or lost profits (however arising, including negligence) arising out of or in connection with this Agreement, even if such party has been advised of the possibility of such damages. With the exception of the liability under Section H(3) of this Agreement, in no event shall either party be liable to the other party in an amount greater than the amount paid or to be paid under this Agreement. This limitation of each party's liability is cumulative, with all payments for claims or damages in connection with this Agreement giving rise to the claim being aggregated to determine satisfaction of the limit. The existence of one or more claims will not enlarge the limit.
7. In the event of any investigation or proceeding, including but not limited to those involving administrative, civil, criminal, or custody proceedings, if CONTRACTOR is requested by a third party (pursuant to a subpoena or other judicial order or decree) to provide documents, testimony, or other information concerning the School, its personnel, or students, subject and in addition to the terms of the Supplemental Agreement hereto, CONTRACTOR will provide prompt written notice to and seek guidance from the DISTRICT before responding to any such request. Notwithstanding the foregoing, CONTRACTOR and its personnel shall have no obligation to the DISTRICT or the School to participate in any such proceedings or comply with any such requests unless required by law. The DISTRICT agrees that it will hold CONTRACTOR and its personnel harmless in connection with their lawful

participation or compliance with, or lawful election not to participate in or comply with, any such proceedings or third-party requests.

C. SERVICES AND RESPONSIBILITIES

1. The CONTRACTOR shall provide services set forth in this Agreement, as follows:

- a) To provide the therapeutic mental health services of one (1) full time New York State mental health professional for the Partial School Year and two (2) full time New York State mental health professionals the Full School Year. These professionals will hold a license, registration, certification or other authorization from the New York State Office of the Professions, Division of Professional Licensing Services. The mental health professional shall work under the direction and supervision of CONTRACTOR, and in conjunction with staff designated by the DISTRICT. The mental health professionals shall be present at all times during the term of this Agreement when the DISTRICT is in session during the school year. CONTRACTOR shall provide therapeutic mental health services for a maximum of ten (10) students per mental health professional (hereinafter referred to as "cohort") enrolled in the West Islip High School (hereinafter "SCHOOL") at any given time during the Partial and Full School Years. The students in the cohort need not necessarily be the same students for the entire period at the SCHOOL. The parties agree that CONTRACTOR will be reasonably available prior to the start of each period above for consultation for preparation of the launching of CONTRACTOR's services and to provide parent informational sessions to help assist in the transition of students returning to the SCHOOL and entering CONTRACTOR's programming. Furthermore, in the weeks preceding the beginning of each of the periods above, CONTRACTOR will provide all necessary clinical evaluations of students to ensure that they are appropriate for ESS programming.
- b) Unless otherwise determined by CONTRACTOR through consultation with the DISTRICT, based on an assessment of the needs of a particular student or students, the therapeutic mental health services shall include and be scheduled, as follows:
 - i. up to one (1) individual psychotherapy session each week for each student;
 - ii. up to one (1) family therapy session every other week (bi-weekly);
 - iii. up to one (1) daily group therapy session, in which the number of students assigned to a specific group shall not be greater than ten (10); provided that if more than one of CONTRACTOR's mental health professionals provides services to the DISTRICT, the number of students attending a group therapy

session may extend beyond ten (10) students on an occasional basis for workload management purposes; and

- iv. up to one (1) parent/caregiver group session each month.
- c) If elected by the DISTRICT, CONTRACTOR will provide its summer program (“summer program”) for up to ten (10) students per mental health professional enrolled in the SCHOOL. The summer program is a five-week program scheduled during the months of July and August and includes twice-weekly group therapy sessions of seventy-five (75) minutes each and individual or family therapy sessions every other week. The students in the Summer Program need not necessarily be the same students for the entire period.
- d) In the event the mental health professional is absent, if requested by the DISTRICT, CONTRACTOR shall exert its best efforts to assign a qualified substitute (either in-person or virtual if an in-person substitute is unavailable) to provide the services. CONTRACTOR shall provide the DISTRICT, if requested, with a credit of three hundred (\$300) dollars for each day of service missed by a mental health professional for whom an in-person or virtual substitute cannot be offered to the district, after an aggregate total of five absences per number of contracted mental health professionals during the school year. If the DISTRICT is not satisfied with the services provided by one or more of the mental health professionals assigned by CONTRACTOR for any lawful reason, and after engaging in a good faith discussion with CONTRACTOR, the DISTRICT may request a change in the professional assigned, in which case CONTRACTOR shall use all commercially reasonable efforts to effectuate the change as quickly as possible but in no event later than thirty (30) days from the date CONTRACTOR receives the change request in writing. The DISTRICT agrees to provide timely feedback to CONTRACTOR of concerns about CONTRACTOR’s services and professionals to provide CONTRACTOR an opportunity to address such concerns as promptly as possible. For the avoidance of doubt, the DISTRICT does not have the authority to discipline or terminate the employment of any Effective School Solutions personnel. Rather, the DISTRICT will promptly report any concerns regarding the performance or conduct of CONTRACTOR’s employee to the Executive Director of CONTRACTOR. The DISTRICT acknowledges that CONTRACTOR cannot honor any request in accordance with this Section if such request would be inconsistent with CONTRACTOR’s obligations pursuant to Equal Employment Opportunity and other employment and labor laws.
- e) CONTRACTOR shall, unless otherwise determined by CONTRACTOR based on consultation with the DISTRICT:

- i. direct its mental health professionals to regularly participate in a SCHOOL teacher-led study skills class that is solely comprised of students in the cohort;
 - ii. have one (1) mental health professional monitor one (1) daily lunch period at each SCHOOL that is solely comprised of students in the cohort;
 - iii. ensure that a mental health professional attends IEP meetings and Section 504 committee meetings, as needed, for students either in a cohort or being considered for enrollment in a cohort, provided that they do not conflict with the other scheduled services outlined in this Agreement;
 - iv. as requested by the DISTRICT, provide up to 12 hours of professional development to be delivered either in-person or virtually during normal school hours on regularly scheduled school days or staff development days or to parents of students attending the district; provided that the DISTRICT shall request professional development training at least thirty (30) days in advance of the training and that CONTRACTOR shall not be obligated to provide more than one individual per professional development training; provided further that CONTRACTOR's provision of professional development training on staff development days shared with multiple districts shall be subject to the availability of CONTRACTOR's personnel; and
 - v. provide furniture for the spaces referenced in Section (8) below; provided that the DISTRICT shall be responsible for the costs of any removal of such furniture if requested by CONTRACTOR.
2. CONTRACTOR shall provide all the clinical and administrative services outlined in this Agreement during normal school hours on regularly scheduled school days, except that multi-family therapy sessions and some individual family therapy sessions may be scheduled at the DISTRICT during evening hours in consultation with the DISTRICT. If the student is absent on the date the individual or family therapy session is scheduled, or school is not in session on the scheduled day for CONTRACTOR's services, such services will not be rescheduled and will not be considered an absence.
3. CONTRACTOR 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. CONTRACTOR hereby represents that its mental health professionals are duly licensed and/or certified to perform the services set forth in this Agreement. CONTRACTOR shall provide the appropriate proof of license upon request.
5. CONTRACTOR shall provide all services pursuant to this Agreement in a competent, professional and timely manner.

6. **CONTRACTOR shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.**
7. **CONTRACTOR shall provide all services pursuant to this Agreement in a competent, professional and timely manner.**
8. **The DISTRICT shall provide CONTRACTOR with:**
 - a) **a confidential office that complies with applicable public health and safety laws for the mental health professionals to provide individual therapy sessions at the SCHOOL;**
 - b) **a classroom or similar space that complies with applicable public health and safety laws to conduct group therapy sessions, multifamily therapy groups and study skills classes;**
 - c) **filing cabinet(s) with locking mechanisms to secure confidential records;**
 - d) **use of telephones for each assigned mental health professional at no cost to CONTRACTOR;**
 - e) **internet access with connectivity uptime of 99.9% during regularly scheduled school days or reimbursement to CONTRACTOR of the cost of hotspot devices;**
 - f) **access to student education records including grades, attendance rates and disciplinary incidents for each student in the cohort receiving services from CONTRACTOR, in a manner prescribed by the DISTRICT, subject to state and federal requirements for confidentiality of student education records and personally identifiable information and the attached Supplement Agreement. To the extent that confidential student education records or other confidential student information comes into the possession of CONTRACTOR, CONTRACTOR shall not further disclose that information without appropriate parental consent unless required or permitted by applicable law; and**
 - g) **notification as to whether any School Resource Officer (“SRO”) qualifies as a “school official” such that CONTRACTOR may share student education records, information learned by Effective School Solutions’ personnel in the course of performing its services, and other personally identifiable information with the SRO.**
9. **In the event that the DISTRICT requests crisis assessment services from CONTRACTOR for students outside of the cohort, the DISTRICT shall obtain any and all consents required to be obtained by applicable laws, regulations and/or DISTRICT policies and provide any and all notices required to be provided by applicable laws, regulations and/or DISTRICT policies in connection with CONTRACTOR’s provision**

of crisis assessment, response, and re-entry provided by CONTRACTOR under the Agreement. Further, the DISTRICT shall file any reports with governmental authorities that are required to be filed by applicable laws and regulations in connection with CONTRACTOR's provision of crisis assessment, response and re-entry provided by CONTRACTOR under the Agreement.

10. The DISTRICT agrees to reasonably assist CONTRACTOR in obtaining all consents that CONTRACTOR determines are necessary and/or appropriate under applicable laws and/or professional standards for the provision of services by CONTRACTOR. CONTRACTOR shall be designated as a "school official" by the DISTRICT for the purpose of providing services to students pursuant to the terms of this Agreement. All records of the services provided by CONTRACTOR to students of the DISTRICT shall be considered Education Records, as defined by FERPA, and shall be maintained by CONTRACTOR in accordance with applicable law on behalf of the DISTRICT. CONTRACTOR shall make all records of services provided to such students in the cohort available to the DISTRICT upon request or as required in order to deliver services to the student at issue, including but not limited to, in the event of a due process hearing under state or federal law. CONTRACTOR shall provide parents/students with an acknowledgement for their signature, which confirms that any information received by CONTRACTOR from the student may become part of the student's Education Record retained by the DISTRICT. Once a student is no longer receiving services, CONTRACTOR shall deliver all original records pertaining to that student to the DISTRICT for future reference electronically or in printed form, and any copies retained by CONTRACTOR shall continue to be treated as Education Records pursuant to FERPA.
11. CONTRACTOR, in consultation with the DISTRICT, will determine whether a student can enter or remain in the cohort once the student has been referred by the DISTRICT for the services outlined in this Agreement. The parties understand and agree that CONTRACTOR, in consultation with the DISTRICT, may either reject a student or remove a student from the cohort due to the student's unwillingness to appropriately participate in the services outlined in this Agreement or, if in the professional opinion of CONTRACTOR's staff, the student is a danger to himself/herself or others.
12. Each party represents and warrants that it will comply with federal, state, and local employment, labor, public health and safety laws, and public health guidance in the conduct of the work supported by this Agreement, and that it will cooperate with the other party in the other party's compliance with such laws and guidance. Each party shall indemnify, hold harmless, and defend the other party from any liability arising

out of or relating to such party's failure to follow such laws and guidance in the conduct of the work supported by this Agreement.

13. The DISTRICT shall reasonably cooperate with CONTRACTOR in CONTRACTOR's actions to comply with Equal Employment Opportunity laws and guidance, including but not limited to providing reasonable accommodations to CONTRACTOR's employees for disabilities, pregnancies, and sincerely held religious beliefs as required under federal, state, and local law.
14. Unless otherwise required by law, the DISTRICT shall not release the terms and conditions of this Agreement, including but not limited to the financial terms of this Agreement, to any person and/or entity except to appropriate DISTRICT personnel on a need-to-know basis. If the DISTRICT or any of its representatives becomes compelled by applicable law, regulation, or in legal proceedings or other similar process to disclose this Agreement, the DISTRICT will, unless prohibited by law, provide CONTRACTOR with prompt written notice of such requirement prior to disclosure of the Agreement.

D. COMPENSATION

1. For the Partial School Year, the DISTRICT shall pay CONTRACTOR the total sum of eighty-one thousand dollars (\$81,000) for the services set forth in this Agreement. Payment shall be made in three (3) equal and consecutive monthly installments of twenty-seven thousand dollars (\$27,000). The first payment shall be due on April 1, 2023, and subsequent payments shall be due on the first day of every month thereafter.
2. For the Full School Year, the DISTRICT shall pay CONTRACTOR the total sum of three hundred thousand dollars (\$300,000) for the services set forth in this Agreement. Payment shall be made in ten (10) equal and consecutive monthly installments of thirty thousand dollars (\$30,000). The first payment shall be due on September 1, 2023 and subsequent payments shall be due on the first day of every month thereafter.
3. If elected by the DISTRICT, CONTRACTOR's services for the summer program will be billed separately on July 1 of every year. Compensation for the summer program shall be at the following rates:
 - a) for a summer program of up to two mental health professionals, the DISTRICT shall pay CONTRACTOR the total sum of \$8,000;
 - b) for every subsequent mental health professional providing services for a summer program, the DISTRICT shall pay CONTRACTOR the total sum of \$4,000.

4. CONTRACTOR agrees to provide the 2023 summer program to the DISTRICT at no additional cost.
5. CONTRACTOR shall submit invoices for payment as services are rendered. The DISTRICT shall pay CONTRACTOR within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONTRACTOR. 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.
6. The DISTRICT acknowledges and agrees to work proactively with CONTRACTOR to schedule dates of the delivery of CONTRACTOR's services related to professional development, and the DISTRICT shall ensure the availability of the DISTRICT's staff for delivery of such services. For the avoidance of doubt, in the event that the maximum units of services set forth in Section C(1)(e)(iv) of this Agreement are not delivered, the DISTRICT remains responsible for payment of the fees set forth in this Section D. Unused units shall not roll over to a subsequent school year or agreement.

E. INSURANCE

1. Minimum Required Insurance:

- a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate
\$2,000,000 products and completed operations
\$1,000,000 ongoing operations
\$1,000,000 Sexual Misconduct and Assault
\$1,000,000 personal and advertising
\$100,000 fire damage and \$10,000 medical
The general aggregate shall apply on a per-project basis.
- b. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- c. **Workers' Compensation, Employers Liability and NYS Disability Insurance**
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
- d. **Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

e. Umbrella/Excess Insurance

\$3 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability, General Liability and Professional Liability coverages.

2. CONTRACTOR acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the DISTRICT. The CONTRACTOR is to provide the DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
3. The DISTRICT is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The CONTRACTOR further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the DISTRICT but also NYSIR, as the DISTRICT's insurer.
4. The CONTRACTOR agrees to provide a copy of the insurance requirements to its insurance representative (such as, its insurance broker) prior to entering into the contract.

F. TERMINATION

1. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause upon sixty (60) days' prior written notice to CONTRACTOR.
2. The parties agree that either party's material breach of any terms or conditions of this Agreement and failure to cure same within fifteen (15) business days after receipt of written notice of such breach will provide a basis for the non-breaching party to terminate this Agreement without any further liability to the other party. The parties hereby agree that the DISTRICT's failure to pay the amount due under this Agreement for three (3) consecutive months shall constitute a material breach of this Agreement, which requires no further notice or opportunity to cure and entitles CONTRACTOR to terminate the Agreement and all of its obligations hereunder immediately upon written notice to the DISTRICT.
3. In the event the CONTRACTOR 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 prior to 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, except that either party may assign this Agreement in connection with any merger, consolidation, reorganization, or sale of all or substantially all of its assets or any similar transaction upon providing written notice to the other party.

H. INTELLECTUAL PROPERTY AND NON-SOLICITATION

1. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to the DISTRICT under this Agreement or prepared by or on behalf of CONTRACTOR in the course of performing its obligations under this Agreement (collectively, the "Deliverables") except for any confidential information of the DISTRICT or DISTRICT materials shall be owned by CONTRACTOR. CONTRACTOR hereby grants the DISTRICT a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free, and revocable basis to the extent necessary to enable the DISTRICT to make use of the Deliverables for the purposes intended by this Agreement during the term of this Agreement unless otherwise agreed upon in writing with CONTRACTOR; provided that the DISTRICT may use MTSS Playbooks and professional development and coaching participant guides following the expiration or termination of this Agreement.
2. Recognizing that CONTRACTOR has devoted considerable time, energy and expense in developing its practice, the DISTRICT covenants and agrees that the DISTRICT shall not, without the written consent of CONTRACTOR, solicit, employ, or hire any individual who provided services to the DISTRICT as an employee or agent of the CONTRACTOR for twelve (12) months following the last day such individual provided services to the DISTRICT as an employee or agent of CONTRACTOR or was employed by CONTRACTOR, whichever date is later.
3. In the event that the DISTRICT violates the provision above, the DISTRICT agrees to pay CONTRACTOR compensation in the amount of 100% of the total annual compensation that is anticipated to be paid to any full- or part-time employee/contractor. For any part-time employee/contractor, payment will be based on the following formula: Number of hours per week the

employee/contractor is expected to work multiplied by the hourly rate of the employee/contractor, multiplied by 52. The DISTRICT agrees to submit monthly reconciliation reports to CONTRACTOR by the fifth of each month, evidencing the exact number of hours the part-time employee/contractor actually worked for that month. If there is additional compensation owed to CONTRACTOR, the DISTRICT agrees to pay any outstanding amounts to CONTRACTOR at the time of submission of each monthly reconciliation report.

I. 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; nor shall it affect any right that either party may have under the terms of this Agreement or preclude the party from seeking enforcement or claiming damages by instituting a lawsuit in a court of competent jurisdiction.

J. 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.

K. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the substantive and procedural laws and regulations of the State of New York and applicable Federal laws and regulations. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Suffolk, State of New York, or federal court located in County of Suffolk, New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding, in such court.

L. 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. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Facsimile or pdf signatures will be deemed as effective as original signatures.

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

EFFECTIVE SCHOOL SOLUTIONS, LLC

WEST ISLIP
UNION FREE SCHOOL DISTRICT

BY: _____
(Name)
(Title)

BY: _____
Anthony Tussie
Board of Education, President

**Supplemental Agreement between the
West Islip Union Free School District**

and

Effective School Solutions, LLC

Supplemental Agreement dated this ___ day of _____, 20___ between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, NY 11795, and Effective School Solutions, LLC (the "Contractor") located at 121 Chanlon Road, Suite 310, New Providence, New Jersey, 07974.

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 8 NYCRR 121.1; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d and 8 NYCRR Part 121 (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 and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter "Regulations").

a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), 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. With reference to this agreement, "Third Party Contractor" shall be synonymous with "Contractor" and shall also include any and all subcontractors, persons or entities with whom the Contractor shares Student Data and/or Principal or Teacher Data 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.

- 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:

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

- 1. The right to inspect and review the student's education records within 45 days of the day the school receives a request for access. Parents or eligible students should submit to Patricia Denninger, Records Access Officer, a written request that identifies the record(s) they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading. Parents or eligible students may ask the school to amend a record that they believe is inaccurate or misleading. They should write the Records Access Officer, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the school has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. The school may disclose education records without consent to officials of another school in which a student seeks or intends to enroll, upon request, upon the recommendation of the Committee on Special Education, or upon the determination of the Superintendent of Schools pursuant to Education Law section 3214.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA. The name and address of the office that administers FERPA are:

3. As required by Education Law §2-d(3)(c) and Section 121.3 of the Regulations, 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 following exclusive purpose(s): the provision of therapeutic mental health services to students enrolled at West Islip High School in the District.

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 the data protection and security requirements set forth in Education Law §2-d and Part 121 of the Regulations.

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2024. When the

Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District all remaining Student Data and/or Principal or Teacher Data 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.

d. The Contractor and District agree to notify the other party of any challenge to the accuracy of Student Data and/or Principal Data. The District and Contractor agree that the party who is responsible for the development of the Student Data and/or Principal Data shall make the final determination with regard to any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data.

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: Student Data will be stored using an infrastructure owned and hosted by a third party. The Contractor will use legally-required, industry standard and up-to-date security tools and technologies, such as anti-virus protections and intrusion detection methods, to protect Student Data and to mitigate security and privacy risks. The Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Student Data will be encrypted while in motion and at rest.

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) and Section 121.11 of the Regulations, 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.

EFFECTIVE SCHOOL SOLUTIONS, LLC

WEST ISLIP UNION FREE SCHOOL DISTRICT

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Lauren Lay
Director of ELA & Reading (6-12),
Director of ENL & Director of Library Media
West Islip School District
One Lion's Path
West Islip, New York 11795
(631)504-5846

TO: Elisa Pellati
FROM: Lauren Lay
DATE: March 15, 2023
RE: Outdated Textbooks

I am requesting the surplus of the following ENL book titles from the West Islip High School and Udall Road Middle School:

	Udall:	High School
Longman Keystone:		
ISBN#:	Qty:	
Level A -red		
10013239442-1	4	2
100132058693	1	2
Level B - dark blue		
100132411873	2	3
101428434917	7	4
Level C - green		
100132394456	0	2
100136136346	0	1
Level D - orange		
10142843491	3	5
10013205802	1	2
Level E - purple		
10013241161	0	1
100131582577	0	1
Level F - light blue		
1001315822593	1	9
101428435034	1	2

These copies are outdated and no longer in use.

If you have any questions or concerns, please do not hesitate to contact me.

Cc: Anthony Bridgeman, William Delaney, Daniel Marquardt. Andrew Moschetto

Board of Cooperative Educational Services
of Nassau County

Please fill out the information below and return this form to the attention of
Mr. Michael Perina, Nassau BOCES Administrative Center
71 Clinton Road, Garden City, New York 11530
(516) 396-2240

COMMODITY: 22/23-022 PAVING, SEALCOATING, RESTRIPIING & SITE IMPROVEMENTS

ANTICIPATED AWARD DATE: / /

Applicable Fee: 450.00


Please Check:

Yes No

I wish to participate. A General Resolution will be forwarded under separate cover after Board approval.

I am interested in receiving a 'download' file of the bid award. I understand the fee will be: \$75.00

SIGNATURE:


Assistant Superintendent for Business

Elisa Pellati
Please Print Name Title

West Islip UFSD
Agency/School District

DATE: 3-13-23

Please indicate: Microcomputer Support (MCS)/NASTECH
 Health & Safety Member
 Health Office Member

Phone: (631)893-3200
Fax: (631)893-3217
5590

WEST ISLIP UFSD/CROSS CONT EASTERN SUFFOLK
JOAN A. NILES
100 SHERMAN AVENUE

WEST ISLIP, NY 11795
Att'n: JOAN A. NILES

DISTRICTS: NEW REQUIREMENT

In order to obtain accurate district usage please provide the following information:
Projected Annual Expenditure level for PAVING, SEALCOATING, RESTRIPIING & is approximately: \$ 325,000
You may base this information on historical or anticipated allocations.

~ Thank you.

This form is to be used by districts for requesting BOCES services from BOCES other than the local BOCES.

CROSS CONTRACT FOR BOCES SERVICES

PART I: To be completed by district requesting cross contract

School District Requesting Service: West Islip UFSD School Year of Service: 2022-2023
Address: 100 Sherman Ave West Islip NY Zip: 11795
Name of Service Requested: Paving, Sealcoating, Restriping & Site Improvements # 22/23-022
Potential BOCES Provider: Nassau BOCES Estimated Cost: 13450.00
Date: _____
School Superintendent Signature

* Email to Contractadjustments@esboces.org
* Forward to local BOCES District Superintendent

PART II: To be completed by local BOCES District Superintendent

It is requested that cross-contract arrangements be made with Nassau BOCES
BOCES to provide the service listed above.
Date: _____
Local BOCES District Superintendent Signature

Local BOCES name and address Eastern Suffolk BOCES
James Hines Admin Center 201 Sunrise Hwy Patchogue Ny Zip: 11772

* Email to zspruill@nasboces.org
* Forward to District Superintendent of BOCES requested to provide service.

PART III: To be completed by BOCES District Superintendent providing cross-contracted service.

Service Title: _____ CO-SER #: _____
Activity Code #: _____ Estimated Charge: _____
Date: _____
District Superintendent Signature of providing BOCES

After approval, distribute completed and signed copies of this form to:
WHITE - Providing BOCES CANARY YELLOW - Providing BOCES Program Administration
PINK - Requesting School District GOLDENROD - Local BOCES

GENERAL RESOLUTION

FOR THE PURPOSE OF

**PARTICIPATING IN A COOPERATIVE BID COORDINATED BY
THE BOARD OF COOPERATIVE EDUCATION SERVICES OF NASSAU
COUNTY**

FOR

Various Commodities and/or Services
As Listed on Pages 1-3 of This Resolution

WHEREAS, the Board of Education, West Islip School District of New York State (the "School District") wishes to participate in a Cooperative Bidding Program conducted by The Board of Cooperative Educational Services of Nassau County ("Nassau BOCES") for the purchase of various commodities and/or services as authorized by and in accordance with the Education Law and General Municipal Law, Section 119-o; and

WHEREAS, the District, more particularly, wishes to participate in the joint cooperative bids as listed and checked below (check "yes" or "no"):

	<u>PARTICIPATION</u>	
<u>CORE GROUP:</u>	<u>YES</u>	<u>NO</u>
<i>(NASSAU BOCES PER BID RATE)</i>		
ABATEMENT AND DISPOSAL OF ASBESTOS & LEAD MATERIALS	_____	_____
ARTS & CRAFT SUPPLIES	_____	_____
✓ ASPHALTIC & CEMENT CONCRETE PAVING REPAIR & MAINTENANCE	✓ _____	_____
ATHLETIC UNIFORMS	_____	_____
AUDIO VISUAL EQUIPMENT	_____	_____
AUDIO VISUAL SUPPLIES	_____	_____
AUTO BODY SUPPLIES	_____	_____
AUTO MECHANIC SUPPLIES	_____	_____
AUTOMOBILES – PASSENGER CARS/VANS/TRUCKS	_____	_____
AUTOMOTIVE AIR CONDITIONING REPAIRS	_____	_____
BOILER, DUCT & KITCHEN EXHAUST CLEANING	_____	_____
BUS,VANS AND AUTO PARTS SUPPLIES	_____	_____
BUILDINGS & GROUNDS EQUIPMENT	_____	_____
CALCULATORS	_____	_____
CARPENTRY, CABINETRY & BUILDING SUPPLIES	_____	_____

CARPETING & INSTALLATION	_____	_____
CESSPOOL MAINTENANCE SERVICES	_____	_____
CHAIN LINK FENCING	_____	_____
COMPUTER HARDWARE, SOFTWARE, NETWORKING AND SUPPLIES	_____	_____
CUSTODIAL AND GREEN CUSTODIAL SUPPLIES	_____	_____
DOORS: HOLLOW METAL, FRAMES & HARDWARE	_____	_____
FAX & PHOTOCOPY EQUIPMENT, SUPPLIES AND MAINTENANCE	_____	_____
FINANCING & LEASING OF CAPITAL EQUIPMENT	_____	_____
FIRE EXTINGUISHERS & SERVICE	_____	_____
FITNESS EQUIPMENT	_____	_____
FLOOR TILES & INSTALLATION	_____	_____
FOOD & BEVERAGE SUPPLIES	_____	_____
FOOD PREPARATION: PAPER & PLASTIC SUPPLIES	_____	_____
FOOD SERVICE EQUIPMENT	_____	_____
FUEL OIL	_____	_____
FURNITURE: CLASSROOM & OFFICE	_____	_____
GENERAL SAFETY SUPPLIES	_____	_____
GENERAL SCHOOL & OFFICE SUPPLIES	_____	_____
GLAZING SERVICES & SUPPLIES	_____	_____
GYMNASIUM FLOOR REFINISHING	_____	_____
GUARD SERVICE (LICENSED, UNIFORMED, UNARMED)	_____	_____
HAZARDOUS MATERIALS: HANDLING, REMOVAL, TRANSPORTATION & DISPOSAL	_____	_____
HEALTH OFFICE SUPPLIES	_____	_____
HVAC EQUIPMENT	_____	_____
HVAC MAINTENANCE & INSTALLATION	_____	_____
INDUSTRIAL ARTS & WELDING SUPPLIES	_____	_____
INTERSCHOLASTIC ATHLETIC SUPPLIES	_____	_____
IRRIGATION SYSTEMS – REPAIR & MAINTENANCE	_____	_____
LIBRARY SUPPLIES	_____	_____
MEDICAL & DENTAL SUPPLIES	_____	_____
MUSICAL INSTRUMENTS & SUPPLIES	_____	_____
MUSICAL INSTRUMENT RENTALS	_____	_____
MUSICAL INSTRUMENT REPAIRS	_____	_____
OIL & GAS BURNER SERVICE	_____	_____
PAINT & PAINTING SUPPLIES	_____	_____
PAPER: XEROGRAPHIC, FAX & COPIER	_____	_____
PHOTOGRAPHY SUPPLIES	_____	_____
PHYSICAL EDUCATION SUPPLIES	_____	_____
PLUMBING & HEATING SUPPLIES	_____	_____
PLUMBING SERVICES	_____	_____
RECONDITIONING OF ATHLETIC EQUIPMENT	_____	_____
REFRIGERATION & AIR CONDITIONING SUPPLIES	_____	_____
ROOF MAINTENANCE & REPAIR	_____	_____

SCHOOL BUS AIR CONDITIONING INSTALLATION,	_____	_____
MAINTENANCE & REPAIRS		
SCHOOL BUS & AUTO PARTS	_____	_____
SCIENCE SUPPLIES	_____	_____
SMART BOARDS	_____	_____
SNACK VENDING SERVICE	_____	_____
SUBSCRIPTION SERVICES	_____	_____
TEACHING AIDS	_____	_____
TOOLS: POWER & HAND	_____	_____
TREE MAINTENANCE	_____	_____
UNIFORMS – GENERAL	_____	_____
VEHICLE REPAIRS	_____	_____
VENETIAN BLINDS & SHADES	_____	_____

NOW THEREFORE, BE IT RESOLVED that the School District hereby appoints Nassau BOCES as its representative and agent in all matters related to the Cooperative Bidding Program, including but not limited to responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, reporting the results to the School District and making recommendations thereon, and

BE IT FURTHER RESOLVED that Nassau BOCES is hereby authorized to award cooperative bids on behalf of the School District to the bidder deemed to be the lowest responsible bidder meeting the bid specifications and otherwise complying with Article 5-A of the General Municipal Law of the State of New York relating to public bids and contracts and to enter into contracts for the purchase of the commodities and/or services as authorized herein, and

BE IT FURTHER RESOLVED, that the School District hereby authorizes its School Business Administrator or his/her designee on behalf of the School District to participate in cooperative bidding conducted by Nassau BOCES and if requested to furnish Nassau BOCES an estimated minimum number of units that will be purchased and such other documents and information which may be reasonably necessary or useful in conducting the Cooperative Bidding Program, and

BE IT FURTHER RESOLVED, that the School District agrees to assume its equitable share of the administrative costs of the cooperative bidding program and all of its obligations and responsibilities pursuant to any contract that may be awarded by Nassau BOCES on behalf of the School District.

 Superintendent of Schools

 Date

West Islip UFSD
 School District Name

LETTER OF INTENT
FOR THE PURPOSE OF
PARTICIPATING IN A COOPERATIVE BID COORDINATED BY
THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU
COUNTY
FOR
Various Commodities and/or Services

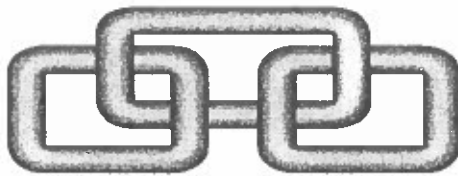
BE IT KNOWN, that by this Letter of Intent that the School District indicated below plans to participate in the comprehensive cooperative bids conducted by the Board of Cooperative Educational Services of Nassau County, in accordance with the terms of the General Resolution.

The executed General Resolution will be forwarded subsequent to the Board approval, as required by New York State General Municipal Law (Section 119.0).

Superintendent of Schools

Date

West Islip UFSD
School District Name



SOUTHERN WESTCHESTER BOCES

RESOLUTION OF BOARD OF EDUCATION

WHEREAS it is the desire of the Southern Westchester Board of Cooperative Educational Services to allow any officer, board, or agency of a political subdivision or of any district therein, adopting this Resolution to bid jointly in those supplies, commodities, materials, and equipment set forth below.

Now, therefore, be it

RESOLVED that the West Islip School District agrees to participate with other school districts of the Southern Westchester Board of Educational Services, Westchester County, New York adopting this in the joint bidding of:

Table with 2 columns: Item description, YES, NO. Includes items like Art Supplies, School & Office Supplies, etc. Item 12 has a checkmark in the YES column.

BE IT FURTHER RESOLVED that this Resolution shall remain in effect until: June 30, 2024, and

BE IT FURTHER RESOLVED that it is agreed that the specifications as presented will be used, and that this Board agrees to bid its required amount of said commodities jointly with other participating school districts and Southern Westchester and the Southern Westchester Board of Cooperative Educational Services.

BE IT FURTHER RESOLVED that the invitation to bid will be advertised by BOCES in the Journal News in accordance with the provisions of Section 103 to the General Municipal Law.

Clerk

West Islip UFSD School District

Date of Board Adoption

100 Sherman Ave West Islip Ny 11799 Address