

**AGENDA**



**BOARD OF EDUCATION**

**February 8, 2024**

**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**  
**February 8, 2024**

*Beach Street Middle School*

*West Islip, New York*

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
  - A) Masera Lease Agreement
  - B) Student Representative Report
- IV. **RECOGNITION**
  - A) Music  
*Jake Avella, Jessica Belle, Avianna Bergold, Marissa Beyhl, Carlie Brunengraber, Vivian Gallagher, Isabella Grimaldi, Thomas Kerrigan, Sean Koerner, Giordana LaFemina, Kevin Mauri, Teagan McGuire, Mandy Nicolosi, Brendan O'Regan, Daniel Pipitone, Braden Pritchard, Caitlyn Salus, Sophia Stehlik, Aaron Tomasello*
- V. **DISCUSSION**
  - A) State of the District – Midyear report
  - B) 2024-2025 Calendar
- VI. **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.*
- VII. **APPROVAL OF MINUTES:**

A motion is needed to approve the minutes of the January 23, 2024 Planning Session.
- VIII. **PERSONNEL**
- IX. **CURRICULUM UPDATE**
- X. **REPORT OF BOARD COMMITTEES**
  - A) Health & Wellness Committee {1/9/2024 & 2/6/2024}
  - B) Safety Committee {1/23/2024}
  - C) Buildings and Grounds Committee {1/23/2024}
  - D) Education Committee {2/6/2024}
  - E) Finance Committee {2/6/2024}
  - F) Policy Committee {2/6/2024}
    - 1. First Reading      No. 7120      School Admissions
    - 2. First Reading      No. 7511      Immunization of Students
  - G) Special Education Committee {2/7/2024}
- XI. **BUSINESS ITEMS**
  - A) Approval of Budget Transfers
  - B) Approval of 2023-2024 Donation and related budget increase in the amount of \$500.00 from ExxonMobil Educational Alliance Program
  - C) Approval of Contracts 2023-2024
    - A) Farmingdale UFSD Health Services Contract      \$1,350.84
    - B) Oyster Bay-East Norwich School District Special Education Contract

- D) Approval of Surplus
  - 1. Freezer ~ Manetuck
  - 2. Miscellaneous books ~ Udall
  - 3. Miscellaneous books ~ Beach

**XII. PRESIDENT'S REPORT**

- A) Approve the results of the Pool Bond Vote held January 23, 2024.
- B) 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.

**XIII. SUPERINTENDENT'S REPORT**

**XIV. NOTICES/REMINDERS**

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

**XVI. 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.*

**XVII. 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.*

**XVIII. CLOSING** - Adjournment

**PLANNING SESSION  
MEETING OF THE BOARD OF EDUCATION  
January 23, 2024 – West Islip High School Library**

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

ABSENT: Mrs. Marks

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

ABSENT: Mrs. Morrison

ATTORNEY: None

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Meeting called to order at 7:30 p.m. followed by the Pledge.

There was a moment of silence for Thomas Compitello.

Motion was made by Peter McCann, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve the minutes of the January 3, 2024 Regular Meeting.

ANNOUNCEMENTS:

Dr. Romanelli announced that a letter would be sent tomorrow on 1/24/2024 to Governor Hochul from the Superintendent and Board of Education, regarding potential state aid cuts to Foundation Aid and the negative impact that will be felt by the students of West Islip. This letter is posted on the district website.

PERSONNEL

Motion was made by Peter McCann, seconded by Grace Kelly and carried when all Board members present voted in favor to approve the personnel consent agenda T-1, CL-1, CL-2, CL-3, CL-4, CL-5, and Other as listed below:

ADMINISTRATIVE

**A-1                    PROBATIONARY APPOINTMENT (AMENDED)**

Motion was made by Peter McCann, seconded by Grace Kelly and carried when all Board members present voted in favor to approve ADMINISTRATIVE: PROBATIONARY APPOINTMENT (AMENDED): Dana Musso, Director of Foundational Literacy and MTSS, effective December 4, 2023 through December 3, 2026 (Districtwide; change in date from December 4, 2023 through December 3, 2027).

TEACHERS

**T-1                    REGULAR SUBSTITUTE**

Scott Mattera, Physical Education  
Effective January 24, 2024 through June 30, 2024  
(Paul J Bellew; Step 1A 1; reassigned)

Catherine Seale, Social Worker  
Effective January 24, 2024 through March 13, 2024  
(Oquenock; Step 1A 4; Replacing Erin Harris {LoA})

**TEACHING ASSISTANTS**

**TA-1                    PROBATIONARY APPOINTMENT**

Motion was made by Peter McCann, seconded by Grace Kelly and carried when all Board members present voted in favor to approve TEACHING ASSISTANT: PROBATIONARY APPOINTMENT: Michael Mistretta, Technology, effective January 29, 2024 to January 23, 2028 (Manetuck; Step 1; replacing Caroline Conte {resigned}).

**CIVIL  
SERVICE**

**CL-1                    LEAVE OF ABSENCE, unpaid**

Nicole Jones, Special Education Aide  
Effective November 10, 2023 – November 9, 2024  
(Paul J. Bellew)

**CL-2                    PROBATIONARY APPOINTMENT**

\*MaryAnn Bernstein, Part-Time Food Service Worker  
Effective February 9, 2024  
(High School; \$16.22/hr; replacing Kimberlee Koehler {resigned})

Kayla DiMino, Special Education Aide  
Effective January 16, 2024  
(Beach Street; Step 1; replacing Kathrine Martino {resigned})

\*Vivian Naja, Float Nurse  
Effective February 5, 2024  
(District Wide; Step 1; replacing Angelica Ruden {resigned})

Melissa Schafer, Special Education Aide  
Effective January 24, 2024  
(Paul J. Bellew; Step 1; new position)

**CL-3                    RESIGNATION**

Lisa Baynon, Part-Time Office Assistant  
Effective March 1, 2024  
(Alternative School)

*\*Conditional pending fingerprinting clearance*

**CL-4**                    **SUBSTITUTE CUSTODIAN** (\$16/hr)

Noreen Armstrong, effective January 24, 2024  
Tammy Kossmann, effective January 24, 2024

**CL-5**                    **SUBSTITUTE NURSE** (\$150 per diem)

Bridget Rooney, effective January 24, 2024

**OTHER**

**ALTERNATIVE SCHOOL INSTRUCTORS 2023-2024 (AMENDED)**

Michael Fusaro, Science    2 sections, effective January 29, 2024  
(Replacement for Ashley Smar, Science)

**SUBSTITUTE TEACHER** (\$130 per diem)

Selena Bello, effective January 24, 2024  
Thomas Conza, effective January 24, 2024  
Jamie Doherty, effective January 24, 2024, *student teacher*  
Crista Kane, effective January 24, 2024  
Shannon Keenan, effective January 24, 2024  
Jake LaRocca, effective January 24, 2024  
Abigail Marquardt, effective January 24, 2024  
Kaylee Martin, effective January 24, 2024  
Grace Mineo, effective January 24, 2024  
\*Kathryn O'Farrell, effective January 24, 2024  
Juliette Rogler, effective January 24, 2024  
\*Matthew Sandoval, effective January 24, 2024  
Brianna Siclari, effective January 24, 2024  
Tracy Sirc-Chandler, effective January 24, 2024  
Isaiah Witherspoon, effective January 24, 2024  
Evan Wolff, effective January 24, 2024

**SUBSTITUTE TEACHER RESIGNATION**

James Miraval, effective December 21, 2023  
(District Wide)

**CLUBS/ADVISORS 2023-2024**

**DISTRICTWIDE (AMENDED)**

Combined Elementary Chorus, Sharon Quinlan  
(change in Advisor from Melissa Senatore)

*\*Conditional pending fingerprinting clearance*

Motion was made by Peter McCann, seconded by Grace Kelly and carried when all Board members present voted in favor to approve Contracts: Reach for the Stars Tutoring, Inc. Consultant Services ~ January 1, 2024 – June 30, 2024; South Huntington UFSD Special Education Contract ~ July 1, 2023 – June 30, 2024.

Motion was made by Peter McCann, seconded by Grace Kelly and carried when all Board members present voted in favor to approve resolution: re: the Board of Education hereby suspends Policy #1410 for the January 23, 2024 meeting only and hereby approves Policy #6180 Workplace Violence after the First Reading in order to comply with Labor Law §27-b and its implementing Regulations.

Resolution:

*Be it resolved, that the Board of Education of the West Islip UFSD hereby suspends Policy #1410 for the January 23, 2024 meeting only and hereby approves Policy #6180 Workplace Violence after the First Reading in order to comply with Labor Law §27-b and its implementing Regulations.*

Motion was made by Peter McCann, seconded by Grace Kelly and carried when all Board members present voted in favor to adjourn to Executive Session at 7:43 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:23 p.m. on motion by Peter McCann, seconded by Grace Kelly and carried when all Board members present voted in favor.

Motion was made by Peter McCann, seconded by Grace Kelly and carried when all Board members present voted in favor to approve resolution re: the retirement of James McManus and the WITA Memorandum of Agreement dated January 16, 2024 with the West Islip Teachers Association.

Resolution

*Resolved, The Board of Education hereby approves the memorandum of agreement dated January 16, 2024 with the West Islip Teachers Association and James McManus regarding convertibility of unused sick leave, health insurance declination and retirement, and authorizes the Board President to execute it on behalf of the District.*

Motion was made by Peter McCann, seconded by Grace Kelly and carried when all Board members present voted in favor to approve resolution re: lease agreement between West Islip UFSD and Eastern Suffolk BOCES re: Masera property.

Resolution

*Resolved, The Board of Education hereby approves the lease agreement dated January 23, 2024 with the West Islip UFSD and Eastern Suffolk BOCES regarding the Masera property and authorizes the Board President to execute it on behalf of the District.*

Meeting adjourned at 8:25 p.m. on motion by Peter McCann, seconded by Grace Kelly and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock  
District Clerk

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

PERSONNEL:

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

**TEACHERS**

**T-1                    REGULAR SUBSTITUTE (AMENDED)**

Alessia Tocco, Family and Consumer Science  
Effective September 1, 2023 through March 13, 2024  
(Beach & High School; change in date from September 1, 2023  
through February 8, 2024)

**CIVIL SERVICE**

**CL-1                    PROBATIONARY APPOINTMENT**

\*Kiersten Comer, Special Education Aide  
Effective February 9, 2024  
(Paul J. Bellew; Step 1; replacing Nicole Jones {leave})

\*Maria Crafa, Cafeteria Aide  
Effective February 9, 2024  
(Manetuck; Step 1; replacing Caroline LaManna {resigned})

Peter McAtee, Custodial Worker I  
Effective February 9, 2024  
(High School; Step 1; replacing Keith Beecher {reassigned})

\*Kristen Shaw, Cafeteria Aide  
Effective February 9, 2024  
(Oquenock; Step 1; replacing Sarah Tammone {reassigned})

\*Brynn Vitrano-Stocker, Part-Time Food Service Worker  
Effective February 9, 2024  
(Paul J. Bellew; \$16.22/hr; replacing Maria Vangeli {reassigned})

**CL-2                    RESIGNATION**

Robert Cacace, Bus Attendant  
Effective January 22, 2024  
(Transportation)

**CL-3                    SUBSTITUTE CUSTODIAN (\$16/hr)**

Vladimir Desruisseaux, effective February 9, 2024

**OTHER**

**SUBSTITUTE TEACHER (\$130 per diem)**

Gabriella Guadagno, effective February 9, 2024, *student teacher*  
Danielle Braithwaite, effective February 12, 2024, *leave substitute*

*\*Conditional pending fingerprinting clearance*



OTHER, continued

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

Lifeguards

Noah Blumberg	Jordan Fileti	Tadhg O'Sullivan-Bakshi
Ryder Blumberg	Michael Flynn	Logan Reese
Christopher Bosco	Daniel Gorman	Ava Reynolds
Erick Burciaga	Robert Govier	Peter Roberto
Jayson Carlson	Nils Haugen	Nicholas Ruby
Ryan Cascino	Ariel Hudson	Joseph Saladino
John Charbonneau	Emma Kay	Jack Schaefer
Daniel Clarke	Jake Lella	Andrew Schiano
Charlie DellUniversita	Piper Loveland	James Sinclair
Brandon Disbrow	Matthew Monaco	Peter Soursos
Matthew Dorn	Charlye Nicolosi	Travis Vine
Noah Dumond		

**SPRING 2024 HIGH SCHOOL COACHES**

**UNIFIED BASKETBALL (AMENDED)**

Brandon Cohen, Coordinator  
(Replacement for Ryan Foley)

**SPRING 2024 MIDDLE SCHOOL COACHES**

**SOFTBALL**

Bridgette Capozzoli, 7-8 Beach Coach

**BOYS LACROSSE**

Corey Clifford, Assistant Udall Coach

**BOYS TENNIS**

Craig Perrino, 7-8 Beach/Udall Coach

## **SUBJECT: SCHOOL ADMISSIONS**

All persons over five (5) and under twenty-one (21) years of age who are residents of the district are entitled to attend public schools free of charge if they have not received a high school diploma. The Board of Education will require all new students to present:

1. Verification of age
2. Verification of residency
3. Record of immunizations
4. Record of medical examination

### **Kindergarten**

Students who are legal residents of the School District and who reside with parents or guardians within the School District at the time of the opening day of school must be five (5) years of age or more on December 1 in order to register for kindergarten.

A child who transfers into the School District at any time during the school year may be considered for admission to kindergarten by the Superintendent provided:

1. The parents were not legal residents of the School District on the opening day of school, and
2. The child has been registered and enrolled in kindergarten in the district in which his/her parents were legal residents.

### **Other Grades**

Admission of children to other grades shall involve a consideration of both chronological age and the readiness of the children to do the work of those grades.

### **Proof of Age**

A student's birth certificate or other satisfactory evidence of age shall be presented at the time of initial registration. The child shall be entered under his or her legal name. Such evidence may include:

- Birth certificate
- Passport
- Other documentary evidence in existence for at least two years that is satisfactory to the district.

### **Entrance of Children from Private Kindergarten**

Children who have successfully completed a registered kindergarten program or a kindergarten program listed as substantially equivalent by the Superintendent will be admitted to first grade upon presentation of the usual registration materials and satisfactory evidence of such completion.

Children who have completed kindergarten in non-registered schools, and who fall within the age requirements that would have enabled them to attend a registered kindergarten, ordinarily will be placed in the local school kindergarten when enrolled. The child will be evaluated in the first few weeks to determine further placement. If, in the interest of the child, it would appear best to move the child into first grade, this will be done. Continuation in kindergarten will be on the same basis. Final determination of placement will be the building principal's decision, subject to appeal through the Superintendent and, from there, to the Board.

**SUBJECT: SCHOOL ADMISSIONS, *continued*****Admission of Resident Students**

Under State Law, all persons over five and under twenty-one years of age who are residents of the District are eligible to attend public schools in the District without payment of tuition. Residency requires both one's physical presence as an inhabitant of the District that the intention to reside within the District. For the purpose of applying the Law, a resident shall be defined as:

1. A person whose natural or legally adoptive parents retain legal guardianship and maintain their actual and only residence within the school district boundaries.
2. A person whose legally constituted guardian maintains his actual and only residence within the school district boundaries.

Determination of status shall in all cases be made by the Superintendent of Schools. Proof of legal guardianship shall be required for every new student who is not living with his or her natural or legal (formally adopted) father or mother prior to registration.

Under law, all pupils entering school are required to have a certificate of physical examination and a written statement from a physician certifying that they have received immunization in the form of the required doses and the required boosters against measles, polio, diphtheria, rubella, mumps, varicella (chicken pox), Haemophilus influenza type b (Hib), pertussis, tetanus, pneumococcal disease, and hepatitis B. Effective September 1, 2016, children entering or attending seventh and twelfth grades must receive an adequate dose of vaccine against meningococcal disease. If a student fails to submit proof of immunizations, the student may be admitted to school for 14 days while he or she obtains documentation of the necessary immunizations.

A pupil will be exempted from the above requirements when either:

1. A physician will testify or certify that administering the vaccine to the child is detrimental to his or her health under present conditions; or
2. A health care provider could certify that a particular student has already had varicella or is otherwise immune to the disease.
3. ~~A written statement is subscribed to and affirmed as true by a parent or guardian that the child belongs to a religious organization whose teachings are contrary to the administration of immunizing agents.~~

Ref: Education Law Section 901; 903; 904; 1712, 3202 and 3212  
State Public Health Law Section 2164

*Revised and approved by the Board of Education  
2/27/2024/11/2/2016*

**SUBJECT: IMMUNIZATION OF STUDENTS**

The Board of Education recognizes its responsibility under the Public Health Law to insure that the children under its charge are immunized against measles, polio, diphtheria, mumps, rubella, \*Haemophilus influenzae type b (Hib), hepatitis B, varicella (chicken pox), pertussis, tetanus, and \*pneumococcal disease. Children entering or attending seventh and twelfth grades must receive an adequate dose of vaccine against meningococcal disease. The Board, therefore, requires that a physician's certificate or some other acceptable evidence of immunization be submitted for all children entering and presently attending school.

The Board directs the administration not to permit any child lacking evidence of immunization to remain in school for more than fourteen (14) days, or thirty (30) days for an out-of-state transferee who can show an effort to obtain the necessary evidence or certification. The administration should notify the local health authority of the name and address of the child, as well as to provide the person in parental relation to the child who has been denied admission or attendance, a statement of his/her duty regarding immunization and a consent form prescribed by the Commissioner of Health. The school shall cooperate with the local health authorities to provide a time and place for the immunization of children lacking same.

The only exceptions to this policy are as follows:

- a) ~~If a child whose parent, parents, or guardian hold genuine and sincere religious beliefs which are contrary to the practices required, no certificate shall be required as a prerequisite to such child being admitted or received into school or attending school;~~
- b) If a physician will certify that administering a vaccine to a particular child is detrimental to the child's health, the requirement may be waived by the Board.

A student denied entrance or attendance due to failure of meeting health immunization standards may appeal to the Commissioner of Education.

\* Applicable only to Pre-K, Nursery and Day Care.

Public Health Law Section 2164  
Education Law Section 914

*Revised and approved by the Board of Education*  
*2/27/2021 (1/27/2016)*

**WEST ISLIP UFSD**  
**2023-2024 Budget Transfers - General Fund**  
**School Board Meeting - February 8, 2024**

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4341	01/04/2024	<i>Transfer for additional districtwide locks</i>			
		A 9010.810-999-4499	EMPLOYEE RETIREMENT	3,500.00	
		A 1620.518-999-5854	SUPPLIES, GENERAL: SCHOOL SAFETY		3,500.00
4342	01/12/2024	<i>Transfer for unemployment insurance invoice</i>			
		A 1670.423-999-4199	PRINTING SERVICES-CURRICULUM OFFICE	4,000.00	
		A 9050.870-999-4499	UNEMPLOYMENT INSURANCE		4,000.00
4343	01/12/2024	<i>Transfer for increase of PO 240438 Transfinder</i>			
		A 5540.404-999-5099	CONTRACT CARRIER	60.00	
		A 5510.425-999-5099	SERVICE CONTRACTS		60.00
4344	01/21/2024	<i>Assembly cost for Beach &amp; Udall for presenter Ivan</i>			
		A 2110.485-359-5215	TEXTBOOKS - HS ENGLISH	5,930.00	
		A 5540.406-359-5215	TRANSPORTATION FOR EDUCATIONAL TRIPS - ENGLISH		5,930.00
4345	01/21/2024	<i>Payroll for Bond Vote Workers</i>			
		A 9010.810-999-4499	EMPLOYEE RETIREMENT	1,988.00	
		A 1060.423-109-4499	PROF & TECHNICAL SERVICES		1,988.00
4346	01/21/2024	<i>Services - 2023 Continuing Disclosure obligations</i>			
		A 1420.423-109-4499	LEGAL FEES - RETAINER & PER DIEM	2,460.00	
		A 1420.419-109-4499	LEGAL FEES - FINANCE SERVICES		2,460.00
4347	01/21/2024	<i>Transfer for additional copy paper 23-24 SY</i>			
		A 2110.518-179-9910	SUPPLIES - PJ BELLEW	3,700.00	
		A 2110.516-179-9910	DUPLICATING, MIMEO PAPER - PJ BELLEW		3,700.00
<b>DEBIT/CREDIT TOTALS</b>				<b>21,638.00</b>	<b>21,638.00</b>
<b>NET AMOUNT</b>					

Approved: Paul Romanelli Date: 2/1/24  
 Dr. Paul Romanelli, Superintendent of Schools

DONATION:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amounts of \$500 from ExxonMobil Educational Alliance Program, which have been donated to contribute to the costs associated with the high school science, technology, engineering, or mathematics programs for the students of the West Islip High School.

RESOLUTION: INCREASE 2023-2024 BUDGET

BE IT RESOLVED, that the Board of Education hereby authorize the appropriation budget for the 2023-2024 school year to be increased to \$130,220,833.30, an increase of the \$500 donation from ExxonMobil Educational Alliance Program for the West Islip High School.

# WEST ISLIP UFSD

## FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: Alliance Energy LLC

DONOR ADDRESS: 15 Northeast Industrial Road

DONATION:  Cash or Check     Goods     Service

Please provide a listing of the item(s) to be donated and the related value.

Check #33363 \$500.00

Select the fund and provide the budget code(s) of where the donation should be recorded

General Fund     Extracurricular Fund     Trust & Agency    Budget Code A2705


Anticipated Date of Delivery to the School 01/18/2024

Any related installation costs?     Yes     No    Estimated Annual Cost \_\_\_\_\_  
*If "Yes" please attach approval from Assistant Superintendent for Business.*

Any expected maintenance costs?     Yes     No    Estimated Annual Cost \_\_\_\_\_

Purpose of the donation? \_\_\_\_\_

Which building/department will benefit from the donation? High School

Principal's/Administrator's Signature & Date 

*To be completed by the Business Office*

Board of Education Approval Date \_\_\_\_\_

Budget Adjustment Recorded \_\_\_\_\_

This form is to be filed with the Superintendent by the first of the month, at which time the Board of Education, at the next regular meeting, will act upon the donation. No item may be accepted as a donation or gift, nor may any item be installed on school premises, prior to the BOE accepting the gift or donation.

*Those considering making gifts to the District should note that the District can assume no responsibility for the accuracy of estimates or their assigned to the donated item(s). Donors should also note that while the District will attempt to comply with any stated preferences of the donor(s) relative to the use of the item(s) by a particular program(s) school, etc., it must nevertheless reserve the right to manage, sell or reallocate such gifts as it deems appropriate so as to best serve the interests of the District.*

Alliance Energy LLC 15 Northeast Industrial Road Branford CT 06405

0033363

Date	Location	Reference	Gross Amount	Discount	Net Amount
12/07/23	9900	31891	500.00	0.00	500.00
Check Date 01/04/24	Vendor: Number - Name 9461 - WEST ISLIP SENIOR HIGH SCHOOL		500.00	0.00	500.00

Alliance Energy LLC  
15 Northeast Industrial Road  
Branford, CT 06405

52-153  
112  
Bank of America  
MA

Check Date	Check No.	Check Amount
01/04/24	0033363	*****500.0

Five Hundred Dollars

To The Order Of WEST ISLIP SENIOR HIGH SCHOOL  
1 LIONS PATH  
WEST ISLIP, NY 11795

*Gacy Brooks*

VOID AFTER 180 DAYS

Authorized Signature

⑈0033363⑈ ⑆011201539⑆ 0022 2007 6594⑈





To our locally nominated school,

Congratulations!

It gives all of us at Global Partners great pleasure to share with you the enclosed **\$500 grant** through our partnership with the ExxonMobil Educational Alliance Program. Your school was nominated through our collaboration as the local ExxonMobil distributor and your local ExxonMobil station.

These grants are given yearly to selected schools to use in Science, Technology, Engineering, or Mathematics (STEM) programs. It is an honor for us to be able to provide this grant to your school to help make a difference in your programming.

We would appreciate it if you could take a photo of your team putting this grant into action, or better yet, sharing an "Aha Moment" video or story with us to the **BPC Team** at [bpcteam@globalp.com](mailto:bpcteam@globalp.com). We would be thrilled to learn of your story!

On behalf of Global Partners and your local ExxonMobil station, we would again like to say congratulations and good luck in the coming year!

If you have any questions, please send us an email at [BPCTeam@globalp.com](mailto:BPCTeam@globalp.com)

Sincerely,

Global Partners LP  
800 South Street, Suite 500  
Waltham, MA 02454-9161

**Please find the enclosed check to be cashed prior to**

**February 29<sup>th</sup>, 2024.**

**Uncashed checks may be voided by March 1<sup>st</sup>, 2024.**



**HEALTH AND WELFARE SERVICES AGREEMENT 2023-2024**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Board of Education of the WEST ISLIP Union Free School District (hereinafter "WEST ISLIP"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, NY 11795, and the Board of Education of the Farmingdale Union Free School District (hereinafter "FARMINGDALE"), having its principal place of business for the purpose of this Agreement at 50 Van Cott Avenue, Farmingdale, New York 11735.

W I T N E S S E T H

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

WHEREAS, certain students who are residents of the WEST ISLIP School District are attending non-public schools located in FARMINGDALE,

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

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

1. The term of this Agreement shall be from September 1, 2023 through June 30, 2024 inclusive, unless terminated early as provided for in this Agreement.
2. FARMINGDALE warrants that the health and welfare services will be provided by licensed health care providers. FARMINGDALE further represents that such services shall be performed by health care providers that are properly licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. FARMINGDALE further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, statutes, rules, and regulations, including but not limited to, Section 912 of the Education Law, as well as established policy guidance from the New York State Education Department, and the student's IEP, if applicable. FARMINGDALE 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. FARMINGDALE 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 FARMINGDALE shall be consistent with the services available to students attending public schools within FARMINGDALE; and may include, but are not limited to:
  - a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
  - b. dental prophylaxis,
  - c. vision and hearing screening examinations,
  - d. the taking of medical histories and the administration of health screening tests,
  - e. the maintenance of cumulative health records, and
  - f. the administration of emergency care programs for ill or injured students.

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

5. In exchange for the provision of health and welfare services pursuant to this Agreement, WEST ISLIP School District agrees to pay FARMINGDALE the sum of \$1,350.84 per eligible pupil for the 2023–2024 school year.
6. WEST ISLIP School District shall pay FARMINGDALE within thirty (30) days of WEST ISLIP School District's receipt of a detailed written invoice from FARMINGDALE. 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, FARMINGDALE shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by WEST ISLIP School District 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, FARMINGDALE shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by WEST ISLIP School District shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. FARMINGDALE shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either WEST ISLIP School District or FARMINGDALE'S compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant

to this Agreement in accordance with the record retention requirements for such materials and records.

11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and information protected by the Family Educational Rights and Privacy Act (FERPA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA, to the extent applicable.
12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement and/or by law. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA).
13. FARMINGDALE shall comply with all applicable provisions of the 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. All persons providing services to students pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
14. Termination: This Agreement may only be terminated in accordance with applicable law.
15. Defense / Indemnification:
  - a) FARMINGDALE agrees to defend, indemnify and hold harmless the WEST ISLIP School District, its Board of Education, Board members, officers, directors, agents, representatives, and/or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of FARMINGDALE, its Board of Education, Board members, officers, directors, agents, representatives, and/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.
  - b) WEST ISLIP School District agrees to defend, indemnify and hold harmless FARMINGDALE, its Board of Education, Board

members, officers, directors, agents, representatives, and/or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the WEST ISLIP School District, its Board of Education, Board members, officers, directors, agents, representatives, and/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.

16. Neither party will discriminate against any individual because of his/her race, creed, color, sex, sexual orientation, national origin, military status, religion, age, disability, predisposing genetic characteristics or marital status.
17. 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:

FARMINGDALE: Attention: Superintendent of Schools  
Farmingdale UFSD  
50 Van Cott Avenue  
Farmingdale, NY 11735

WEST ISLIP: Attention: Superintendent of Schools  
WEST ISLIP UFSD  
100 Sherman Avenue  
West Islip, NY 11795

18. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
19. 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.
20. 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.
21. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
22. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.

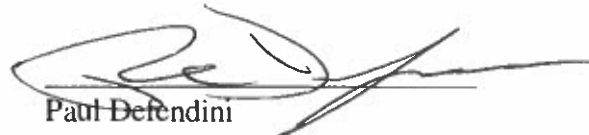
- 23. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 24. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
- 25. It is mutually agreed that this Agreement shall not become valid and binding upon either party until the Agreement is approved by the parties' respective Superintendents of Schools and Boards of Education.

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

WEST ISLIP UNION FREE  
SCHOOL DISTRICT

FARMINGDALE UNION FREE  
SCHOOL DISTRICT

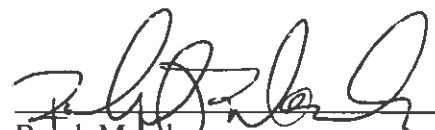
\_\_\_\_\_  
Superintendent of Schools

  
Paul Defendini  
Superintendent of Schools

WEST ISLIP UNION FREE  
SCHOOL DISTRICT

FARMINGDALE UNION FREE  
SCHOOL DISTRICT

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

  
Ralph Morales  
President, Board of Education



**Farmingdale Union Free School District**

50 Van Cott Ave  
Farmingdale, NY 11735

**INVOICE**

**10908**

Invoice Date 01/24/2024  
Customer No. 435

<b>Customer / Bill To:</b>
West Islip UFSD Elisa Pellati, Assist. Supt. for Business 100 Sherman Avenue West Islip, NY 11795

<b>Remit To:</b>
Farmingdale Union Free School District 50 Van Cott Ave Farmingdale, NY 11735 <b>ATTN: Business Office</b>

Phone	Fax	E-Mail Address	Terms	Invoice Amount
(516) 434-5140	(516) 752-1451			1,350.84

Items / Services	Cost Basis	Quantity	Unit Price	Amount
H & W Svcs. w/ Clerical Health & Welfare Services for (1) student attending Bethesda S.D.A. Elementary during the 2023-2024 school year	STUDNT	1.00	1,350.840	1,350.84

**TOTAL: 1,350.84**

DETACH HERE AND SEND WITH PAYMENT

**West Islip UFSD**  
Elisa Pellati, Assist. Supt. for Business  
100 Sherman Avenue  
West Islip, NY 11795

Invoice No. 10908  
Invoice Date 01/24/2024  
Customer No. 435

**Total Due: \$1,350.84**

**Mail Payments To:**

Farmingdale Union Free School District  
50 Van Cott Ave  
Farmingdale, NY 11735  
**ATTN: Business Office**

Amount Enclosed:
------------------

## AGREEMENT

This Agreement is entered into this 1<sup>st</sup> day of September, 2023 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, 11795 and Oyster Bay-East Norwich 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, 2023, through June 30, 2024 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.

- 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:

- 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.
- 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.
- 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 A.M. 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 supercedes 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  
SCHOOL DISTRICT

West Islip Public Schools  
SCHOOL DISTRICT

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

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

Date: 12/12/23

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

# WI

## WEST ISLIP UNION FREE SCHOOL DISTRICT

100 Sherman Avenue • West Islip, NY 11795  
TEL: 631.930.1510 FAX: 631.893.3223

Food Services Department  
Melanie Steinwies  
Director of Food Services

### MEMORANDUM

TO: Elisa Pellati  
FROM : Melanie Steinweis  
DATE: 1/19/2024  
RE: Excess/Auction of old equipment

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Please see the below list of equipment that I would like to submit for excess/auction.

Thank you,

Equipment	Asset Tag Number	Location	Reason for Excess
3-Door Reach-in Freezer	000170	Manetuck Elementary School	Nonfunctional (broken)



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

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**TO:** Elisa Pellati  
**FROM:** Lauren Lay  
**DATE:** December 2023  
**RE:** Udall Surplus

I am requesting the surplus of books from the Udall ELA Book Room.  
These materials are in poor condition or are no longer used in the curriculum.

Total Copies Surplused: 500

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

Cc: Dr. Marquardt, Andrew Moschetto



**Lauren Lay**  
**Director of Secondary ELA, ENL & Library Media**  
West Islip School District  
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**TO:** Elisa Pellati  
**FROM:** Lauren Lay  
**DATE:** January 2024  
**RE:** Beach Library -Weeding

I am requesting the surplus of weeded books in the library collection from the Beach Street Middle School Library. These materials are in poor condition or are no longer relevant.

Total Copies Weeded: 161

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

Cc: Lisa Cosgrove, Andrew O'Farrell

**WEST ISLIP UNION FREE SCHOOL DISTRICT**

**POOL BOND VOTE RESULTS**

**JANUARY 23, 2024**

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Number of Ballots Cast Including Absentee Ballots: 1,086

**POOL BOND VOTE**

YES 856

NO 230