

AGENDA



BOARD OF EDUCATION

September 7, 2023

West Islip High School
One Lions Path
7:30 p.m.

Submitted by:
Dr. Paul Romanelli
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
September 7, 2023

West Islip High School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **DISCUSSION**
 - A) West Islip High School Pool
- V. **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.*
- VI. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the August 29, 2023 Planning Session.
- VII. **PERSONNEL**
- VIII. **CURRICULUM UPDATE**
- IX. **REPORT OF BOARD COMMITTEES**
 - A) Education Committee {8/29/2023}
 - B) Finance Committee {8/29/2023}
 - C) Buildings & Grounds Committee {8/29/2023}
 - D) Special Education Committee {9/7/2023}
- X. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
- XI. **PRESIDENT'S REPORT**
 - A) Approval of BOCES Multi-Year Service Agreement – Networked Copier Project – four year agreement ending 3/1/2028
Approval of resolution re: the Board of Education approves the recommendations of the Special Education Committee of students as listed in the District's backup and authorizes the District to arrange for appropriate services.
 - B)
- 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

PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
August 29, 2023 – Beach Street Middle School Media Center

PRESENT: Mr. Tussie, Mr. McCann, Mr. Antonello, Mr. Bedell, Mrs. Brown, Mrs. Kelly,
Mrs. Marks

ABSENT: None

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

ABSENT: None

ATTORNEY: None

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

APPROVAL OF MINUTES

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve the minutes of the August 17, 2023 Regular Meeting.

ANNOUNCEMENTS

A) Policies

- Second Reading No. 3411 Unlawful Possession of a Weapon Upon School Grounds
- Second Reading No. 7360 Weapons in School

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve Policy No. 3411 Unlawful Possession of a Weapon Upon School Grounds and Policy No. 7360 Weapons in School.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT (AMENDED): Taylor Troyano Gonzalez, elementary, effective September 1, 2023 through August 31, 2026 (Bayview; change in date from September 1, 2023 through August 31, 2027).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING: REGULAR SUBSTITUTE: Craig Perrino, Health, effective September 1, 2023 through October 27, 2023, (Beach; Step 1A¹; replacing Shanan Mauro {LOA}).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING: REGULAR SUBSTITUTE: Eileen Bowman, Special Education, effective September 1, 2023 through June 30, 2024 (Oquenock; Step 1A⁵; replacing Amanda Felix-Milks {LOA}).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Gianna Capanelli, Special Education, effective September 1, 2023 through August 31, 2027 (Manctuck; Step 1A⁴, replacing Rebecca Burleson {resigned}).

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

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING: RESIGNATION: Rebecca Burleson, Special Education, effective September 1, 2023 (Oquenock).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING: REGULAR SUBSTITUTE RESIGNATION: Gianna Capanelli, Special Education, effective September 1, 2023 (Manetuck).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: PROBATIONARY APPOINTMENT: Maureen Pike, Pre-K, effective September 1, 2023 to August 31, 2027 (Paul J. Bellew; Step 1; replacing Kimberly Creitz {resigned}).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: PROBATIONARY APPOINTMENT (AMENDED): Kathleen Slayback, Special Education, effective September 1, 2023 through August 31, 2027 (Beach; change in date from September 1, 2023 through August 31, 2023).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: PROBATIONARY APPOINTMENT (AMENDED): Jillian Ruffo, Special Education, effective September 1, 2023 through August 31, 2027 (Manetuck; change in date from September 1, 2023 through August 31, 2024).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: PROBATIONARY APPOINTMENT (AMENDED): Maria Pascarella, Special Education, effective September 1, 2023 through August 31, 2027 (Manetuck; change in date from September 1, 2023 through August 31, 2024).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: PROBATIONARY APPOINTMENT (AMENDED): Kaitlin Graff, Special Education, effective September 1, 2023 through August 31, 2027 (Udall; change in date from September 1, 2023 through August 31, 2024).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: PROBATIONARY APPOINTMENT (AMENDED): *Jenelle Moran, Special Education, effective September 1, 2023 through August 31, 2027 (Oquenock; change in date from September 1, 2023 through August 31, 2024).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: PROBATIONARY APPOINTMENT (AMENDED): Liam McGarvey, STEM, effective September 1, 2023 through August 31, 2027 (Paul J. Bellew; change in date from September 1, 2023 through August 31, 2024).

*Conditional pending certification

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: RESIGNATION: Kayleigh O'Connor, Special Education, effective August 24, 2023 (High School).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: RESIGNATION: Amber Avelli, Special Education, effective September 1, 2023 (Manetuck).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: William Delaney, Acting Head Custodian, effective August 31, 2023 through October 6, 2023 (High School; Step 6; change from Custodial Worker III; replacing Ralph Fabrizio, Sr. {retired}).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: Elaine Napoleon, Custodial Worker I, effective August 30, 2023 (Udall; Step 1; change from Part-Time Food Service Worker; replacing Robert Smith {reassigned}).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: Kristine White, Health Office Aide, effective September 1, 2023 (Paul J. Bellew; Step 8; change from Special Education Aide; replacing Margaret Cioffe {resigned}).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve the following: CL-2 Civil Service Probationary Appointments:

Judy Abtey, Special Education Aide, effective September 5, 2023 (Paul J. Bellew; Step1; replacing Kimberly Degere {resigned}).

Richard Conroy, Custodial Worker I, effective August 30, 2023 (Beach Street; Step 1; replacing Warren Seaman III {retired}).

Virginia Gomez, Special Education Aide, effective September 5, 2023 (Udall; Step 1; new position).

*Kailey Gross, Special Education Aide, effective September 1, 2023 (Paul J. Bellew; Step 1; replacing Maureen Pike {reassigned}).

Beth Hughes, Leave Replacement School Nurse, effective October 2, 2023 through June 26, 2024 (Bridges Academy; Step 1; replacing Jean Dunau {LoA}).

Katherine Martino, Special Education Aide, effective September 1, 2023 (Beach Street; Step 1; new position).

*Ryan Perry, Building Aide, effective September 1, 2023 (Beach Street; Step 1; new position).

Alexander Ruffini, Library Aide, effective September 1, 2023 (Paul J. Bellew; Step 1; replacing Jennifer Fortune {reassigned}).

*Penny Ryan, Cafeteria Aide, effective September 1, 2023 (Beach Street; Step 1; replacing Kate Kjarikaitis {reassigned}).

*Conditional pending fingerprinting clearance

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Kimberly Degere, Special Education Aide, effective August 22, 2023, (Paul J. Bellew).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Maureen Pike, Special Education Aide, effective August 22, 2023 (Paul J. Bellew).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Angelica Ruden, School Nurse, effective August 21, 2023 (District Wide).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: George Santiago, Guard, effective September 1, 2023 (District Wide).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Theresa Smith, Cafeteria Aide, effective August 28, 2023 (Paul J. Bellew).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE NURSE: Angelica Ruden, effective September 1, 2023 (District Wide; \$180/per diem).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE NURSE: Beth Hughes, effective September 1, 2023 (Bridges; \$180/per diem).

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE GUARD (\$23.73/HR.): *Roy Miller, IV, effective September 1, 2023. * Conditional pending fingerprinting clearance

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve the following OTHER items:

OTHER

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Shannon Feminella, Beach
Effective September 1, 2023

PERMANENT SUBSTITUTE TEACHER RESIGNATION

Shannon Culkin, Oquenock
Effective August 29, 2023

Danielle Ferruggiari, Paul J. Bellew
Effective August 24, 2023

Craig Perrino, Beach
Effective August 24, 2023

PREFERRED SUBSTITUTE RESIGNATION

Savannah Rinne
Effective August 18, 2023

ATHLETE ASSISTANT

Jake Rossi, effective August 24, 2023

FALL 2023 HIGH SCHOOL COACHES

GIRLS TENNIS

Amie Crisera, Interim J.V. Coach

FALL 2023 MIDDLE SCHOOL COACHES

BOYS SOCCER

Nick Pfeifer, 7-8 Beach Coach

FOOTBALL

Matthew Colhoun, J.V. Volunteer Coach

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to adjourn to Executive Session at 7:41 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:12 p.m. on motion by Peter McCann, seconded by Richard Antonello and carried when all board members present voted in favor.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve resolution re: Addendum to the Personnel Schedules appointing Employees A through L as Temporary School Security Guards and the School Safety Plans for the School Buildings.

Be it Resolved, that the Board of Education of the West Islip UFSD hereby approves the Addendum to the Personnel Schedules appointing Employees A through L as Temporary School Security Guards and the School Safety Plans for the School Buildings effective August 29, 2023.

Meeting adjourned at 8:13 p.m. on motion by Peter McCann, seconded by Richard Antonello 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 PROBATIONARY APPOINTMENT (AMENDED)

Karen Borst, Mathematics
Effective September 1, 2023 to August 31, 2026
(Udall; change in date from September 1, 2023 through August 31, 2027)

Luisa Marino, World Languages
Effective September 1, 2023 to August 31, 2026
(High School; change in date from September 1, 2023 through August 31, 2027)

TEACHING ASSISTANTS

TA-1 PROBATIONARY APPOINTMENT

Anna Brucculeri, Special Education
Effective September 1, 2023 to August 31, 2027
(Manetuck; Step 5; replacing Amber Avelli {resigned})

CIVIL SERVICE

CL-1 RESIGNATION

Megan Pardue, Health Office Aide
Effective August 29, 2023
(Beach Street)

CL-2 PROBATIONARY APPOINTMENT

*Jessica Pujia, Cafeteria Aide
Effective September 7, 2023
(Manetuck; Step 1; replacing Susan DiGrigoli {retired})

OTHER

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Alexander Giordano, effective September 1, 2023

ALTERNATIVE SCHOOL INSTRUCTORS 2023-2024 (AMENDED)

Christopher Salerno, Math 1 section/full year
(Replacement for Christina Bivona, Math)

SUBSTITUTE TEACHER (\$130 per diem)

Samantha Murray, effective September 1, 2023

OTHER, continued

INSTRUCTIONAL SWIM, FAMILY SWIM PROGRAM & SWIM TEAMS 2023-2024

Colleen Reilly, Director
John T. Denninger, Co-Director
Daniel Gshwind, Co-Director
Edward Jablonski, Co-Director
Thomas Loudon, Co-Director
Jeremy Robertson, Co-Director

Lifeguards

Angelina Acosta
Nico Acquista
Alexa Alvarado
Angelina Amatulli-Griffith
William Antippas
Shawn Boyle
Salvatore Calderone
Ryan Carlson
Michael Cea
Makayla Comer
Logan Coppola
Braedon Dedcovich

Dominic Delta
Makenna Gagliardi
Anghelo Hernandez
Kaden Heyman
Caylee Klimuszko
Sasha Lavrosky
Patrick Lynam
Kevin McCabe
Lauren McCann
Alexander Montes
Kathryn Mushorn
Joseph Pace

Lea Parascandola
Christopher Piropato
Mason Plouffe
Ciaran Pollard
Vincent Puglisi
Isabella Randazzo
Alex Rutigliano
Nicholas Scarmozzino
Angelina Shannon
Courtney Skahill
Seamus Smith
Daniel VonThaden

WEST ISLIP UFSD
2023-24 Budget Transfers - General Fund
School Board Meeting - September 7, 2023

AGENDA ITEM X. A)
 PRESIDENT'S REPORT
 RM 9/7/2023

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4321	08/16/2023	<i>To fund Meeting Expense budget for Asst. Supt for HR</i>			
		A 9010.860-999-4499	HEALTH INSURANCE	700.00	
		A 1430.432-109-5699	MEETING EXPENSE		700.00
DEBIT/CREDIT TOTALS				700.00	700.00
NET AMOUNT					-

Approved: 
 Dr. Paul Romanelli, Superintendent of Schools

Date: 8/30/23

**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-49-071723-2023-2028//Xerox Networked Copiers

Co-Ser Number and Name: 601 R012 – Multi Year Networked Copier Project
48 Months
Effective Date: Upon execution by both parties End Date: March 1, 2028 (6 months after estimated last payment)

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: Elisa Pellati

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 Union Free School District

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*



Administrative Network Copier Proposal

WI-49-071723-2023-2028//Xerox Networked Copiers

West Islip UFSD

Project Description		
West Islip UFSD, a participant in Financial and District Services, has requested a multi-year installment project of seven (7) additional Xerox Copiers to support administrative functions throughout the district.		
CMR#: TAS 518	JB	CoSer: 601 R012

District		BOCES	
Name	Mary Hock	Name	Donna Siegel
Number	631-893-3200	Number	631-419-1640
email	m.hock@wi.k12.ny.us	email	dsiegel@esboces.org

Hardware

	Item	Price	Quantity	Total Cost
	Contract: ESBOCES Bid 2020-044-0502			
1	48 month deferred payment plan for seven (7) C8155H Networked Xerox Copiers, 55 ppm Black and White. Base model, as per bid specifications. Includes: Memory storage 8GB, Hard Drive capacity 250 GB HDD, at a cost of \$5,784.96 or \$120.52, per month. ADD: OFC-81-Office Finisher at a cost of \$568.80 or @ \$11.85, per month and OFC-HPKIT 2/3 hole punch at a cost of \$127.20, or @ \$2.65, per month for a total monthly cost of \$135.02, per unit, for 48 months for a total cost of \$6,480.96, per unit. Customer Ed and Analyst Services included.	\$6,480.96	7	\$45,366.72

Hardware Total	\$45,366.72
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Maintenance

	Item	Price	Quantity	Total Cost
	Contract: ESBOCES Bid #2020-044-0502			
2	Monthly Pool Allowance for seven (7) C8155H copy/printer/scanners. Pool includes 49,000 black copies and 588,000 annually, 7,000 copies, per month, per unit, to be added to Pool ID #200000744. Excess Black and White copies billed at \$.0042. Reconciled annually. Monthly pool cost of \$32.20, per unit for seven (7) units, for a total monthly cost of \$225.40. Maintenance includes all parts, labor, staples and supplies, except paper.	\$225.40	48	\$10,819.20
3	Estimated cost per color copy maintenance for seven (7) C8155H. Estimated monthly color copies 1,200 each for (7) C8155H. Total 8,400 x \$.0396 = \$332.64, per month. Estimated annual copies 100,800 x \$.0396 = \$3,991.68, or \$332.64, per month. Copies to be reconciled annually. Maintenance includes all parts, labor, services, staples, except paper. All color copies are \$.0396 each.	\$332.64	48	\$15,966.72

Maintenance Total	\$26,785.92
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Administrative Network Copier Proposal

WI-49-071723-2023-2028//Xerox Networked Copiers

West Islip UFSD

Total Hardware/Software/Maintenance Acquired	\$72,152.64
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Project Coordination Fees

Category	Total Cost	Fee %	Fee
Hardware Project Coordination Fee	\$45,366.72	15%	\$6,805.01
Software/Maintenance Project Coordination Fee	\$26,785.92	15%	\$4,017.89

Total Project Coordination Fees	\$10,822.90
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	Total Cost
Hardware/Software/Maintenance Subtotal	\$72,152.64
Project Coordination Fees	\$10,822.90

Project Total	\$82,975.54
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All items listed in this proposal are funded from the general budget. Grant funded costs are **not** included in this proposal.

It is understood by the district that all acquisitions are the property of ESBOCES at all times. If applicable, should the District elect to have ESBOCES recover the above-acquired equipment upon the end of the equipment's useful life, the District is responsible for erasing and reformatting all hard drives and other storage devices before they are returned to ESBOCES. The District shall also be responsible for equipment maintenance, insurance, and annual inventory reporting while in possession.

The district shall record copy usage at least annually and submit the information to Eastern Suffolk BOCES.



Administrative Network Copier Proposal

WI-49-071723-2023-2028//Xerox Networked Copiers

West Islip UFSD

Authorizations

Superintendent
West Islip UFSD

DATE

Donna Siegel
Administrative Coordinator for Technology Acquisition Services
Eastern Suffolk BOCES

DATE

Darlene Roces
RIC Director
Eastern Suffolk BOCES

DATE

Susan Maddi
Director of Administrative Services
Eastern Suffolk BOCES

DATE



DISTRICT: West Islip UFSD

COSER: 601 R012

48 MONTHS

PROJECT NUMBER

AND NAME: WI-49-071723-2023-2028/Xerox Copiers

	ORIGINAL	Est. date Sept 2023					TOTAL
		YEAR 1 SY23/24	YEAR 2 SY24/25	YEAR 3 SY25/26	YEAR 4 SY26/27	YEAR 5 SY27/28	
HARDWARE	\$45,366.72	\$9,451.40	\$11,341.68	\$11,341.68	\$11,341.68	\$1,890.28	\$45,366.72
MAINTENANCE	\$10,819.20	\$2,254.00	\$2,704.80	\$2,704.80	\$2,704.80	\$450.80	\$10,819.20
EST COLOR COPIES	\$15,966.72	\$3,326.40	\$3,991.68	\$3,991.68	\$3,991.68	\$665.28	\$15,966.72
SUBTOTAL	\$72,152.64	\$15,031.80	\$18,038.16	\$18,038.16	\$18,038.16	\$3,006.36	\$72,152.64
BOCES FEES							
HARDWARE	\$6,805.01	\$1,417.71	\$1,701.25	\$1,701.25	\$1,701.25	\$283.55	\$6,805.01
MAINTENANCE	\$1,622.88	\$338.10	\$405.72	\$405.72	\$405.72	\$67.62	\$1,622.88
EST COLOR COPIES	\$2,395.01	\$498.96	\$598.75	\$598.75	\$598.75	\$99.80	\$2,395.01
SUBTOTAL	\$10,822.90	\$2,254.77	\$2,705.72	\$2,705.72	\$2,705.72	\$450.97	\$10,822.90
GRAND TOTAL	\$82,975.54	\$17,286.57	\$20,743.88	\$20,743.88	\$20,743.88	\$3,457.33	\$82,975.54

Service Agreement Inventory List

Item Number	Item Description	Quantity	Serial Number	School District Tag Number	Building/Room Location

To Be Completed Upon Receipt of Equipment

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.

Approved by:

School Superintendent Date

Board of Education President Date

**Service Agreement
Report of Theft or Vandalism 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

To Be Signed Only in the Event of Theft or Vandalism

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 computer and/or 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 and/or upon the completion of replacement equipment, 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: _____
(To be supplied by ESBOCES)

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	

Resolution Authorizing and Approving Agreement Between
West Islip UFSD and
The Board of Cooperative Educational Services,
First Supervisory District of Suffolk County
For the Acquisition and Installation of Networked Copiers,
Related Software and Other Services

WHEREAS, West Islip UFSD (the 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 networked copiers, and other services as indicated in said Technology Project, and

WHEREAS, the cost of the Administrative Technology Project #WI-49-071723-2023-2028//Xerox Networked Copiers is \$ 82,975.54, to be paid in equal installments over a 48 month 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 Union Free School District.

West Islip Union Free School District

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 Project WI-49-071723-2023-2028//Xerox Networked Copiers. 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 for Project WI-49-071723-2023-2028//Xerox Networked Copiers 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

To be Signed Upon Receipt of Equipment



**Contract
Modification**

Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, NY 11772

Request Number

TAS 518

Date 8/14/2023

- Check One** This is a request to modify participation in an existing Co-Ser.
 This is a request to participate in a new Co-Ser.

To be Completed by Person Initiating Request (May be BOCES or District Employee)

School District West Islip UFSD Service for School Year 2023-2024
 School District Contact Person Mary Hock Telephone Number 631-893-3200
If Applicable
 Name/Details of Service Requested WI-49-071723-2023-2028//Xerox Networked Copiers

To be Completed by BOCES
 *** MUST BE COMPLETED ***

BOCES Contact Person Donna Siegel Telephone Number (631) 419-1640

ESBOCES WinCap Service Code/Sub-Service Code	No. of Units	Unit Cost (if applicable)	Fixed Cost	Total
601.170 Networked Copiers			\$ -	\$ 17,286.57
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
PLEASE EMAIL BOTH SIGNED CMR AND PROPOSAL TO:		\$	\$	\$
<u>RICTAS@ESBOCES.ORG</u>		\$	\$	\$
Thank you!		\$	\$	\$
		\$	\$	\$
TOTAL COST OF MODIFICATION				\$ 17,286.57

To be Completed by School District

Signature of Superintendent of School District _____ / _____ / _____
 Date

When this form is completed, please forward to

Director of Administrative Services
 Eastern Suffolk BOCES
 201 Sunrise Highway
 Patchogue, NY 11772