

**AGENDA**

**WEST ISLIP UNION FREE SCHOOL DISTRICT  
2023-2024 BUDGET VOTE and TRUSTEE ELECTION**

**May 16, 2023  
7:00 a.m. to 9:00 p.m.  
WEST ISLIP HIGH SCHOOL**



**BOARD OF EDUCATION**

**May 11, 2023**

**7:30 p.m.**

Beach Street Middle School  
17 Beach Street

Submitted by:  
Dr. Paul Romanelli  
*Superintendent of Schools*

**A G E N D A**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**May 11, 2023**

*Beach Street Middle School*

*West Islip, New York*

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
  - A. School Safety
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted at the opening of the meeting. Each person or representative of a group will be limited to three minutes.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the April 19, 2023 Regular Meeting, and the April 19, 2023 Budget Adoption.
- VI. **RECOGNITION**
  - A) WIASA
  - B) Information Technology (I.T.)
- VII. **PERSONNEL**
- VIII. **CURRICULUM UPDATE**
- IX. **REPORT OF BOARD COMMITTEES**
  - A) Education Committee {5/9/2023}
  - B) Finance Committee {5/9/2023}
  - C) Special Education Committee {5/10/2023}
  - D) Health and Wellness {5/9/2023}
- X. **BUSINESS ITEMS**
  - A) Approval of Budget Transfers
  - B) Approval of Bids 2023-2024
    1. #2301 Refrigeration Repair and Service
    2. #2302 Gates and Chain Link Fencing
    3. #2304 Printing
    4. #2305 Athletic Uniforms
    5. #2306 Buildings and Grounds Uniforms
  - C) Approval of Contracts 2022-2023
    1. Smithtown Central School District Special Education Contract
    2. Oyster Bay East Norwich CSD School District Special Education Contract
    3. South Huntington UFSD Health Services Contract \$30,779.80
  - D) Approval of Surplus
    1. Piano ~ Manetuck Elementary
- XI. **PRESIDENT'S REPORT**
  - A) Approval to amend April 2024 BOE Meeting date to correspond with the Eastern Suffolk BOCES Administrative Budget Vote and Board Election to take place on April 16, 2024.
  - B) Approval of BOCES Multi-Year Service Agreement - Fiber WAN Services - 7/1/2023 to 6/30/2026
- XII. **SUPERINTENDENT'S REPORT**
- XIII. **NOTICES/REMINDERS**

**XIV. OTHER ITEMS FOR BOARD MEMBERS INFORMATION**

- XV. INVITATION TO PUBLIC** – *The public, at this time, is invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted by the time the first speaker is called to the podium. Each person or representative of a group will be limited to three minutes.*
- XVI. EXECUTIVE SESSION** – *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session to consider any items for which a vote is required.*
- XVII. CLOSING** - Adjournment

**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**April 19, 2023 – Beach Street Middle School**

PRESENT: Mr. Tussic, Mr. Antonello, Mrs. Brown, Mrs. Kelly, Mr. Maginniss, Mr. McCann  
(arrived 7:35 p.m.)

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Volz

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Meeting called to order at 7:30 p.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 March 28, 2023 Planning Session.

RECOGNITION

Athletics

Boys Varsity Winter Track All County ~ Rocco Carpinello  
Boys Varsity Swimming & Diving All County ~ William DeWitt  
Varsity Cheerleading All County ~ Allyson Sesto  
Varsity Cheerleading All County ~ Jenna Tyler  
Varsity Cheerleading All County Academic ~ Aneliese Ammirata

Stock Market ~ Long Island Competition Student Winners

Fall 2021 Winners	Jake Avella – 3 <sup>rd</sup> Place	Joseph Pace – 14 <sup>th</sup> Place
Fall 2022 Winners	Matthew Greenwald – 5 <sup>th</sup> Place	Ryan Flynn – 13 <sup>th</sup> Place
	Gannon Klimuszeko – 16 <sup>th</sup> Place	Jake McEnaney – 27 <sup>th</sup> Place

Student Video Showcase ~ Anastasiia Podliesna

ANNOUNCEMENTS:

Mr. Tussic spoke about how the Board is dedicated to working in collaboration with parents, students and the community to ensure the safety of our schools. He announced that a school safety presentation would take place discussing all the preventative safety and security measures the district has in place. This includes counseling services and mental health resources. Dr. Romanelli spoke about mental health supports in the buildings and advised that the Panorama survey results will be shared at a future meeting.

School Safety Presentation

The Director of School Safety, Sean McAleavey, spoke about the district's security team which is made up of active Suffolk County Police Department officers, court officers, corrections officers, and retired police officers from NYPD, Port Authority PD and MTA PD. Mr. McAleavey spoke about the safety and security measures the district has in place. Some of these measures are 3M attack certified window film, surveillance camera system that is monitored all day long, new digital repeater system providing radio transmissions for better communication in and out of the buildings, school safety vehicles, a SCPD share program allowing for the SCPD to remotely tap into district cameras in the event of an emergency, security vestibules at all buildings, RAVE panic button app for your phone that automatically notifies SCPD and a Blue Light Lock Down system that is activated when a lockdown is needed.

The Deputy Police Commissioner of Suffolk County, Anthony Carter, also spoke about the many resources the SCPD has in place in case of an emergency. He spoke about response time being under a minute from the 911 call to dispatch to a building, rifle cars, active shooter drills, training security staff and faculty and how West Islip is a model for other districts regarding security measures.

Mr. Tussie thanked everyone and expressed how proud the Board is of the security team and advised that the district will do everything in their power to make the district as safe as possible.

Many parents asked questions and shared concerns that they had regarding a variety of subjects: Blue Light drills; response times; police resources in the area; rifle training; substitute teachers knowing the safety and security procedures; anxiety some students experience. Mr. McAleavey and the Suffolk County Deputy Police Commissioner answered their questions and concerns.

Many parents also asked about armed guards and the timeline the district has regarding making a decision about hiring armed guards. Mr. McAleavey explained that much research must be done and policy and procedures would have to be put in place and Mr. Tussie explained that you could not put a timeline on this decision. Dr. Romanelli advised that the district is listening to calls and e-mails, and taking everything into account and will reflect on what was heard. Dr. Romanelli also advised that discussions are taking place regularly and updates will be given.

## 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: John Ballantyne, Assistant Principal, effective July 1, 2023 to June 30, 2026 (High School; \$131,500; replacing Lauren Lay {reassigned}).

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve ADMINISTRATIVE: RETIREMENT: Jack Maniscalco, Principal, effective July 1, 2023 (Oquenock).

Mr. Tussie spoke about Mr. Maniscalco and how he is a true treasure and will be forever missed. Dr. Romanelli spoke about how Mr. Maniscalco's leadership built a positive culture at Oquenock and how Mr. Maniscalco is a legend in West Islip and congratulated him on his great career and retirement.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve the 4/19/23 Personnel Agenda as listed below.

### TEACHERS

T-1

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

Jodie Abelson-Sommer, Elementary  
Effective May 18, 2023 through June 30, 2023  
(Manetuck)

Alexandra Kaulfers, Reading  
Effective May 25, 2023 through June 30, 2023  
(Paul J Bellew)

T-2

CHILD-REARING LEAVE OF ABSENCE (unpaid)  
Jodie Abelson-Sommer, Elementary  
Effective September 1, 2023 through January 1, 2024  
(Manetuck)

T-2 Elizabeth Daddi, World Languages  
Effective September 1, 2023 through June 30, 2024  
(High School)

T-3 LEAVE OF ABSENCE (unpaid)  
  
Jaclyn Jacobs, English  
Effective September 1, 2023 through June 30, 2024  
(Udall)

T-4 REGULAR SUBSTITUTE  
  
Milton Bonilla, Elementary  
Effective March 27, 2023 to June 30, 2023  
(Udall and Oquenock; Step .5<sup>1</sup>; Replacing Lynnette Fawess {LOA})

T-4 REGULAR SUBSTITUTE  
  
Paige Fogarty, Elementary  
Effective April 17, 2023 to June 30, 2023  
(Paul J Bellew; Step .5<sup>4</sup>; Replacing Alexandra Kaulfers {LOA})

Craig Perrino, Health  
Effective March 27, 2023  
(Beach; Step .5<sup>1</sup>; Replacing Shanan Mauro {LOA})

Alyssa Bertolino, Elementary  
Effective April 24, 2023 to June 30, 2023  
(Manetuck, Step .5<sup>1</sup>; Replacing Jodie Ableson-Sommer {LOA})

#### TEACHING ASSISTANTS

TA-1 PROBATIONARY APPOINTMENT  
  
Kayleigh O'Connor, Special Education  
Effective April 17, 2023 to April 16, 2027  
(High School; Step 5; replacing Kerry Nowick {resigned})

#### CIVIL SERVICE

CL-1 CHANGE IN TITLE  
  
Maria Vangeli, Part-Time Assistant Cook  
Effective April 20, 2023  
(Paul J. Bellew; Step 1; change from Part-Time Food Service Worker; replacing Jessica Rega {Full-Time Assistant Cook})

CL-2 PROBATIONARY APPOINTMENT  
  
Megan Pardue, Health Office Aide  
Effective May 5, 2023  
(Beach Street; Step 1; replacing Erin Houston {resigned})  
  
Belinda Rios, Senior Office Assistant  
Effective May 5, 2023  
(Udall; Step 1; replacing Lois Van Meurs {retired})

CL-3                    SUBSTITUTE FOOD SERVICE WORKER (\$15.00/hr)

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

CL-4                    SUBSTITUTE NURSE (\$150/per diem)

\*Alana DiMartino, effective April 20, 2023  
Danielle Gottlieb, effective April 20, 2023  
Megan McDermott, effective April 20, 2023  
Laurie Moran, effective April 20, 2023  
Kelley Smith, effective April 20, 2023  
Catherine Sullivan, effective April 20, 2023

OTHER

SUBSTITUTE TEACHER (\$130 per diem)

\*Victoria Caccamo, effective April 17, 2023  
\*Joseph Caputo, effective April 20, 2023  
Matthew Mazer, effective April 18, 2023  
Laurie Moran, effective April 20, 2023  
Catherine Sullivan, effective April 20, 2023

*\*Conditional pending fingerprinting clearance*

PERMANENT SUBSTITUTE TEACHER RESIGNATION

Paige Fogarty  
Effective April 17, 2023  
(Paul J Bellew)

REGENTS REVIEW 2022-2023

Algebra I

Christina Bivona  
Alyssa O'Connor  
Christopher Salerno

Algebra II

Tara Annunziata  
Beth Crimi  
Brittany Probst

ASL I & III

Jennifer Suriano  
Karen Testa

Biology

Renee Avelli  
Kristine Hagens  
Jennifer Hirdt  
Jeff O'Hare  
Frank Rapczyk

Chemistry

Jessica Alvarez  
Michael Fusaro  
Linda Tong

Earth Science

Danielle Dischley  
John Hulsmann

English 11

Dawn DiVisconti

Geometry

Alissa Nanda  
Nancy Yost

Global Studies

David Moglia

Italian 1

Brittany  
DiLuciano  
Elena Iacobellis

Italian 3

Stephany Camacho  
Sarah Willman

Physics

Joseph Dixon  
Daniel Varney

Spanish I

Caryn Drezner  
Monica Elgut  
Kristina Rocco

Spanish 3

Anna Domingo

U.S. History

Daniel Gschwind

OTHER, continued

PREFERRED SUBSTITUTE

Victoria Evola  
Effective April 20, 2023  
(High School; \$171.83/day; new position)

Courtney Arnold  
Effective April 24, 2023  
(High School; \$171.83/day; new position)

CURRICULUM:

Mrs. Morrison introduced Dr. Patrick Kiley-Rendon, the district's new Executive Director of Technology and Innovation.

Mrs. Morrison advised that the NYS ELA tests for Grades 3-5 will take place on Tuesday, April 25 and Wednesday, April 26, 2023 and Math tests for Grades 3-5 will take place on Thursday, May 4 and Friday, May 5, 2023. The NYS ELA tests for Middle School Grades 6-8 will take place on Wednesday, April 19 and Thursday, April 20, 2023 and Math tests for Grades 6-8 will take place on Wednesday, May 3, 2023.

Mrs. Morrison spoke about Dr. Romanelli reaching out to students, parents and staff for feedback (via a survey) regarding the profile of a West Islip graduate and the skills, attributes, and competencies the West Islip community feels are important for graduates to possess. This district has received over 1,000 responses and the survey is still open and next week the administrative team will meet to review the results and determine the next steps.

Mrs. Morrison also spoke about impressive learning experiences and events taking place in the district. Mrs. Morrison advised that significant strides continue to take place in elementary literacy, pre-kindergarten and kindergarten teachers met for a second training on the Heggerty program, two speech pathologist along with Dr. Walsh facilitated a workshop which focused on the importance of phonological and phonemic awareness, and kindergarten and first grade students are using Geodes.

Mrs. Morrison advised that the district held two professional development sessions focused on the development of reading and the Science of Reading and the teachers attending noted that the session was informative and helpful. Students at Udall and Beach recently experienced the Sweethearts and Heroes Program, which promotes healthy, positive social connections and relationships. IB diploma students took a trip to the Illusion Museum, the National Math Honor Society inducted their first ever class into Mu Alpha Theta. The Business Education Department participated in the Long Island Business Teachers Association Contest. Manetuck students visited South Shore Farm and 5<sup>th</sup> grade entrepreneurs at Oquenock re-opened their Bead Bonanza Market and worked together in a team to create beaded bracelets to sell to the school community.

Education Committee: Richard Antonello reported on the meeting held 4/18/23. Items reviewed included an Acceleration for All (Math & Science programs) presentation and the benefits of this program. Other items discussed were the Panorama Survey results regarding the mental health of students and flagging those that need support, review classes after school, class ranking and NYS ELA and Math tests for Grades 3-5 had lower opt out rates than in previous years.

Finance Committee: Ron Maginniss reported on the meeting held on 4/18/23. Items reviewed included the February treasurer's report, February extra-curricular report, February payroll summary, February financial statements, March internal claims audit report, March system manager audit report, payroll certification forms, surplus, donations, contracts, change order, bid extensions and American Rescue Plan SEDCAR contracts.



Buildings and Grounds: Peter McCann reported on the meeting held 4/18/23. Items discussed included the air conditioning project, which is moving along quickly, and should be ready to go for September. BBS gave a presentation regarding the high school pool, which is 60 years old, and the district is in discussion regarding modernizing and expanding the pool. Mr. McCann advised that tours of other schools and programs are underway regarding Masera possibly becoming a technical and vocational school and there is a potential candidate that could possibly lease the building for a not for profit school.

Health and Wellness Committee: Grace Kelly reported on the meeting held 4/4/23. Items reviewed included Health and Wellness Scholarships and the committee will be reviewing applications. A Halloween Hustle Community Event will take place Sunday, October 15 and will replace the Color Run, Don't Press and Send presentations will take place on May 2 and there was positive feedback on the Health & Wellness Alliance Newsletter.

Safety Committee: Peter McCann reported on the meeting held 4/18/23. Items reviewed included technology updates on blue lights, camera relocation, and artificial intelligence software for camera system.

Special Education Committee: Ron Maginniss reported on the meeting that took place on 4/18/23. Items reviewed included special education pre-school screenings and student placements.

#### 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 4283-4289.

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 Electric, Inc. (\$5,000.00) credit Oquenock Elementary.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Surplus: Miscellaneous textbooks – West Islip High School and miscellaneous books – Udall Road Middle School

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Bid Extensions 2023-2024: #2201 Emerald Electric and Solar, Inc.; #2202 Greenvelvet Tree, Inc.; #2203 Cardinal Control Systems, Inc.; #2204 National Fire and Safety Solutions, Inc.; #2205 Long Island Geese Control; #2207 Winter Bros. Hauling of Long Island, LLC; #2208 Riddell/All American; #2210 Paramount Pest Elimination, Inc.; #2211 Dynasty Elevator Corp.; #2110 Fitzgerald's Driving School, Inc.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Contracts 2022-2023: Half Hollow Hills Special Education Contract; Deer Park UFSD Health Services Contract; Syosset Central School District Health Services Contract.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve SEDCAR ARP Contracts 2022-2023: ACDS; ACLD; Alternatives for Children; Bilinguals Inc.; Childhood Learning Center; Brookville Center for Children's Services, Inc.; Building Blocks Developmental Center; Center for Developmental Disabilities c/o IGHL; Connetquot Central School District of Islip; Developmental Disabilities Institute, Inc.; Eden II Programs; The Hagedorn Little Village School; Just Kids Early Childhood Learning Center; Kids First Evaluation and Advocacy Center; Kids in Action of L.I. Inc.; Kidz Therapy Services, PLLC; Leeway School; Little Angels Center; Metro Therapy; Mid Island Associates; Mountain Lake Academy; Nassau Suffolk Services for the Autism; The Opportunity Pre-School; Suffolk County Department of Social Services; United Cerebral Palsy of Greater Suffolk, Inc.; Woods Services.

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 from New York School Insurance Reciprocal (NYSIR) - \$1,000 to WIHS.

DONATION:

*WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amounts of \$1,000 from New York Schools Insurance Reciprocal (NYSIR), which have been donated to contribute to the costs associated with the high school college fair for the students of the West Islip High School.*

RESOLUTION: INCREASE 2022-2023 BUDGET

*BE IT RESOLVED, that the Board of Education hereby authorize the appropriation budget for the 2022-2023 school year to be increased to \$130,248,409, an increase of the \$1,000 donation from NYSIR for the West Islip High School.*

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Donation – West Islip Softball Booster Club – Purchase of uniforms (value approximately \$2,000.00).

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 Reorganizational Meeting – July 11, 2023 at 7:30 p.m. at West Islip High School.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve 2023-2024 Regular Meeting and Planning Session dates.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve ESBOCES 2023-2024 Administrative Budget and Trustee Election.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Resolution re: Adoption of the 2023-2024 School District Budget of \$134,220,230 and the 2023-2024 Property Tax Report Card.

RESOLUTION

*WHEREAS, the West Islip Union Free School District Board of Education is required to present a budget to the voters for the 2023-2024 School year; now, therefore, be it*

*RESOLVED, that the Proposed Budget for the 2023-2024 School Year be adopted for a total of \$134,220,230; and be it further*

*RESOLVED, THAT THE 2023-2024 Property Tax Report Card is approved to be transmitted to the New York State Department of Education as so required.*

On behalf of the Board, Mr. Tussie congratulated Dr. Romanelli, Elisa Pellati, Dawn Morrison and everyone who worked on the budget for all their efforts and thanked them for a job well done.

The district was able to manage the gaps, there were no cuts, expand BOCES programs, add an Assistant Director for Special Education, additional UPK 250 students, add preferred subs, math coaches, 6<sup>th</sup> grade integrated teacher and chrome books for first graders.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve personnel for the May 16, 2023 School Budget Vote and Trustee Election.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Resolution re: Request for Proposal of Universal Pre-Kindergarten Program 2023-2024 school year.

### RESOLUTION

*BE IT RESOLVED that the Board of Education of the West Islip UFSD hereby approves South Shore Children's Center as the agency to run a universal pre-kindergarten program in accordance with the terms set forth in the RFP - Universal Pre-kindergarten Program for the 2023-2024 school year and authorizes the District to enter into a consultant services agreement, subject to review by counsel.*

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Memorandum of Agreement re: Local 237 Clerical – Summer hours.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve WITA Lease Agreement 6/1/2023 - 5/31/2024.

### SUPERINTENDENT'S REPORT

Dr. Romanelli gave a shout out to West Islip students and shared how impressed he is every day when visiting the buildings. Dr. Romanelli stopped by the high school recently to visit the Thirst Project where students have raised enough money to bring a well to communities in Africa so they have fresh water. Dr. Romanelli is very proud of the work these students are doing. Dr. Romanelli also went to Islip Town Hall to honor two high school students for their efforts in community service. Every day there is something amazing going on in the district.

Dr. Romanelli advised that the Spring Newsletter would be going out soon.

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

Danika Riccio - Danika is a high school student who asked if a motion could be made to change district policy regarding home schooled students participating in after school activities. Danika also asked if she would be able to attend the end of the year Robotics dinner since she was on the team in September. Mr. Tussie explained that a motion could not be made to change policy, but the policy can be reviewed. Dr. Romanelli advised that he would look into the matter regarding the Robotics dinner and get back to Danika.

Doreen Hantzschel - Mrs. Hantzschel spoke about the importance of National Prayer Day on May 4 and asked if this information could be displayed on the high school electronic sign. Mrs. Hantzschel also spoke about the DEI Committee and feels it creates more havoc than good, is not a good thing and puts race against race. She feels it divides and does not bring unity and the committee meetings should be recorded and open to more people.

Dr. Romanelli explained to Mrs. Hantzschel that the point of the DEI Committee is to lift up all students and for students to hear from one another and benefit from different perspectives. He spoke about the subcommittees and how they have non-partisan conversations in the classrooms. Dr. Romanelli advised that sixty people attended the last committee meeting and were from all sides discussing what is best for the students. He advised that every parent who expressed an interest was invited to be on the committee. Dr. Romanelli stressed that there is not a political agenda and nothing is being taken away from any student to give to someone else. He explained that there are no politics in the classroom and he welcomes all parents, the committee notes are transparent, and there are three subcommittees ensuring success for all students.

Laura Vetere – Mrs. Vetere asked if the fourth grade at Oquenock could have another teacher and Dr. Romanelli advised that another section would be added.

Mr. Tussie thanked the residents for coming to the meeting and reminded everyone that the School Budget Vote and Trustee Election is on Tuesday, May 16, 2023.

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 9:43 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 10:21 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 Grace Kelly and carried when all Board members present voted in favor to approve resolution re: carryover of vacation days for Patricia Liggan.

*RESOLVED*

*Resolved, the Board of Education hereby authorizes Patricia Liggan to carryover a maximum of ten (10) unused vacation days from her 2022-2023 allotment which days must be used prior to June 30, 2024.*

Meeting adjourned at 10:22 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**

Victoria Caccamo, Science  
Effective May 1, 2023 to June 30, 2023  
(High School; Step .5 +; Replacing Annelise Muscietta {LOA})

**T-2            RESIGNATION**

John Guerriero, Psychologist  
Effective July 1, 2023  
(High School)

**CIVIL SERVICE**

**CL-1            RESIGNATION**

Marissa Fiore, Office Assistant  
Effective May 19, 2023  
(Paul J. Bellew)

Nancy Fredericks, Part-Time Food Service Worker  
Effective April 24, 2023  
(Beach Street)

Charles Ogburn, Guard  
Effective April 19, 2023  
(Security)

Kimberly Richichi, School Teacher Aide  
Effective May 12, 2023  
(High School)

**CL-2            PROBATIONARY APPOINTMENT**

Kristi Macchione, Contingent, Provisional Account Clerk  
Effective May 22, 2023  
(District Office; Step 1; replacing Eva Gonzalez {reassigned})

Kimberley Richichi, Provisional Senior Account Clerk  
Effective May 12, 2023  
(District Office; Step 1; replacing June Connell {resigned})

**CL-3            SUBSTITUTE ASSISTANT COOK (\$18.85/hr)**

Jennifer Garofalo, effective May 12, 2023

**CL-4            SUBSTITUTE CUSTODIAN (\$15/hr)**

Amanda Neilson, effective May 12, 2023

OTHER

ADULT EDUCATION 2023-2024

Michelle Grover, Secretary (\$3,840/semester)

DRIVER EDUCATION 2023-2024

Georgette Taylor, Instructor (\$1,500/session)  
Chris Taylor, Instructor (\$1,500/session)  
Patricia Stack, Instructor (\$1,500/session)  
Lorraine Kolar, Secretary (\$1,382/session)

ENRICHMENT 2023-2024

Lorraine Kolar, Secretary (\$848/semester)

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Kristen Bergin, effective September 1, 2023 through June 26, 2024  
Christina Bonfiglio, effective September 1, 2023 through June 26, 2024  
Shannon Culkin, effective September 1, 2023 through June 26, 2024  
Jesse Donnarumma, effective September 1, 2023 through June 26, 2024  
Danielle Ferruggiari, effective September 1, 2023 through June 26, 2024  
Paige Fogarty, effective September 1, 2023 through June 26, 2024  
Paige Gillespie, effective September 1, 2023 through June 26, 2024  
Holly Gozinsky, effective September 1, 2023 through June 26, 2024  
Sierra Kohler, effective September 1, 2023 through June 26, 2024  
Isabella Lumley, effective September 1, 2023 through June 26, 2024  
Destiny Parsons, effective September 1, 2023 through June 26, 2024  
Joyce Ronayne, effective September 1, 2023 through June 26, 2024

SUBSTITUTE TEACHER

Victoria Caccamo, effective April 21, 2023, leave replacement (\$253.28 per diem)

SUPERVISION HELP (\$83.66/event)

Dominick LaFerrara, Jr., effective March 30, 2023

RESIGNATION

Courtney Arnold, Preferred Substitute  
Effective April 24, 2023

WEST ISLIP UFSD  
MARCH 2023

TREASURER'S REPORT

	Gen Fund Operating A203	Gen Fund Money Mkt A451	Gen Fund Money Mkt A201	Net Payroll Fund A500	Special Aid F201	Cafeteria Fund C200	Scholarship Fund CM201	Capital Debt Svcs V201	Capital Projects H201	EPC 2021 Webster - Escrow H206	TOTAL
Book Balance beg of Month	4,064,333.80	34,440,113.60	2,789,966.02	4,519.22	43,703.33	2,529,159.65	5,106.80	2,568,524.66	14,785,019.82	528,401.95	61,758,848.85
Receipts:											
Interest	13,908.19	117,864.54	5,094.20		152.31	3,707.96	8.14	3,708.10	21,161.64		165,605.08
Tax Anticipation Note											
BAN proceeds/EAP 2021											690,444.21
TOI Property Taxes	6,221,570.00			5,381,376.91							6,221,570.00
STAR Payments											5,381,376.91
Payroll											14,353,297.09
Field Trips											156,568.93
State Aid						156,568.93					289,943.74
Cafeteria receipts							112.00				112.00
Accounts Receivable	289,943.74										327,393.14
BOCES											2,867,955.96
Donations											61,252.28
Due from Other Governments	327,393.14										16,538.00
Due to Other Funds	2,867,955.96										3,106.71
Due from Other Funds	61,252.28										5,000,000.00
Other Programs	16,538.00										62,284.86
Reduction of Expense	3,106.71										29,907,694.18
Refunds/Returned checks/misc exp					200,172.00		7,500.00				5,207,672.00
Interfund transfers	5,000,000.00										62,284.86
Other	62,284.86										35,805,120.91
Total Receipts	29,907,694.18	117,864.54	5,094.20	5,381,376.91	200,324.31	160,276.89	7,620.14	3,708.10	21,161.64		62,284.86
Disbursements	(11,313,503.85)	(5,000,000.00)		(5,381,376.91)	(5145,974.81)	(90,684.65)			(248,186.17)	(465,946.94)	(22,645,673.33)
Misc Adj/Return checks					(33,515.37)	(27,736.91)					(23.00)
Due to Other Funds	(2,499,213.61)										(2,560,465.89)
Book Balance end of Month	20,159,310.52	29,557,978.14	2,795,060.22	4,519.22	64,537.46	2,570,991.98	12,726.94	2,572,232.76	14,557,995.29	62,455.01	72,357,807.54
Certificate of Deposit											

BANK RECONCILIATION

Ending Balance as per Bank	20,662,385.24	29,557,978.14	2,795,060.22	9,527.35	118,213.51	2,652,407.89	12,926.94	2,572,232.76	14,557,995.29	62,455.01	73,001,182.35
Less Outstanding Checks	(567,514.46)			(8,259.20)	(53,676.05)	(45,419.36)	(200.00)				(675,069.07)
Add deposits in transit/wires in transit	9,914.77			4,000.19		(35,996.55)					(26,081.78)
Add other adjustments:											4,000.19
Reconciling Items - MISB refund				(749.12)							53,775.85
Subtract other adjustments: dep corr duplicate deposit correction	54,524.97										
Bank's Net Balance	20,159,310.52	29,557,978.14	2,795,060.22	4,519.22	64,537.46	2,570,991.98	12,726.94	2,572,232.76	14,557,995.29	62,455.01	72,357,807.54

Collateral Verifications have been performed on all accounts above containing balances in excess of FDIC insured levels of \$250,000.

3/23/23

West Islip UFSD  
2022-2023 Projected Cash Flow  
(000's omitted)

	ACTUAL July	ACTUAL August	ACTUAL September	ACTUAL October	ACTUAL November	ACTUAL December	ACTUAL January	ACTUAL February	ACTUAL March	ACTUAL April	ACTUAL May	ACTUAL June	Total
Beginning Cash Balance	42,457	35,070	32,794	24,718	15,807	27,149	17,907	54,645	41,295	52,511	47,415	69,168	424,577
Receipts:													
Property Taxes	-	-	1	-	-	1,302	46,664	1,820	690	1,300	22,000	10,110	83,887
STAR Payments	-	-	-	210	210	2,607	0	-	6,222	-	-	382	6,605
State Aid	3	845	4,229	110	45	78	108	182	14,353	-	6,000	6,192	34,862
Other Receipts	152	49	190	167	148	154	177	376	219	300	300	315	1,133
Accounts Receivable	110	158	147	5,239	2,949	5,110	3,256	3,474	3,257	-	-	-	2,642
Due to/from Other Funds	1,673	523	2,613	-	5,000	-	33,000	6,000	5,000	-	-	-	28,095
Interfund transfers	10,000	-	15,000	-	20,174	-	-	-	-	-	-	1,350	74,000
TAN Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	20,174
TAN Proceeds	-	-	-	-	-	-	-	-	-	-	-	1,350	1,350
Appropriated Fund Balance	-	-	-	5,726	28,526	9,252	83,207	12,062	30,031	1,600	28,300	16,999	252,748
Total Receipts	11,938	1,576	22,181	5,726	28,526	9,252	83,207	12,062	30,031	1,600	28,300	16,999	252,748
Disbursements:													
Salaries, Ben, Svcs & Support	4,587	3,148	14,677	9,059	15,010	14,131	46,122	19,065	15,968	4,000	4,000	10,531	160,298
Debt Service	-	357	-	-	-	-	-	-	-	349	347	5,939	6,645
Library Taxes Payable	695	347	347	347	347	347	347	347	347	347	347	-	4,167
TRS Payable	-	-	1,827	1,827	1,827	-	-	-	-	-	-	-	5,480
Interfund transfers	-	-	-	-	-	4,015	-	6,000	2,499	2,000	2,200	235	235
Due to/from Other Funds	14,043	-	13,405	3,405	-	-	-	-	-	-	-	4,150	51,718
TAN Repayment	-	-	-	-	-	-	-	-	-	-	-	20,000	20,000
TAN Interest	-	-	-	-	-	-	-	-	-	-	-	603	603
TAN Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements	19,325	3,852	30,256	14,638	17,184	18,493	46,469	25,412	18,815	6,696	6,547	41,458	249,146
Ending Cash Balance	35,070	32,794	24,718	15,807	27,149	17,907	54,645	41,295	52,511	47,415	69,168	44,709	46,059
End of Month Balances:													
Special Aid Fund	(131)	(40)	202	681	505	273	446	44	65	65	65	65	65
Cafeteria Fund	2,372	2,408	2,366	2,370	2,376	2,396	2,605	2,529	2,571	2,571	2,571	2,571	2,571
Scholarship	4	4	4	4	4	5	5	5	13	13	13	13	13
Capital Fund & Debt Svc	14,680	13,639	11,548	10,970	10,599	10,411	9,827	17,886	17,198	17,198	17,198	17,198	17,198
Capital Fund & Debt Svc	16,925	16,012	14,120	14,025	13,485	13,085	12,883	20,464	19,846	19,846	19,846	19,846	19,846
Total Cash Balance	51,995	48,806	38,838	29,832	40,634	30,992	67,528	61,759	72,357	67,261	89,014	64,555	64,555

2/1/23



WEST ISLIP UFSD  
 2022-23 Budget Transfers - General Fund  
 School Board Meeting - May 11, 2023

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4290	04/20/2023	<i>Supplies for LMC</i> A 2610.553-359-5232 A 2610.518-359-5232	MULTI MEDIA MATERIALS - HS SUPPLIES - HS	700.00	700.00
4292	04/21/2023	<i>Bike rack purchase</i> A 1620.530-999-5854 A 1620.518-999-5854	UNIFORMS: SCHOOL SAFETY SUPPLIES, GENERAL: SCHOOL SAFETY	1,210.00	1,210.00
4293	04/24/2023	<i>Sunrise Transmission</i> A 5540.406-999-4675 A 5510.425-999-5099	EDUCATIONAL TRIPS-ATHLETICS SERVICE CONTRACTS	1,100.00	1,100.00
4294	04/26/2023	<i>All Systems</i> A 5540.404-999-5099 A 5510.501-999-5099	CONTRACT CARRIER AUTO PARTS & ACCESSORIES	100.00	100.00
4295	04/26/2023	<i>For Staff Development - Ann Cust &amp; Maint workshop</i> A 1620.423-999-4999 A 1620.420-999-4999	PROF & TECHNICAL SERVICES STAFF DEVELOPMENT	1,375.17	1,375.17
4296	04/26/2023	<i>Library Supplies</i> A 2610.552-329-5232 A 2610.553-329-5232 A 2610.518-329-5232	PERIODICALS, REFERENCES - BEACH MULTI MEDIA MATERIALS - BEACH SUPPLIES - BEACH	250.00 500.00	750.00
4297	05/01/2023	<i>Reclass for additional cost of paper for DO</i> A 1670.423-999-4199 A 1670.516-999-4499	PRINTING SERVICES-CURRICULUM OFFICE DUPLICATING, MIMEO PAPER	1,600.00	1,600.00
4298	05/01/2023	<i>Office Supplies</i> A 1430.403-109-5699 A 1430.518-109-5699	CONFERENCE EXPENSES SUPPLIES, GENERAL	200.00	200.00
4299	05/01/2023	<i>Supplies for ELA</i> A 5540.406-359-5215 A 2110.518-359-5215	EDUCATIONAL TRIPS-ENGLISH SUPPLIES, GENERAL - HS	1,918.68	1,918.68
4300	05/03/2023	<i>Transferring funds for irrigation costs</i> A 1620.427-999-4999 A 1620.431-999-4999	BLDG AND EQUIPMENT REPAIR WATER	10,000.00	10,000.00
4301	05/03/2023	<i>To cover additional supervision</i> A 2110.435-999-4821 A 2110.148-999-4421	STUDENT REGISTRATIONS/FEES - MUSIC DISTRICTWIDE ADD'L SALARY FOR TEACHERS - MUSIC	2,000.00	2,000.00
4302	05/05/2023	<i>Valedictorian luncheon</i> A 1240.432-109-4399 A 1240.418-109-4399	MEETING EXPENSE MISCELLANEOUS	7.71	7.71
<b>DEBIT/CREDIT TOTALS</b>				<b>\$ 20,961.56</b>	<b>\$ 20,961.56</b>
<b>NET AMOUNT</b>					<b>-</b>

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
 Dr. Paul Romanelli, Superintendent of Schools

**WEST ISLIP UFSD**  
**2022-23 Budget Transfers - Capital Fund**  
**School Board Meeting - May 11, 2023**

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4291	04/20/2023	<i>\$50M Bond - CIS - Ph 6 - Beach</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	177,232.00	
		H 1620.293-10-030	GEN CONST- 50M BOND - PHASE 6 - BEACH		177,232.00
				<b>DEBIT/CREDIT TOTALS</b>	<b>\$ 177,232.00</b>
				<b>NET AMOUNT</b>	<b>\$ 177,232.00</b>

Approved:  Date: 5/5/23  
 Dr. Paul Romanelli, Superintendent of Schools

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**INTEROFFICE MEMORANDUM**

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**TO:** DR. PAUL ROMANELLI  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** REFRIGERATION REPAIR AND SERVICE

**DATE:** 4/28/2023

**CC:** E. PELLATI, M. STEINWEISS

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A request for sealed bids for Refrigeration Repair and Service for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday March 16, 2023. The bid was also advertised on the West Islip District website.

A total of eleven (11) bids were mailed to prospective bidders. A total of Two (2) were returned. These two (2) bids were opened on April 4, 2023.

**RECOMMENDATION:**

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

**McCloskey Mechanical Contractors, Inc.**

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

West Islip USFD  
 Refrigeration Repair and Service  
 Bid #2301-04/4/23

	<u>McCloskey</u>	<u>Comfort Kool</u>
Per Hr. Rate (1st Hr.)	\$ 115.00	\$ 100.00
Prompt Pay Disc.	2%	0%
<u>Net Per Hr. Rate (1st Hr.)</u>	<u>\$ 112.70</u>	<u>\$ 100.00</u>
Per Hr. Rate (2nd Hr. +)	\$ 105.00	\$ 100.00
Prompt Pay Disc.	2%	0%
<u>Net Per Hr. Rate (2nd Hr.+)</u>	<u>\$ 102.90</u>	<u>\$ 100.00</u>
Total Hrs. Labor 22-23	195.5	195.5
1st Hr.- 32 Hrs, 2nd Hr.- 163.5 Hrs.		
Cost of Labor	<u>\$ 20,430.55</u>	<u>\$ 19,550.00</u>
Cost of Materials 22-23	\$ 11,424.18	\$ 11,424.18
Materials Markup	\$ 1,713.63	\$ 5,712.09
Cost of Materials	\$ 13,137.81	\$ 17,136.27
Prompt Pay Disc.	2%	0%
Total Cost of Materials	\$ 13,171.41	\$ 17,136.27
Total Cost of Labor & Materials	<b>\$ 33,601.96</b>	<b>\$ 36,686.27</b>

Materials  
 CONTRACTOR'S CERTIFIED COST + \_\_\_\_\_ %  
 McCloskey Mechanical 15%  
 Comfort Kool 50%

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**INTEROFFICE MEMORANDUM**

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**TO:** DR. PAUL ROMANELLI  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** GATES AND CHAIN LINK FENCING

**DATE:** 4/28/2023

**CC:** E. PELLATI, J. BOSSE

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A request for sealed bids for Gates and Chain Link Fencing was advertised in Newsday and the Islip Bulletin on Thursday, March 16, 2023. This bid was also advertised on the West Islip Website.

A total of eighteen (18) bids were mailed to prospective bidders. A total of six (6) bids were returned. These six (6) bids were opened on March 16, 2023.

**RECOMMENDATION:**

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

**Ideal Fence Corporation**

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

**West Islip USFD  
Gtaes and Fencing  
Bid #2302-04/4/23**

	<u>WBE Fence</u>	<u>Ideal Fence</u>	<u>RFC Fence</u>	<u>Land Tek</u>	<u>Island Fence</u>	<u>All Island</u>
Mechanic	\$ 110.00	\$ 118.00	\$ 150.00	\$ 175.00	\$ 185.00	\$ 217.00
Prompt Pay Disc.	2%	4%	0%	0%	0%	0%
<b>Net Per Hr. Rate</b>	<u>\$ 107.80</u>	<u>\$ 113.28</u>	<u>\$ 150.00</u>	<u>\$ 175.00</u>	<u>\$ 185.00</u>	<u>\$ 217.00</u>
Helper	\$ 90.00	\$ 84.00	\$ 120.00	\$ 170.00	\$ 165.00	\$ 190.00
Prompt Pay Disc.	2%	4%	0%	0%	0%	0%
<b>Net Per Hr. Rate</b>	<u>\$ 88.20</u>	<u>\$ 80.64</u>	<u>\$ 120.00</u>	<u>\$ 170.00</u>	<u>\$ 165.00</u>	<u>\$ 190.00</u>

**Materials**  
 CONTRACTOR'S CERTIFIED COST + \_\_\_\_\_ %

WBE Fence	5%
Ideal Fence	11%
RFC Fence	20%
Land Tek	30%
Island fence	55%
All Island Fence	20%

**West Islip UFSD  
Gates and Chain Link Fencing  
Bid #2302 4/04/23**

**Fence Installation Labor**

<u>Company</u>	<u>Price per Ft.</u> <u>0-199'</u>	<u>Price per Ft.</u> <u>200-299'</u>	<u>Price per Ft.</u> <u>1000'+</u>	<u>Prompt Pay</u> <u>Discount</u>
Ideal Fence	\$ 16.00	\$ 14.00	\$ 12.00	4%
	\$ 15.36	\$ 13.44	\$ 11.52	
LandTek	\$ 27.00	\$ 18.00	\$ 16.00	0%
Residential Fence	\$ 35.00	\$ 20.00	\$ 18.00	0%
Island Fence	\$ 58.00	\$ 55.00	\$ 52.00	0%
WBE Fence	\$ 30.00	\$ 35.00	\$ 40.00	2%
	\$ 29.40	\$ 34.30	\$ 39.20	
All Island Fence	\$ 27.00	\$ 27.00	\$ 27.00	0%

**Gates Installation Labor**

<u>Gate</u>	<u>Ideal</u>	<u>Land tek</u>	<u>RFC</u>	<u>Island</u>	<u>WBE</u>	<u>All Island</u>
3 FT	\$ 67.00	\$ 75.00	\$ 100.00	\$ 760.00	\$ 300.00	\$ 780.00
4 Ft	\$ 70.00	\$ 125.00	\$ 100.00	\$ 940.00	\$ 400.00	\$ 780.00
5 FT	\$ 74.00	\$ 250.00	\$ 150.00	\$ 1,120.00	\$ 500.00	\$ 780.00
6 Ft	\$ 80.00	\$ 300.00	\$ 150.00	\$ 1,300.00	\$ 600.00	\$ 900.00
8 Ft	\$ 85.00	\$ 400.00	\$ 250.00	\$ 1,660.00	\$ 700.00	\$ 980.00
10 FT	\$ 100.00	\$ 450.00	\$ 300.00	\$ 2,300.00	\$ 1,000.00	\$ 980.00
12 FT	\$ 120.00	\$ 450.00	\$ 350.00	\$ 2,660.00	\$ 1,200.00	\$ 980.00
14 FT	\$ 135.00	\$ 450.00	\$ 400.00	\$ 3,100.00	\$ 1,450.00	\$ 980.00
18 Ft	\$ 140.00	\$ 500.00	\$ 500.00	\$ 3,740.00	\$ 1,950.00	\$ 980.00
20 FT	\$ 150.00	\$ 500.00	\$ 700.00	\$ 4,100.00	\$ 2,050.00	\$ 980.00
<b>Prompt Pay Disc</b>	4%	0%	0%	0%	2%	0%
<b>Labor/Hr.</b>						
<b>Mechanic</b>	\$ 118.00	\$ 175.00	\$ 150.00	\$ 185.00	\$ 110.00	\$ 217.00
<b>Helper</b>	\$ 84.00	\$ 170.00	\$ 120.00	\$ 165.00	\$ 90.00	\$ 190.00

**Parts and Materials will be Certified Cost + \_\_\_\_\_ %**

Ideal Fence	11%
LandTek Group	30%
Residential Fence	20%
Island Fence	55%
WBE Fence	5%
All Island Fence	20%





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**INTEROFFICE MEMORANDUM**

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**TO:** DR. PAUL ROMANELLI  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCIJLA  
PURCHASING AGENT

**SUBJECT:** PRINTING BID AWARD

**DATE:** 4/28/2023

**CC:** E. PELLATI, M. O'CONNOR

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A request for sealed bids to print the District Newsletters, District Budget Brochure, Graduation Newsletter, Adult Education Brochure, Health and Wellness Newsletter and Postcard Mailer for the 2023-2024 school year was advertised in Newsday and the Islip Bulletin on Thursday, March 16, 2023. The bid was also advertised on the West Islip website.

A total of fourteen (14) bid applications were mailed to prospective bidders. A total of six (6) bids were returned. These six (6) bids were opened on April 5, 2023.

**RECOMMENDATION:**

The printing of the District Newsletters, District Budget Brochure, Graduation Newsletter, Adult Education Brochure Health and Wellness Newsletters and Postcard Mailer be awarded to the vendor listed below on the basis of low bid meeting specifications:

**Tobay Printing Company, Inc.**

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

Company	District Newsletter (2X/Yr)		District Budget Brochure (1X/Yr)		Graduation Newsletter (1X/Yr)		Adult Ed Brochure (2X/Yr)	
	2 Color	Additional Charges	2 Color	Additional Charges	2 Color	Additional Charges	1 Color	Additional Charges
Tobay Printing	\$ 1,333.00	\$ 0	\$ 1,253.00	\$ 0	\$ 1,794.00	\$ 0	\$ 1,495.00	\$ 0
Courier Printing	\$ 1,331.00	\$ 0	\$ 1,331.00	\$ 0	\$ 2,192.00	\$ 0	\$ 1,573.00	\$ 0
All Color	\$ 1,635.00	\$ 0	\$ 1,200.00	\$ 0	\$ 2,840.00	\$ 0	\$ 1,880.00	0
Graphic Image	\$ 2,045.00	\$ 0	\$ 1,444.00	\$ 0	\$ 3,202.00	\$ 0	\$ 1,961.00	\$ 0
R & J Graphics	\$ 2,180.00	\$ 0	\$ 1,895.00	\$ 0	\$ 3,740.00	\$ 0	\$ 2,640.00	\$ 0
Indiana Printing	\$ 1,731.89	\$ 0	\$ 1,731.89	\$ 0	\$ 5,047.97	\$ 0	\$ 3,020.80	\$ 0
	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ 0
	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ 0
	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ 0

**Total Cost**

<b>All Publications</b>	\$ 15,245.00
Tobay Printing	\$ 16,254.00
Courier Printing	\$ 17,170.00
	\$ 19,625.00
	\$ 23,835.00
	\$ 25,561.16
	\$ -
	\$ -
	\$ -

**Winning Bidder**  
 Tobay Printing  
 1361 Marconi Blvd.  
 Copiague, NY 11726



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**INTEROFFICE MEMORANDUM**

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**TO:** DR. PAUL ROMANELLI  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** ATHLETIC UNIFORMS

**DATE:** 4/28/2023

**CC:** E. PELLATI, T. HORAN

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A request for sealed bids for Athletic Uniforms for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday, March 16, 2023. This bid was also advertised on the West Islip website.

A total of eighteen (18) bids were mailed to prospective bidders. A total of four (4) bids were returned. The four (4) bids were opened on April 5, 2023.

**RECOMMENDATION:**

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

<b>Sportsman's</b>	<b>Total Cost (Varsity Boys Volleyball, Varsity Boys Soccer, Varsity Girls Track)</b>	<b><u>\$ 9,310.80</u></b>
<b>Varsity Spirit</b>	<b>Total Cost (Varsity Cheerleading):</b>	<b><u>\$ 8,842.15</u></b>

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

**West Islip UFSD  
Athletic Uniforms  
Bid #2305, April 5, 2023**

<u>Category</u>	<u>Quantity</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>	<u>Varsity Spirit</u>
<b>Varsity Boy's Volleyball</b> Under Armour #UJVJ2XM Jersey					
Small	3	\$ 41.95	\$ 47.75	No Bid	No Bid
Medium	8	\$ 41.95	\$ 47.75		
Large	6	\$ 41.95	\$ 47.75		
XLarge	2	\$ 41.95	\$ 47.75		
XXLarge	1	\$ 41.95	\$ 47.75		
<b>Total</b>		<b>\$ 839.00</b>	<b>\$ 955.00</b>	<b>\$ -</b>	<b>\$ -</b>

<u>Category</u>	<u>Quantity</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>	<u>Varsity Spirit</u>
<b>Varsity Boy's Volleyball</b> Under Armour #UJVSSM Shorts					
Small	3	\$ 41.95	\$ 47.75	No Bid	No Bid
Medium	8	\$ 41.95	\$ 47.75		
Large	6	\$ 41.95	\$ 47.75		
XLarge	2	\$ 41.95	\$ 47.75		
XXLarge	1	\$ 41.95	\$ 47.75		
<b>Total</b>		<b>\$ 839.00</b>	<b>\$ 955.00</b>	<b>\$ -</b>	<b>\$ -</b>

<u>Category</u>	<u>Quantity</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>	<u>Varsity Spirit</u>
<b>Varsity Boy's Volleyball</b> Under Armour #UJVJ2XM Jersey					
Small	1	\$ 42.70	\$ 47.75	No Bid	No Bid
Medium	2	\$ 42.70	\$ 47.75		
Large	1	\$ 42.70	\$ 47.75		
<b>Total</b>		<b>\$ 170.80</b>	<b>\$ 191.00</b>	<b>\$ -</b>	<b>\$ -</b>

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>	<u>Varsity Spirit</u>
<b>Varsity Cheer</b>				
Varsity Spirit #WVS208FP	No Bid	No Bid	No Bid	
Long Sleeve Shell Top				
Xsmall				\$ 128.95
Small				\$ 128.95
Medium				\$ 128.95
Large				\$ 128.95
XLarge				\$ 128.95
XXLarge				\$ 128.95
Total	\$ -	\$ -	\$ -	\$ 2,579.00

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>	<u>Varsity Spirit</u>
<b>Varsity Cheer</b>				
Varsity Spirit #CFLFB3	No Bid	No Bid	No Bid	
Triple Strip Inserts				
Insert				\$ 54.00
Total	\$ -	\$ -	\$ -	\$ 1,080.00

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>	<u>Varsity Spirit</u>
<b>Varsity Cheer</b>				
Varsity Spirit #MFBLR208CSC	No Bid	No Bid	No Bid	
Short Sleeve Shell Top				
XSmall				\$ 91.95
Small				\$ 91.95
Medium				\$ 91.95
Large				\$ 91.95
XLarge				\$ 91.95
XXLarge				\$ 91.95
Total	\$ -	\$ -	\$ -	\$ 1,565.15

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>	<u>Varsity Spirit</u>
<b>Varsity Cheer</b>				
Varsity Spirit #MF1060W	No Bid	No Bid	No Bid	\$ 89.95
Additional Detail				
Detail				
20				\$ 89.95
Total	\$ -	\$ -	\$ -	\$ 1,799.00

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>	<u>Varsity Spirit</u>
<b>Varsity Cheer</b>				
Varsity Spirit #MF1060W	No Bid	No Bid	No Bid	\$ 83.95
Skirt				
XSmall				\$ 83.95
Small				\$ 83.95
Medium				\$ 83.95
Large				\$ 83.95
X Large				\$ 83.95
XXLarge				\$ 83.95
2				\$ 83.95
Total	\$ -	\$ -	\$ -	\$ 1,679.00

<u>Category</u>	<u>BSN Sports</u>	<u>Murphy's Sports</u>	<u>Riddell All Amer.</u>	<u>Varsity Spirit</u>
<b>Varsity Cheer</b>				
Varsity Spirit #CFDD4	No Bid	No Bid	No Bid	\$ 61.00
Up/Lower Panel				
Panel				
20				\$ 61.00
Total	\$ -	\$ -	\$ -	\$ 1,220.00



**Category**

**Varsity Gymnastics**

#4983S

Leotard

Xsmall

Small

Medium

Large

Xlarge

XXLarge

4  
4  
8  
2  
1  
1

**Sportsman's**  
**BSN**  
**Riddell**  
**Varsity**

No Bid No Bid No Bid

\$ - \$ - \$ -

**Category**

**Varsity Boy's Soccer**

Under Armour #UJDEVOL

Crew Neck Jersey

Small

Medium

Large

Xlarge

XXLarge

6  
10  
8  
4  
2

**Sportsman's**  
**BSN**  
**Riddell**  
**Varsity**

41.95 41.95 41.95 41.95 41.95

\$ 47.95 \$ 47.95 \$ 47.95 \$ 47.95 \$ 47.95

\$ 1,258.50 \$ 1,438.50 \$ 2,097.00

**Category**

**Varsity Boy's Soccer**

Under Armour #UJDSTP2

Shorts

XSmall

Small

Medium

Large

Xlarge

6  
10  
8  
4  
2

**Sportsman's**  
**BSN**  
**Riddell**  
**Varsity**

34.80 34.80 34.80 34.80 34.80

\$ 38.20 \$ 38.20 \$ 38.20 \$ 38.20 \$ 38.20

\$ 1,044.00 \$ 1,146.00 \$ 2,038.50

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>	<u>Varsity Spirit</u>
<b>Varsity Boys Soccer</b> Under Armour #UJDEVOL				
Jersey				NO Bid
Small	6 \$ 41.95	\$ 47.75	\$ 69.90	
Medium	10 \$ 41.95	\$ 47.75	\$ 69.90	
Large	8 \$ 41.95	\$ 47.75	\$ 69.90	
XLarge	4 \$ 41.95	\$ 47.75	\$ 69.90	
XXLarge	2 \$ 41.95	\$ 47.75	\$ 69.90	
Total	\$ 1,258.50	\$ 1,432.50	\$ 2,097.00	\$ -

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>	<u>Varsity Spirit</u>
<b>Varsity Boys Soccer</b> Under Armour #UJDSTP@				
Shorts				No Bid
Small	6 \$ 34.80	\$ 38.20	\$ 67.99	
Medium	10 \$ 34.80	\$ 38.20	\$ 67.99	
Large	8 \$ 34.80	\$ 38.20	\$ 67.99	
XLarge	4 \$ 34.80	\$ 38.20	\$ 67.99	
XXLarge	2 \$ 34.80	\$ 38.20	\$ 67.99	
Total	\$ 1,044.00	\$ 1,146.00	\$ 2,039.70	\$ -

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>	<u>Varsity Spirit</u>
<b>Varsity Boys Soccer</b> Under Armour #1367824				
Sox - White				
Medium	15 \$ 8.95	\$ 8.75	No Bid	No Bid
Large	15 \$ 8.95	\$ 8.75	No Bid	No Bid
Total	\$ 268.50	\$ 262.50	\$ -	\$ -

*Tim H. has chosen to go with the substitute*

**Sub Under Arm. 137275**

**Category**  
**Varsity Boys Soccer**  
 Under Armour #1367824  
 Sox - Black

	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>	<u>Varsity Spirit</u>
	<b>Sub</b>			
	<b>Under Arm.</b>			
	<b>137275</b>			
15	\$ 8.95	\$ 8.75	No Bid	No Bid
15	\$ 8.95	\$ 8.75		
Total	\$ 268.50	\$ 262.50	\$ -	\$ -

*Tim H. has chosen to go with the substitute*

**Category**  
**Varsity Girls Track**  
 Nike #DH8126-494  
 Woman's Top

	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>	<u>Varsity Spirit</u>
16	\$ 23.20	\$ 27.59	\$ 57.50	No Bid
26	\$ 23.20	\$ 27.59	\$ 57.50	
6	\$ 23.20	\$ 27.59	\$ 57.50	
2	\$ 23.20	\$ 27.59	\$ 57.50	
Total	\$ 1,160.00	\$ 1,379.50	\$ 2,875.00	\$ -

**Category**  
**Varsity Girls track**  
 Nike #CV2729-010  
 Shorts

	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>	<u>Varsity Spirit</u>
16	\$ 23.20	\$ 27.59	\$ 68.50	No Bid
26	\$ 23.20	\$ 27.59	\$ 68.50	
6	\$ 23.20	\$ 27.59	\$ 68.50	
2	\$ 23.20	\$ 27.59	\$ 68.50	
Total	\$ 1,160.00	\$ 1,379.50	\$ 3,425.00	\$ -

**Grand Total**  
 \$ 9,310.80    \$ -    \$ -    \$ 8,842.15





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**INTEROFFICE MEMORANDUM**

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**TO:** DR. PAUL ROMANELLI  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** PURCHASE OF NEW BUILDINGS & GROUNDS UNIFORMS

**DATE:** 4/28/2023

**CC:** E. PELLATI, J. BOSSE

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A request for sealed bids for the Purchase of New Buildings and Grounds Uniforms was advertised in Newsday and the Islip Bulletin on Thursday, March 16, 2023. This bid was also advertised on the West Islip District website.

A total of Sixteen (16) bids were mailed to prospective bidders. A total of one (1) was returned. The one (1) bid was opened on April 5, 2023.

**RECOMMENDATION:**

Based on low bid meeting specifications that the contract for the Purchase of New Buildings and Grounds Uniforms is awarded to:

**Woods Mens and Boys Clothing**

**Total: \$13,121.20**

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

Approximate Annual Order	(Assuming 65 crew members)				Woods		Mens		&		Boys		Clothing	
	Description	Size	Make/Model	# Crew	# Each	Quantity	Cost Each	Total Cost		Cost Each	Total Cost			
Work T Shirt	Sm - XL	Gildan G5000	55	2	110	\$ 4.68	\$ 514.80							
Work T Shirt	2XL-3XL	Gildan G5000	10	2	20	\$ 7.34	\$ 146.30							
Work Polo/golf shirt	Sm - XL	Gildan G880	55	2	110	\$ 10.64	\$1117.40							
Work Polo/golf shirt	2XL-3XL	Gildan G880	10	2	20	\$ 12.98	\$ 259.60							
Work pants (red cap style)	28-40	RedCap PT20	35	3	105	\$ 20.78	\$2181.90							
Work pants (red cap style)	42+	RedCap PT20	10	3	30	\$ 23.90	\$ 717.00							
Work Jeans (red cap style)	28-40	RedCap PD60	30	3	90	\$ 23.44	\$2109.60							
Work Jeans (red cap style)	42+	RedCap PD60	10	3	30	\$ 26.90	\$ 807.00							
Lightweight crew sweatshirt	Sm - XL	Gildan G180	55	1	55	\$ 11.98	\$ 658.90							
Lightweight crew sweatshirt	2XL-3XL	Gildan G180	10	1	10	\$ 14.90	\$ 149.00							
Hoodie Sweatshirt	Sm - XL	Gildan G185	35	1	35	\$ 15.98	\$ 559.30							
Hoodie Sweatshirt	2XL-3XL	Gildan G185	10	1	10	\$ 19.44	\$ 194.40							
Lightweight work jacket	Sm - 3XL	Wearguard GLS-414	25	1	25	\$ 49.20	\$1230.00							
Winter work jacket hooded	Sm - 3XL	Carhartt Sherpa 104392	25	1	25	\$ 96.90	\$2422.50							
						TOTAL	\$13121.20							

## AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ by and between WEST ISLIP UNION FREE SCHOOL DISTRICT (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795 and SMITHTOWN CENTRAL SCHOOL DISTRICT (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 26 New York Avenue, Smithtown, New York 11787.

## WITNESSETH

**WHEREAS**, DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in DISTRICT OF LOCATION, but reside in DISTRICT OF RESIDENCE; and

**WHEREAS**, DISTRICT OF LOCATION is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

- A. **TERM:** The term of this Agreement shall be from July 1, 2022 through June 30, 2023 inclusive, unless terminated earlier as provided for in this Agreement.
- B. **SERVICES AND RESPONSIBILITIES:**
  1. DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP. If an IEP for any of the students covered by this Agreement was developed by DISTRICT OF RESIDENCE, and DISTRICT OF RESIDENCE obtains written parental consent, DISTRICT OF RESIDENCE shall forward the IEP to the Committee on Special Education of DISTRICT OF LOCATION. DISTRICT OF LOCATION shall provide the services recommended in such IEP, unless and until the IEP is amended by DISTRICT OF LOCATION's own Committee on Special Education.
    - a. A student(s) may be added or deleted from the attached Schedule "A" at any time. In such an event, the payment amount owed by DISTRICT OF RESIDENCE shall be adjusted accordingly.
  2. The services provided by DISTRICT OF LOCATION to students under this Agreement shall be in accordance with each student's IESP, as it may be modified from time to time.



3. DISTRICT OF LOCATION shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
4. Both parties to this Agreement shall comply with the provisions of the New York State Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. If requested, each District shall provide the other with the proof of clearance for employment from the New York State Education Department.
5. DISTRICT OF LOCATION represents its services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. DISTRICT OF LOCATION represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
6. Upon execution of this Agreement, DISTRICT OF LOCATION shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of DISTRICT OF LOCATION providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, DISTRICT OF LOCATION shall immediately notify DISTRICT OF RESIDENCE in accordance with the requirements for all notices pursuant to this Agreement as set forth below.
7. DISTRICT OF LOCATION shall obtain whatever releases, prescriptions, or other legal documents that are necessary for DISTRICT OF LOCATION to provide services pursuant to this Agreement and to render full reports concerning the education and progress of the student(s).
8. DISTRICT OF LOCATION agrees to furnish to the State all reports, audits, etc. required to make determination as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such material shall be furnished at such times as are required by the State. DISTRICT OF LOCATION agrees to provide the State access to all relevant records which the State requires to determine either DISTRICT OF LOCATION's or DISTRICT OF RESIDENCE's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of this Agreement or the performance of obligations under this Agreement. DISTRICT OF LOCATION agrees to retain all materials and records relevant to the execution or performance of this Agreement in accordance with the provision or section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.
9. DISTRICT OF LOCATION agrees to furnish written reports of each pupil's educational progress to DISTRICT OF RESIDENCE. DISTRICT OF LOCATION will render such reports to DISTRICT OF RESIDENCE at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will

render such additional reports as may be required by DISTRICT OF RESIDENCE. At a minimum, all reports shall be furnished at the end of each semester, i.e. January 31st and June 30th. Any and all reports shall be furnished upon termination of this Agreement. DISTRICT OF LOCATION shall provide such additional information concerning the pupil's progress as may be required by DISTRICT OF RESIDENCE.

10. DISTRICT OF LOCATION shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. DISTRICT OF RESIDENCE shall have the right to examine any or all records or accounts maintained and/or created by DISTRICT OF LOCATION in connection with this Agreement, and upon request shall be entitled to copies of same.
11. Upon reasonable prior written notice, DISTRICT OF LOCATION shall be subject to visitation by DISTRICT OF RESIDENCE and/or its designated representatives during the normal business hours of DISTRICT OF LOCATION.
12. DISTRICT OF LOCATION shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
13. DISTRICT OF LOCATION shall maintain monthly attendance records which shall be submitted to DISTRICT OF RESIDENCE at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
14. DISTRICT OF RESIDENCE shall request and do its best to obtain written consent from parents or guardians of each student covered by this Agreement to the release of personally identifiable information concerning the child from DISTRICT OF RESIDENCE to DISTRICT OF LOCATION.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, DISTRICT OF LOCATION shall promptly give written notice of same to DISTRICT OF RESIDENCE.
16. DISTRICT OF LOCATION agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.
17. DISTRICT OF RESIDENCE shall be responsible for providing all students listed in Schedule A of the Agreement with transportation to and from school.
18. DISTRICT OF LOCATION will provide transportation from the nonpublic school to a school in DISTRICT OF LOCATION and from DISTRICT OF LOCATION to the student's home if the special education services are provided after the nonpublic school day.

C. COMPENSATION:

1. DISTRICT OF LOCATION shall be entitled to recover from DISTRICT OF RESIDENCE 100% of the actual cost of services that may be charged for each student receiving services pursuant to this Agreement in accordance with the Education Law and the Regulations of the Commissioner of Education, hereinafter referred to as the "Actual Cost of Services."

"Actual Cost of Services" shall mean costs of services, costs of evaluation, and costs of committee on special education administration. However, the Actual Cost of Services shall not exceed the actual cost to DISTRICT OF LOCATION of providing such services, after deducting any costs paid with federal or state funds.

DISTRICT OF LOCATION may only recover the Actual Cost of Services directly from DISTRICT OF RESIDENCE if DISTRICT OF RESIDENCE has obtained parental written consent to the release of personally identifiable information concerning the child to DISTRICT OF LOCATION. If parental consent to release of such information is not obtained, DISTRICT OF LOCATION shall submit a claim for the costs of said services to the Commissioner of Education.

This Agreement recognizes that the authority for DISTRICT OF RESIDENCE and DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that it is these statutes and regulations that may define the maximum costs that may be charged hereunder.

DISTRICT OF LOCATION shall utilize its best efforts to accurately calculate the Actual Cost of Services, and such calculations will be consistent with the maximum costs that may be authorized by the Education Law and the Regulations of the Commissioner of Education to be charged.

2. Requests for payment by DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. DISTRICT OF RESIDENCE shall pay DISTRICT OF LOCATION within thirty (30) days of receipt of each invoice by DISTRICT OF RESIDENCE, except as set forth in paragraph C(1) of this Agreement.

D. INDEMNIFICATION:

1. To the fullest extent permitted by law, DISTRICT OF LOCATION agrees to defend, indemnify and hold harmless DISTRICT OF RESIDENCE, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of DISTRICT OF LOCATION, its

officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

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

E. CONFIDENTIALITY:

1. DISTRICT OF LOCATION, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF LOCATION, its 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. DISTRICT OF LOCATION further agrees that any information received by DISTRICT OF LOCATION, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF RESIDENCE, its employees, agents, clients, and/or students will be treated by DISTRICT OF LOCATION, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
2. DISTRICT OF RESIDENCE, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF RESIDENCE, its 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. DISTRICT OF RESIDENCE further agrees that any information received by DISTRICT OF RESIDENCE, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF LOCATION, its employees, agents, clients, and/or students will be treated by DISTRICT OF RESIDENCE, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
3. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

4. 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, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

F. REPRESENTATIONS:

1. All employees of DISTRICT OF LOCATION shall be deemed employees of DISTRICT OF LOCATION for all purposes and DISTRICT OF LOCATION alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF LOCATION acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF RESIDENCE. DISTRICT OF LOCATION shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, DISTRICT OF LOCATION will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. DISTRICT OF RESIDENCE, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
2. All employees of DISTRICT OF RESIDENCE shall be deemed employees of DISTRICT OF RESIDENCE for all purposes and DISTRICT OF RESIDENCE alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF RESIDENCE acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF LOCATION. DISTRICT OF RESIDENCE shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, DISTRICT OF RESIDENCE will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. DISTRICT OF LOCATION, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
3. Neither DISTRICT OF LOCATION nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement including, but not limited to, Social Security, New York State Workers Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

G. INSURANCE:

1. Each party to this Agreement shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance

as will protect each party from claims set forth below for which the other may be legally liable, whether such operations be by the other party or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

2. Required Insurance:

- a. Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
- b. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- c. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
- d. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of each party performed under the contract for the other party. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.

3. Each party shall provide the other with evidence of the above insurance requirements upon execution of the within Agreement. Each party further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects the party to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages the other party sustains as a result of this breach.

H. MISCELLANEOUS

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

To DISTRICT OF RESIDENCE:  
West Islip Union Free School District  
100 Sherman Avenue  
West Islip, New York 11795

To DISTRICT OF LOCATION:  
Smithtown Central School District  
26 New York Avenue  
Smithtown, New York 11787

2. This Agreement, along with the attached "Schedule A," 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.

3. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. 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 Nassau, 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.
8. No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.
9. 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.

I. AUTHORIZATION TO ENTER INTO AGREEMENT

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

**WEST ISLIP UNION FREE  
SCHOOL DISTRICT**

**SMITHTOWN CENTRAL  
SCHOOL DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## AGREEMENT

This Agreement is entered into this 1st day of September 2022 by and between West Islip SCHOOL DISTRICT (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue West Islip NY 11795 and Oyster Bay East Norwich CSD SCHOOL DISTRICT (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 1 McCouns Lane Oyster Bay NY 11771.

## WITNESSETH

**WHEREAS**, DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in DISTRICT OF LOCATION, but reside in DISTRICT OF RESIDENCE; and

**WHEREAS**, DISTRICT OF LOCATION is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

- A. **TERM**: The term of this Agreement shall be from July 1, 2022, through June 30, 2023 inclusive, unless terminated earlier as provided for in this Agreement.
- B. **SERVICES AND RESPONSIBILITIES**:
  1. DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP. If an IEP for any of the students covered by this Agreement was developed by DISTRICT OF RESIDENCE, and DISTRICT OF RESIDENCE obtains written parental consent, DISTRICT OF RESIDENCE shall forward the IEP to the Committee on Special Education of DISTRICT OF LOCATION. DISTRICT OF LOCATION shall provide the services recommended in such IEP, unless and until the IEP is amended by DISTRICT OF LOCATION's own Committee on Special Education.
    - a. A student(s) may be added or deleted from the attached Schedule "A" at any time. In such event, the payment amount owed by DISTRICT OF RESIDENCE shall be adjusted accordingly.
  2. The services provided by DISTRICT OF LOCATION to students under this Agreement shall be in accordance with each student's IESP, as it may be modified from time to time.

3. DISTRICT OF LOCATION shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
4. Both parties to this Agreement shall comply with the provisions of the New York State Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. If requested, each District shall provide the other with the proof of clearance for employment from the New York State Education Department.
5. DISTRICT OF LOCATION represents its services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. DISTRICT OF LOCATION represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
6. Upon execution of this Agreement, DISTRICT OF LOCATION shall provide copies of required licenses/ certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/ certification of any agent or employee of DISTRICT OF LOCATION providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, DISTRICT OF LOCATION shall immediately notify DISTRICT OF RESIDENCE in accordance with the requirements for all notices pursuant to this Agreement as set forth below.
7. DISTRICT OF LOCATION shall obtain whatever releases, prescriptions, or other legal documents that are necessary for DISTRICT OF LOCATION to provide services pursuant to this Agreement and to render full reports concerning the education and progress of the student(s).
8. DISTRICT OF LOCATION agrees to furnish to the State all reports, audits, etc. required to make determination as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such material shall be furnished at such times as are required by the State. DISTRICT OF LOCATION agrees to provide the State access to all relevant records which the State requires to determine either DISTRICT OF LOCATION's or DISTRICT OF RESIDENCE's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of this Agreement or the performance of obligations under this Agreement. DISTRICT OF LOCATION agrees to retain all materials and records relevant to the execution or performance of this Agreement in accordance with the provision or section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.
9. DISTRICT OF LOCATION agrees to furnish written reports of each pupil's educational progress to DISTRICT OF RESIDENCE. DISTRICT OF LOCATION will render such reports to DISTRICT OF RESIDENCE at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement and will render such additional reports as may be required by DISTRICT OF RESIDENCE. At

a minimum, all reports shall be furnished at the end of each semester, i.e. January 31st and June 30th. Any and all reports shall be furnished upon termination of this Agreement. DISTRICT OF LOCATION shall provide such additional information concerning the pupil's progress as may be required by DISTRICT OF RESIDENCE.

10. DISTRICT OF LOCATION shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. DISTRICT OF RESIDENCE shall have the right to examine any or all records or accounts maintained and/or created by DISTRICT OF LOCATION in connection with this Agreement, and upon request shall be entitled to copies of same.
11. Upon reasonable prior written notice, DISTRICT OF LOCATION shall be subject to visitation by DISTRICT OF RESIDENCE and/ or its designated representatives during the normal business hours of DISTRICT OF LOCATION.
12. DISTRICT OF LOCATION shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
13. DISTRICT OF LOCATION shall maintain monthly attendance records which shall be submitted to DISTRICT OF RESIDENCE at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
14. DISTRICT OF RESIDENCE shall request and do its best to obtain written consent from parents or guardians of each student covered by this Agreement to the release of personally identifiable information concerning the child from DISTRICT OF RESIDENCE to DISTRICT OF LOCATION.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, DISTRICT OF LOCATION shall promptly give written notice of same to DISTRICT OF RESIDENCE.
16. DISTRICT OF LOCATION agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.
17. DISTRICT OF RESIDENCE shall be responsible for providing all students listed in Schedule A of the Agreement with transportation to and from school.
18. DISTRICT OF LOCATION will provide transportation from the nonpublic school to a school in DISTRICT OF LOCATION and from DISTRICT OF LOCATION to the student's home if the special education services are provided after the nonpublic school day.

C. COMPENSATION:

1. DISTRICT OF LOCATION shall be entitled to recover from DISTRICT OF RESIDENCE 100% of the actual cost of services that may be charged for each student receiving services pursuant to this Agreement in accordance with the Education Law and the Regulations of the Commissioner of Education, hereinafter referred to as the "Actual Cost of Services."

"Actual Cost of Services" shall mean costs of services, costs of evaluation, and costs of committee on special education administration. However, the Actual Cost of Services shall not exceed the actual cost to DISTRICT OF LOCATION of providing such services, after deducting any costs paid with federal or state funds.

DISTRICT OF LOCATION may only recover the Actual Cost of Services directly from DISTRICT OF RESIDENCE if DISTRICT OF RESIDENCE has obtained parental written consent to the release of personally identifiable information concerning the child to DISTRICT OF LOCATION. If parental consent to release of such information is not obtained, DISTRICT OF LOCATION shall submit a claim for the costs of said services to the Commissioner of Education.

This Agreement recognizes that the authority for DISTRICT OF RESIDENCE and DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that it is these statutes and regulations that may define the maximum costs that may be charged hereunder.

DISTRICT OF LOCATION shall utilize its best efforts to accurately calculate the Actual Cost of Services, and such calculations will be consistent with the maximum costs that may be authorized by the Education Law and the Regulations of the Commissioner of Education to be charged.

2. Requests for payment by DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. DISTRICT OF RESIDENCE shall pay DISTRICT OF LOCATION within thirty (30) days of receipt of each invoice by DISTRICT OF RESIDENCE, except as set forth in paragraph C(1) of this Agreement.

D. INDEMNIFICATION:

1. To the fullest extent permitted by law, DISTRICT OF LOCATION agrees to defend, indemnify and hold harmless DISTRICT OF RESIDENCE, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from

any act, omission, error, recklessness or negligence of DISTRICT OF LOCATION, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

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

E. CONFIDENTIALITY:

1. DISTRICT OF LOCATION, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF LOCATION, its 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. DISTRICT OF LOCATION further agrees that any information received by DISTRICT OF LOCATION, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF RESIDENCE, its employees, agents, clients, and/ or students will be treated by DISTRICT OF LOCATION, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
2. DISTRICT OF RESIDENCE, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF RESIDENCE, its 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. DISTRICT OF RESIDENCE further agrees that any information received by DISTRICT OF RESIDENCE, its employees, and/ or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF LOCATION, its employees, agents, clients, and/ or students will be treated by DISTRICT OF RESIDENCE, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
3. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties

further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

4. 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, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

F. REPRESENTATIONS:

1. All employees of DISTRICT OF LOCATION shall be deemed employees of DISTRICT OF LOCATION for all purposes and DISTRICT OF LOCATION alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF LOCATION acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF RESIDENCE. DISTRICT OF LOCATION shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, DISTRICT OF LOCATION will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. DISTRICT OF RESIDENCE, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
2. All employees of DISTRICT OF RESIDENCE shall be deemed employees of DISTRICT OF RESIDENCE for all purposes and DISTRICT OF RESIDENCE alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF RESIDENCE acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF LOCATION. DISTRICT OF RESIDENCE shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, DISTRICT OF RESIDENCE will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. DISTRICT OF LOCATION, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
3. Neither DISTRICT OF LOCATION nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

G. INSURANCE:

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, DISTRICT OF LOCATION hereby agrees to effectuate the naming of DISTRICT OF RESIDENCE as an additional insured on DISTRICT OF LOCATION's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
2. The policy naming DISTRICT OF RESIDENCE as an additional insured shall:
  - a. be an insurance policy from an AM. Best rated "Secure" insurer, licensed in New York State.
  - b. state that DISTRICT OF LOCATION's coverage shall be primary and non-contributory coverage for DISTRICT OF RESIDENCE, its Board, employees and volunteers.
3. DISTRICT OF RESIDENCE shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with DISTRICT OF RESIDENCE. A completed copy of the endorsement must be attached to the certificate of insurance.
4. The certificate of insurance must describe the specific services provided by DISTRICT OF LOCATION that are covered by the liability policies.
5. At DISTRICT OF RESIDENCE's request, DISTRICT OF LOCATION shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, DISTRICT OF LOCATION will provide a copy of the policy endorsements and forms.
6. DISTRICT OF LOCATION agrees to indemnify DISTRICT OF RESIDENCE for any applicable deductibles and self-insured retentions.
7. Required Insurance:
  - a. **Commercial General Liability Insurance:**  
\$1,000,000 per occurrence/\$2,000,000 aggregate with coverage for sexual misconduct.
  - b. **Automobile Liability:**  
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits/N.Y.S. Paid Family Leave 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.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.

d. **Professional Errors and Omissions Insurance:**

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of DISTRICT OF LOCATION performed under the contract for DISTRICT OF RESIDENCE. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

e. **Umbrella/Excess Insurance:**

\$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

8. DISTRICT OF LOCATION acknowledges that failure to obtain such insurance on behalf of DISTRICT OF RESIDENCE constitutes a material breach of contract. DISTRICT OF LOCATION is to provide DISTRICT OF RESIDENCE with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of DISTRICT OF RESIDENCE to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by DISTRICT OF RESIDENCE.
9. DISTRICT OF RESIDENCE is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). DISTRICT OF LOCATION further acknowledges that the procurement of such insurance as required herein is intended to benefit not only DISTRICT OF RESIDENCE but also NYSIR, as DISTRICT OF RESIDENCE's insurer.

**H. MISCELLANEOUS**

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



To DISTRICT OF RESIDENCE:

West Islip Public Schools  
100 Sherman Avenue  
West Islip, NY 11795

To DISTRICT OF LOCATION:

Oyster Bay East Norwich CSD  
1 McCouns Lane  
Oyster Bay NY, 11771

2. This Agreement, along with the attached "Schedule A," 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.
3. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. 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 Nassau, 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.
8. No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed

as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

9. 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.

I. AUTHORIZATION TO ENTER INTO AGREEMENT

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

Oyster Bay East Norwich CSD  
SCHOOL DISTRICT

By:   
President Board of Education

Date: 4.18.23

West Islip Public Schools  
SCHOOL DISTRICT

By: \_\_\_\_\_  
President Board of Education

Date: \_\_\_\_\_

Issue Date

03/16/2023

**SOUTH HUNTINGTON UFSD  
ADMINISTRATION BUILDING  
60 WESTON STREET  
HUNTINGTON STATION, NY 11746-4098**

Invoice Number

**228-23A**



# INVOICE

Invoice To

WEST ISLIP PUBLIC SCHOOLS  
100 SHERMAN AVE  
WEST ISLIP, NY 11795

064170

Item Number	Item Description	Amount
	<p>HEALTH SERVICES FOR STUDENTS ATTENDING NON-PUBLIC SCHOOLS LOCATED IN SOUTH HUNTINGTON UFSD FOR THE 2022-2023 SCHOOL YEAR.</p> <p>ST. ANTHONY'S HIGH SCHOOL - 37 STUDENTS @ \$849.10=\$31,416.70 1 STUDENT PRORATED AT 10 WEEKS @ \$21.22=\$212.20</p> <p>1.0000 @ 31,628.9000 per Each</p> <p>REVISED INVOICE - MAY 3, 2023</p> <p>36 STUDENTS AT \$849.10 = \$30,567.60 1 PRORATED STUDENT AT \$212.20</p> <p>NEW REVISED INVOICE AMOUNT: \$30,779.80</p>	31,628.90

Fund A - GENERAL FUND

Invoice Total

31,628.90

GL Acct	Subfund Account	Subfund	AM Acct	Amount
980.00	2770.000		440.00	31,628.90

## HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is entered into this first day of July 2021, by and between the Board of Education of the South Huntington Union Free School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 60 Weston Street, Huntington Station, NY 11746, 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 Corner of Beach Street & Sherman Avenue, West Islip, NY 11795.

### WITNESSETH

WHEREAS, South Huntington Union Free School District is authorized pursuant to Section 912 of the Education Law, to enter into a contract with SENDER for the purpose of having South Huntington UFSD provide health and welfare services for children residing in the West Islip UFSD and attending a non-public school located in the South Huntington Union Free School District,

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

WHEREAS, South Huntington UFSD 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 July 1, 2022 through June 30, 2023 inclusive.
2. South Huntington UFSD warrants that the health and welfare services will be provided by licensed health care providers. South Huntington UFSD further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and State Education Department licensing requirements, if applicable. South Huntington Union Free School District further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules and regulations, including, Section 912 of the Education Law, and the student's IEP, if applicable. South Huntington UFSD 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. South Huntington Union Free School District 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 South Huntington UFSD shall be consistent with the services available to students attending public schools within the South Huntington UFSD; and may include, but are not limited to:

- a. all services performed by a physician, physician assistant, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
- b. Vision and hearing screening examinations,
- c. The taking of medical histories and the administration of health screening tests,
- d. the maintenance of cumulative health records, and
- e. 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, West Islip UFSD agrees to pay South Huntington UFSD the sum of **\$849.10** per eligible pupil for the **2022-2023** school year.
6. SENDER shall pay South Huntington UFSD within thirty (30) days of SENDER's receipt of a detailed written invoice from South Huntington UFSD. 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, South Huntington UFSD 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, South Huntington UFSD 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. South Huntington UFSD 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 nonpublic school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either South Huntington UFSD'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 and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services provided for in 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 Family Educational Rights and Privacy Act ("FERPA").

13. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

PROVIDER: Superintendent of Schools  
South Huntington Union Free School  
60 Weston Street, Huntington Station  
New York, 11746

SENDER: Superintendent of Schools  
West Islip UFSD  
Corner of Beach Street & Sherman Avenue, West Islip  
NY, 11795

15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
18. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Suffolk, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the

parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

19. 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 School for the West Islip UFSD

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

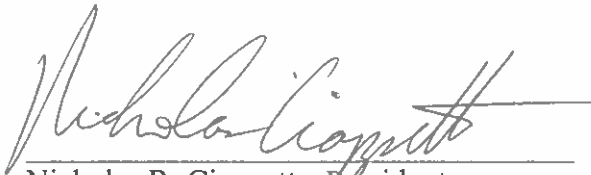
South Huntington Union Free School District

West Islip UFSD



Vito M. D'Elia, Ed.D., Superintendent of Schools  
South Huntington Union Free School District

\_\_\_\_\_  
Superintendent of Schools  
West Islip UFSD



Nicholas R. Ciappetta, President  
Board of Education

\_\_\_\_\_  
President, Board of Education



**WI**  
**WEST ISLIP PUBLIC SCHOOLS**  
**DEPARTMENT OF ART AND MUSIC EDUCATION**



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

**Memorandum**

**To:** Elisa Pellati, Assistant Superintendent for Business

**From:** Eric Albinder

**Date:** April 24, 2023

**Re:** Surplus of Piano

---

I would like to request the surplus of an upright piano that is located at Manetuck Elementary School. This piano is in very poor condition and beyond worth of repairing. For your information, the piano has been in our inventory since at least 1969!

Brand – Story & Clark  
Serial Number – 115 88 68  
Asset Tag Number - 001414



Approved by the Board of Education on 2/28/23



WEST ISLP PUBLIC SCHOOLS  
STUDENT-TEACHER CALENDAR 2023-2024

Total days ~ 181 + 3 = 184



### July 2023

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### August 2023

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### September 2023

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

1 & 5 Superintendent's Conference Days (staff only)  
4 Labor Day  
6 First day for students  
25 Yom Kippur

### October 2023

Su	M	Tu	W	Th	F	Sa
						7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

9 Columbus Day

### November 2023

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

7 Superintendent's Conference Day (staff only)  
10 Veterans' Day  
22-24 Thanksgiving

### January 2024

Su	M	Tu	W	Th	F	Sa
						6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1 Holiday recess  
15 Martin Luther King Jr. Day

### February 2024

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

19-23 Mid-winter recess

### April 2024

Su	M	Tu	W	Th	F	Sa
						6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1 Easter Monday  
22-26 Spring Recess

### May 2024

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

24-28 Memorial Day

### December 2023

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

25-29 Holiday recess

### March 2024

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

29 Good Friday

### June 2024

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

19 Juneteenth  
26 Last day for students

If there is no emergency closing, schools will be closed on May 24 and May 28.  
If there is one emergency closing, schools will be open on May 28 and closed on May 24  
If there are two emergency closings, schools will be open on May 24 and May 28.

Superintendent Conference Day (staff only)  
Schools closed  
First and last days of classes  
BOE

**Board of Cooperative Educational Services  
First Supervisory District of Suffolk County**

**Multi-Year Service Agreement**

District: West Islip Union Free School District

Project Number and Name: WI-FWAN-040523-2023-2026 Fiber WAN Project

Co-Ser Number and Name: 601-R003 Administrative / Fiber WAN Services

Term: 3 Years  
Effective Date: 07/01/2023 End Date: 06/30/2026

Type of Project:  Financed Project  Non Financed Project

1.

This Multi-year Service Agreement ("Service Agreement") is entered into by and between the Board of Cooperative Educational Services, First Supervisory District of Suffolk County (hereinafter referred to as "BOCES") and the School District noted above (hereinafter referred to as the "District").

WHEREAS, BOCES responds to program requests and initiatives from participating school districts and the New York State Education Department ("SED") and determines needs that would be most efficiently and cost effectively met on a regional, cooperative basis; and

WHEREAS, the District has requested the items identified in Project Proposal *Exhibit A* ("Items") and the services identified in Project Proposal *Exhibit A* ("Services") and BOCES elects to lease the Items and provide the Services to the District;

NOW, THEREFORE, BOCES AND the DISTRICT agree as follows:

2. **Definitions** - As used in this Service Agreement, the following definitions shall apply:
- a. **"Acceptance Period"** shall mean a 30 day time-period following BOCES' delivery of Items to the District. During such time period, the District shall either accept or reject responsibility for the Items
  - b. **"BOCES Approved Software List"** shall mean a current list of software applications that are available for District use and supported by BOCES. The Approved Software List may be requested from BOCES Regional Information Center. Districts may request a software application be added to the Approved Software List by completing and submitting a request form, a copy of which is available upon request to BOCES Regional Information Center
  - c. **"Cooperative Service Agreement ("Co-Ser")"** shall mean an approved cooperative agreement of a shared service between a BOCES and two or more Districts.

- d. **“Estimated Cost/Payment Schedule”** shall mean a summary of the estimated annual costs and schedule of payments for the Project (Items and/or Services) in accordance with the Service Agreement and is attached hereto as *Exhibit B*.
- e. **“Final Payment Schedule”** shall mean a detailed listing of the total annual costs of the Project that is prepared by BOCES upon completion of all Project purchases. This Schedule may be used by the District to assist with annual budgeting for the Project.
- f. **“Financed Project”** shall mean the Project through which BOCES obtains financing to purchase Items (hardware/software), and leases the Items (hardware/software) to the District for a stated term. The Projects are financed through the BOCES' awarded financing company. All financed Projects require SED approval.
- g. **“Inventory List”** shall mean a form provided by BOCES to the District and attached hereto as *Exhibit C*. The District shall be required to complete such form and return it to BOCES in accordance with Section 8 below.
- h. **“Items”** shall mean products/equipment identified in Exhibit A to be provided by BOCES to a District
- i. **“Non-Financed Project”** shall mean the Project through which BOCES leases to the District for a stated term.
- j. **“Project”** shall mean a project that provides for (i) BOCES' acquisition of Items (hardware/software) through a NYS Contract or other authorized purchasing vehicle, (ii) annual installment payments made by the District and (iii) subsequent provision of Items and Services (if applicable) to the District pursuant to this Service Agreement.
- k. **“Project Change Order”** shall mean a document that is prepared by BOCES after SED approval and then presented to the District to update the terms of the original Service Agreement to reflect current technology standards and prices. Any needed Item substitutions, adjusted prices, additions, and/or deletions shall be made prior to the creation of purchase orders. The Project Change Order shall require a written authorization of acceptance from the District. Project Change Orders shall not alter the Project Proposal Exhibit A in any way that may be deemed to be substantive. BOCES shall determine the substantive nature of such change in its sole discretion.
- l. **“Project Proposal”** shall mean a document prepared by BOCES listing Items and/or Services to be provided by BOCES to a District and attached hereto as *Exhibit A*. Upon signature by authorized parties of District, the Project Proposal shall become finalized as the Project or Financed Project as appropriate pursuant to this Service Agreement.
- m. **“Service Agreement”** shall mean this agreement, any attached exhibits or schedules and any amendments to this Service Agreement, which are in writing and signed by both parties.
- n. **“Services”** shall mean services to be provided by BOCES to a District and identified on *Exhibit A* (if any).

### 3. BOCES' Responsibilities

- a. BOCES will work with the District to ensure that the Project or the Financed Project as applicable, is consistent with regional standards adopted in the annual Chapter 793 process.
- b. In accordance with this Service Agreement, BOCES will acquire, install (if applicable), and maintain (if applicable) all Items (hardware and software) on the District's behalf as noted in *Exhibit A*. BOCES shall retain ownership of all such Items (hardware and software) and such maintenance shall only be provided by BOCES.
- c. Where applicable, BOCES may provide operating system management, network management, and/or application software management (“Management”) to the District, however, such Management may only be provided pursuant to the District's participation in and adherence to the Co-Ser.

- d. Upon expiration of this Service Agreement, BOCES will coordinate removal of Items with the District in accordance with *Exhibit D*, "Item Removal Procedure".
- e. In accordance with Co-Ser requirements and SED guidelines, BOCES will file for aid eligibility on behalf of the District.
- f. For Financed Projects, BOCES will provide a final payment schedule to the District.
- g. BOCES will make reasonable efforts to secure timely delivery of Items on the District's behalf and will keep the District informed of delays. BOCES is not responsible for delays in delivery and installation due to events beyond its control, including, but not limited to, changes in New York State Office of General Services contracts, failure of any vendors to stock or procure contracted materials, or shipping delays.

#### 4. District Responsibilities

- a. During the Acceptance Period, The District shall either (i) inform BOCES that it has accepted responsibility for the delivered Items pursuant to this Service Agreement or (ii) inform BOCES that it has rejected responsibility for the delivered Items due to a problem with the Items such as damaged/defective Items, incorrect quantity of Items; etc. Such acceptance or rejection shall be in writing to BOCES in accordance with Section 14 below.
- b. In the event the District does not notify BOCES of acceptance or rejection of the Items within the Acceptance Period, the Items, at the end of the Acceptance Period and upon receipt by BOCES of proof of delivery to the District, will be considered accepted and the District agrees to accept responsibility for the cost of the delivered Items.
- c. The District shall be responsible for making all payments in accordance with this Service Agreement.
- d. Only software from the BOCES Approved Software List shall be made available and/or installed on BOCES owned networks/hardware. In the event the District wishes to add software to the BOCES Approved Software List during the time that District is in possession of the Items, District shall submit such request to BOCES Regional Information Center and approval shall not be unreasonably withheld or delayed.
- e. The District will provide a contact person to work with BOCES on all issues related to implementation and management of this Service Agreement as well as on-going support.
- f. The District will control all local user access lists, and other local network administrative functions during such time that the District is in possession of the Items.
- g. The District shall be responsible for complying with BOCES current written standards regarding backup of all data during such time that the District is in possession of the Items. BOCES current written standards may be requested from BOCES Regional Information Center.
- h. The District assumes full responsibility for the care, custody, and control of the Items upon delivery and during the time the District is in possession of the Items. The District shall insure these Items at the value listed in *Exhibit A* pursuant to *Exhibit E* "Insurance Coverage Options" which the District shall complete naming BOCES, and the financing company if applicable, as additional insureds for the term of this Service Agreement. In the event the District chooses Option 1 of *Exhibit E*, the District shall provide to BOCES an insurance endorsement as evidence of the required coverage annually.
- i. During the time the District is in possession of the Items, the District will be responsible for taking appropriate care to prevent loss or damage to Items due to abuse, theft or vandalism.
  - 1. The District shall be responsible for all costs associated with such loss or damage, and shall report such loss or damage to BOCES in the Report of Theft or Vandalism form attached hereto as *Exhibit F*.
  - 2. In the event of such loss or damage, the District will provide replacement value of the Item(s) to BOCES and remit payment to BOCES for the Item(s). Upon

receipt of such payment, BOCES shall provide replacement Items to the District.

- j. The District certifies that the Items provided under this Service Agreement are being used in conjunction with one or more BOCES Co-ser services in a manner consistent with Co-Ser requirements. The District acknowledges that its State Aid eligibility for BOCES Services provided under this Service Agreement may be jeopardized if the District fails to comply with such Co-Ser requirements.
- k. The District will provide adequate electrical service and cabling, consistent with the minimum manufacturer/vendor hardware and/or connectivity specifications. The District will also provide all furniture required for the new Items. If applicable, BOCES shall provide the District with the specifications for such Items and shall make its staff available to the District for consultation with the performance of the requirements in this provision.
- l. The District will assure adequate hardware consistent with the minimum manufacturer/vendor specified configuration required to install and execute software application Items. BOCES shall provide the District with the specifications for such Items and shall make its staff available to the District for consultation with the performance of the requirements in this provision.
- m. In the event the District elects to have hardware equipment Items removed from the District, the District shall (i) erase all hard drives and other storage devices before the Items are returned to BOCES, (ii) attest to erasure by completion of the Hard Drive Erasure Confirmation Form attached as *Exhibit G* and (iii) shall comply with BOCES' "Item Removal Procedure" attached hereto as *Exhibit D*.

#### **5. Cost**

Cost quoted in the *Exhibit A* is in effect as of the effective date of the Service Agreement. BOCES will document any subsequent changes in cost for the District in a Project Change Order. As it pertains to decreased costs, the District shall have the option of applying the difference to a future payment in this Service Agreement or increasing the quantity of BOCES provided Items and/or Services. As it pertains to increased costs, the District shall be required to reduce the quantity of BOCES provided Items and/or Services for the difference.

#### **6. Required Approvals**

This Service Agreement must be approved by the District's Board of Education, as evidenced by the District's Superintendent and District's Board of Education President's signatures, in addition to the signature of the BOCES Chief Operating Officer and BOCES Board President. The BOCES District Clerk's signature is also required on the Resolution Authorizing and Approving Agreement attached hereto as *Exhibit H*. After approval by both the District and BOCES, non-financed Items and/or Services may be ordered. As it pertains to financed items, an additional approval is required by the SED; such approval shall be obtained by BOCES' Board. Upon receipt of all required approvals, and bank closing, financed Items shall be ordered by BOCES.

#### **7. Ownership of Items**

Items provided under this Service Agreement shall remain the property of BOCES.

#### **8. Inventory Requirement**

- a. Within 30 days of receipt of Items by District, the District shall be required to complete the Inventory List attached hereto as *Exhibit C* and return it to BOCES. Each year thereafter within 30 days of the anniversary of the Effective Date, the District shall complete the Inventory List and the Annual Verification of Item Inventory Form attached hereto as *Exhibit I* and return both forms to BOCES. The District shall be responsible for obtaining all serial numbers for procured Items. As applicable, BOCES shall make reasonable efforts to assist in this process.

- b. Upon determination by the parties that the Items have become obsolete, the District shall follow the Item Removal Procedure attached hereto as *Exhibit D*.

**9. Rules and Regulations**

It is understood and agreed that while on school grounds, BOCES, its employees and/or agents shall obey all of the District's rules and regulations and must follow all reasonable directives of the District administrators and employees. The District must provide an up-to-date version of the rules and regulations to BOCES.

**10. Assignment**

Neither party shall assign, transfer, convey, sublet, pledge, hypothecate, or otherwise dispose of its rights, title, or interests herein, or its power to execute this Service Agreement, to any person or corporation.

**11. Titles**

The titles of the sections of this Service Agreement are solely for the convenience of the parties and shall not be used as an aid in the interpretation of the terms and conditions thereof.

**12. Laws**

This Service Agreement shall be governed by the laws of the State of New York. Any claim or action arising under this Service Agreement shall have venue in Suffolk County, New York.

**13. Indemnification**

- a. The District shall defend, indemnify and hold harmless BOCES from any and all claims or suits brought against BOCES arising without limitation, from any negligent act or omission by the District under this Service Agreement, including but not limited to, payment of any obligation to pay a claim, judgment or other monies, including reasonable attorneys' fees, incurred by BOCES.
- b. BOCES shall defend, indemnify and hold harmless the District from any and all claims or suits brought against the District arising, without limitation, from any negligent act or omission by BOCES under this Service Agreement, including but not limited to, payment of any obligation to pay a claim, judgment or other monies, including reasonable attorneys' fees, incurred by the District.

**14. Notice**

All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:

**District:**

West Islip UFSD  
100 Sherman Avenue  
West Islip, NY 11795  
Attn: Lisa Di Sibio

**BOCES:**

Eastern Suffolk BOCES  
201 Sunrise Highway  
Patchogue, NY 11772  
Attention: Management  
Services

Regional Information Center  
750 Waverly Avenue  
Holtsville, NY 11742  
Attention: Darlene Rocas

**15. Miscellaneous**

This Service Agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions, or covenants between the parties relating to the subject matter of this Service Agreement.

This Service Agreement may only be amended by a writing executed by authorized representatives of both parties.

Should any part of this Service Agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this Service Agreement. Such remaining parts shall remain in full force as if this Service Agreement had been executed with the invalid part eliminated.

The following sections shall survive termination of this Service Agreement: Sections 10, 12 and 13.

By signing this Service Agreement, the District agrees that the Items and/or Services provided under this Service Agreement meet the needs and expectations of the District. The signatures below attest that this Service Agreement is acceptable to both parties.

**District: West Islip UFSD**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
Superintendent Board of Education President

**BOCES**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
Chief Operating Officer Board President

- Attachments: *Exhibit A Project Proposal*  
*Exhibit B Estimated Cost/Payment Schedule*  
*Exhibit C Inventory List*  
*Exhibit D Item Removal Procedure*  
*Exhibit E Insurance Coverage Options*  
*Exhibit F Report of Theft or Vandalism Form*  
*Exhibit G Hard Drive Erasure Confirmation Form*  
*Exhibit H Resolution Authorizing and Approving Agreement*  
*Exhibit I Annual Verification of Item Inventory Form*

EXHIBIT A

Project #WI-FWAN-040523-2023-2026 Fiber WAN Project

District West Islip UFSD

Project Proposal West Islip UFSD, a participant in the LAN/WAN service, has requested a multi-year project for the renewal of a Flexible Private Line Wide-Area Network from 25 Higbie Lane, West Islip to 17 Beach Street, West Islip . The term of the project is July 1, 2023 to June 30, 2026.

CoSer: 601 R003

Contacts District West Islip UFSD
Name Lisa Di Sibio
Number 631-930-1583
email L.Disibio@wi.k12.ny.us

BOCES Name Jim Tietjen
Number 631-244-4253
email jtietjen@esboces.org

Table with 4 columns: Item, Price, Quantity, Total Cost. Row 1: PS68694 - Crown Castle Fiber, \$542.50, 36, \$19,530.00. Description: Recurring costs for a Flexible Private Line Wide-Area Network from 25 Higbie Lane, West Islip to 17 Beach Street, West Islip

Project Total \$19,530.00

Cost Summary

Table with 2 columns: Item, Total Cost. Row 1: Total Recurring Costs \$19,530.00. Row 2: BOCES Project Management Fees \$2,929.50

Project Total \$22,459.50

Authorizations

Superintendent West Islip UFSD DATE

Manager of Technical Services Eastern Suffolk BOCES DATE

RIC Director Eastern Suffolk BOCES DATE

Director of Administrative Services Eastern Suffolk BOCES DATE



## Estimated Payment Schedule

3 Year Term  
 District: West Islip UFSD

Project: #W1-FWAN-040523-2023-2026 Fiber WAN Project

Description	TOTAL	Year 1 2023-24	Year 2 2024-25	Year 3 2025-26
<b>Project Costs:</b>				
Number of Years	3			
Recurring costs for a Flexible Private Line Wide-Area Network from 25 Higbie Lane, West Islip to 17 Beach Street, West Islip		\$6,510.00	\$6,510.00	\$6,510.00
<b>Total Recurring Project Costs over 3 years</b>		<b>\$6,510.00</b>	<b>\$6,510.00</b>	<b>\$6,510.00</b>
BOCES Project Coordination Fee		\$976.50	\$976.50	\$976.50
<b>Estimated Total Project Cost per Year</b>		<b>\$7,486.50</b>	<b>\$7,486.50</b>	<b>\$7,486.50</b>

**COST SUMMARY**

Total Recurring Project Costs over 3 years	<b>\$19,530.00</b>
BOCES Project Coordination Fee	<b>\$2,929.50</b>
<b>Total Project Costs</b>	<b>\$22,459.50</b>



## Service Agreement Item Removal Procedure

This procedure standardizes the Item removal process for completed multi-year Projects offered through BOCES. BOCES retains ownership of all Items (hardware/software) provided to the District pursuant to the Service Agreement.

At the end of the term of the Service Agreement, the District has two options:

1. The District may continue using any and all Items (hardware and software) as needed. In the event the District chooses this option, the District may request extended maintenance option. BOCES shall provide an extended maintenance option, where available, to the District for approval.
2. The District may request removal of any or all of the Items. In the event of such a request, the District will contact BOCES to coordinate the Item(s) removal as noted below:
  - a. The District will request in writing that BOCES remove some or all of the Items from the District.
  - b. BOCES shall submit a form to the District which the District shall sign, approve and return to BOCES to declare the Items obsolete.
  - c. The request to declare the Items obsolete shall then go to BOCES Board for further approval. Once the BOCES' Board approves the removal/obsolescence of such Items, BOCES shall coordinate with the District to remove the Items.
  - d. BOCES shall inform the District of any requirements (such as "palletizing" or other Item organization) prior to the removal date.
  - e. The District shall ensure that all data is erased from all hard drives and other memory storage devices prior to Item removal date. The District shall also provide BOCES with a completed Hard Drive Erasure Confirmation Form attached hereto as Exhibit G.



**Insurance Coverage Options**

In accordance with the Service Agreement, section 4h, The District shall insure the Items at the value listed in Exhibit A naming BOCES, and the financing company if applicable, as additional insureds. The District shall provide to BOCES an insurance endorsement as evidence of such coverage.

The District has the option of either having BOCES insure the Items or insuring the Items themselves for the term of the Service Agreement.

**PLEASE SELECT EITHER OPTION 1 OR OPTION 2**

1. \_\_\_\_\_ The District will issue insurance coverage and send proof of such insurance endorsement annually to BOCES, Technology Acquisition Services
  
2. \_\_\_\_\_ The District requests that BOCES issue insurance coverage for all Items listed in Exhibit A and bill the District at an annual cost the current rate of insurance plus \$0.02 per \$100 of value annually for such coverage for each year of the Service Agreement.

*Not applicable to this project*

Approved by:

\_\_\_\_\_  
School Superintendent      Date

\_\_\_\_\_  
Board of Education President      Date

**Service Agreement  
Report of Theft or Vandallsm Form**

Date \_\_\_\_\_ Center \_\_\_\_\_ Building \_\_\_\_\_ Room \_\_\_\_\_

Description of Damage and Circumstances Surrounding Loss *(attach additional sheet if necessary)*

List of Items *(attach additional sheet if necessary)*

Asset Number	Description

When was loss discovered? \_\_\_\_\_ By whom? \_\_\_\_\_

Were police notified?  Yes  No When? \_\_\_\_\_ By whom? \_\_\_\_\_

Central Complaint Number \_\_\_\_\_ Name of Investigating Officer \_\_\_\_\_

Additional Information \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Building Administrator

\_\_\_\_\_  
Signature of Supervising Director

*Not applicable to this project*

Hard Drive Erasure Confirmation Form

This confirmation has been developed to protect against the unauthorized release of confidential information that may be stored on all network copier equipment ("Equipment") provided by ESBOCES to participating school districts ("Districts"). Such confidential information may be, but is not limited to, information belonging to ESBOCES, the District and/or individuals (students/teachers) and businesses involved with ESBOCES and/or the District.

Confirmation

Upon completion of a Equipment lease, the vendor who supplied the Equipment or the vendor to whom the Equipment is transferred ("Vendor") shall erase any and all memory contained within the Equipment. The District shall witness these erasures. The following information must be completed and signed by Vendor and District prior to the removal of any Equipment from the District.

District: \_\_\_\_\_

Project: \_\_\_\_\_

Printer/Copier Equipment Serial #s: \_\_\_\_\_

I, as an authorized representative of Vendor, have erased and/or removed the memory of the above-mentioned Equipment, and have confirmed that no additional information will be placed on the Equipment.

\_\_\_\_\_  
Vendor Name Title

\_\_\_\_\_  
Signature Date

I, as an authorized representative of the District, have witnessed and/or confirmed that the Vendor has represented that it has completed the erasure and/or removal of the memory for the above-mentioned Equipment.

\_\_\_\_\_  
District Name Title

\_\_\_\_\_  
Signature Date

Not applicable to this project

Resolution Authorizing and Approving Agreement Between  
The District and  
The Board of Cooperative Educational Services,  
First Supervisory District of Suffolk County  
For the Acquisition and Installation of Computer Equipment,  
Related Software and Other Services

WHEREAS, the District (District) and the Board of Cooperative Educational Services, First Supervisory District of Suffolk County (BOCES), desire, pursuant to §109-b and §119-o of the General Municipal Law, and Section 1950(4)(aa) of the Education Law, to undertake a Technology Project consisting of the acquisition and installation of Fiber WAN, and other services as indicated in said Technology Project, and

WHEREAS, the cost of the Project #WI-FWAN-040523-2023-2026 is \$22,459.50 to be paid in equal installments over a 3-year period.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the District as follows:

The President of the Board of Education and the Superintendent of Schools are hereby authorized, on behalf of the District, to execute and deliver the Eastern Suffolk BOCES Multi-Year Service Agreement; the execution thereof by the President of the Board of Education and Superintendent of Schools to constitute conclusive evidence of such approval.

The officers, employees and agents of the District are hereby authorized and directed for and in the name and on behalf of the District to do all acts and things required or provided for by the provisions of the Eastern Suffolk BOCES Multi-Year Service Agreement, including all acts and things necessary to ensure the payments due thereunder, and deliver all additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officers, employee or agent acting, desirable and proper to effect the purpose of the foregoing resolution and to cause compliance by the District with all of the terms, covenants and provisions of the Eastern Suffolk BOCES Multi-Year Service Agreement, binding upon the District.

The undersigned certifies that the above resolution has been adopted at the \_\_\_\_\_ meeting of the Board of Education of the West Islip UFSD.

West Islip UFSD

Date: \_\_\_\_\_

By: \_\_\_\_\_

District Clerk

***EXHIBIT I***

***Service Agreement***  
**Annual Verification of Item Inventory Form**

**Instructions:**

The attached list identifies all of the Items that were acquired pursuant to the Services Agreement. Please verify and record the location and serial number of each Item on the list for identification purposes. You may attach additional sheets as needed.

**Verification:**

District hereby confirms that the attached Item list has been reviewed and additional information as requested has been provided.

District acknowledges that BOCES retains ownership of the Items and agrees that District accepts responsibility for Item loss or damage in accordance with the Services Agreement.

District acknowledges that when the term of the Service Agreement has been completed, BOCES will initiate removal of the Items in accordance with the Service Agreement and the Item Removal Procedure.

District \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_  
Superintendent

*Not applicable to this project*