

# AGENDA



## PLANNING SESSION OF THE BOARD OF EDUCATION

March 25, 2025  
7:30 p.m.

Beach Street Middle School  
17 Beach Street

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

**A G E N D A**  
**PLANNING SESSION OF THE BOARD OF EDUCATION**  
**March 25, 2025**

*Beach Street Middle School*

*West Islip, New York*

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- I. CALL TO ORDER
- II. QUORUM COUNT
- III. MINUTES: A motion is needed to approve the minutes of the March 13, 2025 Regular Meeting
- IV. ANNOUNCEMENTS
- V. PERSONNEL
- VI. PRESIDENT'S REPORT
  - A. Approval of Contracts
    - 1. Half Hollow Hills Central School District Health Services 2024-2025
    - 2. Smithtown Central School District Health Services 2024-2025
    - 3. Erie 1 BOCES ~ Opt-In Agreement (Education Law 2-d) Campus and School Agreement, Google Workspace for Education Services ~ Amendment No. 4 ~ through June 30, 2026
  - B. Approval of Bid Extensions 2025-2026
    - 1. #2402 Madison Avenue Construction Corp.
    - 2. #2403 Asplundh Tree Expert, LLC
    - 3. #2404 Cardinal Control Systems
    - 4. #2406 Long Island Geese Control
    - 5. #2408 Winters Bros. Hauling of Long Island, LLC
    - 6. #2410 Nature Plus Pest Control Inc.
    - 7. #2411 Dynasty Elevator Corp.
    - 8. #2413 Fitzgerald's Driving School, Inc.
  - C. Approval of Surplus
    - 1. Miscellaneous Books ~ Udall Road Middle School
  - D. Policy
    - 1. Second Reading No. 7218 Class Ranking / Weighting of Grades
    - 2. Second Reading No. 3290 Operation of Motor-Driven Vehicles on District Property
    - 3. Second Reading No. 3310-R School District Records Regulation
    - 4. Second Reading – New Policy No. 1140 Ex. Officio Student Member of the Board
    - 5. Second Reading – New Policy No. 5684 Extreme Heat Condition Days
- VII. EXECUTIVE SESSION: *The Board will adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will reconvene/ act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.*
- VIII. CLOSING – Adjournment

**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**March 13, 2025 – Beach Street Middle School**

PRESENT: Mr. Tussie, Mrs. Brown, Mr. Antoniello, Mrs. Kelly, Mrs. Marks, Mr. McCann

ABSENT: Mr. Bedell

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

ABSENT: None

ATTORNEY: Mr. Volz

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

ANNOUNCEMENTS

Mr. Tussie put on record the following informative statement:

“One of the questions that we are constantly being asked is where are all the excess funds that Newsday reported on four years ago. The Newsday article again is something that we still hear about and it refers to the OSC audit that the district received in the 2021 school year period. The district spent an average of over 95% of its budget in many environments. Keeping within these budget constraints would be admirable however, schools are held to a stricter measure and must remain within 4%. The COVID-19 pandemic introduced significant uncertainty and when preparing the 2021 budget, the state at the time, threatened to withhold up to 20% of state aid. In response, West Islip planned for a 10% reduction in aid and allocated additional funds from reserves. However, the anticipated cuts did not occur and the extra state aid was placed in reserves for future use. The district agreed with the OSC’s finding that the Workers Compensation Fund and unemployment reserves were overfunded largely due to the unpredictability of COVID-19. As more information became available, the district reduced the 2022-2023 budget expenditures for these reserves and appropriated \$250,000 to cover anticipated costs. Excess funds from these reserves, along with additional funds from the ERS Reserve, were used to establish a new capital reserve approved by the community in the May 2022 vote. In January 2023 voters also approved a districtwide air conditioning project to be funded from the new capital reserve. The district’s financial decisions including reserve management and budget planning have been focused on sustainability and adaptability to external challenges ensuring that the resources are available and allocated effectively when needed. In addition to all of this, we have both internal and external auditor procedures in place and all reports are published publicly on our website. Another question - why doesn't the district take back a building if space is an issue for UPK? While expanding our district with a new school building is an exciting prospect it is important to consider the financial implications carefully. At this time opening a new building is not financially responsible due to several factors such as ongoing expenses beyond initial costs. Maintaining and operating a new facility involves substantial ongoing expenses including staffing, salaries, health insurance, utilities and maintenance. Budget constraints - our district faces budgetary limitations and must prioritize essential services and programs that directly impact student learning and well-being. In times of economic uncertainty it is crucial to maintain financial flexibility and reserves to address unforeseen challenges. By focusing on and maximizing use of our existing facilities and resources, we can ensure financial stability and continue to provide high quality education without overextending our budget. Why is the district paying \$5,400 a kid to send them to South Shore Children’s Center? The district is not paying \$5,400 per student, instead we are taking the money we receive as part of a Federal Grant and we are sending that to South Shore Children’s Center. The Board of Education decided to subsidize the cost of an extra 11 students this year which would max out the building capacity. We did not have to do this but this is something we opted to do. Why did the district stop budgeting for Pre-K students? The district receives a finite amount of funding for a certain number of students, in our case it is 213. If we had maintained an enrollment number at or below that amount we would have continued to provide this opportunity for all students. As enrollment has escalated this is becoming unsustainable due to budgetary constraints, in-house salary benefits, etc. and of course most importantly our building space. Our increased enrollment has made it impossible to house Pre-K students at our elementary buildings which is why the decision has been made. People ask what can we and what can we not spend our reserve money on? Different reserves

are allocated for different items. For example the Employee Benefits and Liability Reserve was utilized this year to fund a terminal payout for retiring employees as a long-term cost saving measure. Due to the availability of these funds we were able to secure 23 retirements over the next two years not utilizing any District funds or affecting our budget. These funds for example could not have been used to purchase a reading program as that is not an eligible expense. We have also had questions about our pool Bond and our internal transfer to Capital. In January 2024, the community approved the bond proposition for approximately \$13.8 million to fund the renovation and expansion of our high school pool. The district is currently waiting on approval from New York State Education Department and expects to begin the bidding process in April 2025. Thanks to careful financial planning, the pool renovation will not result in any additional increase in taxes, instead the pool project will be funded through the bond and will be cost neutral for all taxpayers. The new pool debt will cost about 1.3 million each year according to estimates from our financial advisors. One of our existing debts was paid off in June 2024 so instead of the overall debt service decreasing until the new pool debt comes due, the district budgeted 1.3 million in the 2024-2025 budget under the internal transfer to capital line. This will fund one-time capital projects including updating six ball fields across the district, repairing sidewalks and steps district-wide and adding additional parking spaces at Manetuck and Oquenock Elementary Schools. These inter-fund capital projects will not only benefit our schools and community but the cost of these projects will act as a placeholder until the first payment for the new pool debt is due in the 2026-2027 school year. In the 2025-2026 budget, the district will again budget for this one-time capital project as a placeholder for pool debt. Starting in the 2026-2027 school year we will budget for the new pool debt and will no longer budget for the one-time capital projects. The tax cap has been in effect for school districts since the 2012-2013 school year. It limits how much the district can increase taxes based on a formula set by the Office of the State Controller. Despite the challenges of high inflation in recent years, for example 2022-2023 school year was a 4.7 inflation factor, followed by an 8% inflation factor and followed by another 4.12% inflation factor, despite all that, the district has never pierced the tax cap and we have always stayed within our allowable tax limit. Hopefully these statements and these questions have been thoroughly answered. If there are any concerns or questions about anything, every single board member up here respectfully requests that you reach out to us. We all know the popularity of Facebook however, too often misinformation is spread on Facebook and what bothers me the most is that as an adult and an educator of 25 years, if there's one thing I try to teach my students it's how to access reliable information and teach them what is reliable and what is not and I'd like to think that other adults would know the difference in that Facebook and with all due respect to West Islip Moms, is not a reliable source of information. Please email us. Email contact information can be found on the district website. Thank you very much."

### Student Representative Report

Taylor Riley and Krista Williams spoke about how successful P.S. I Love You Day was this year and reported that and founding member Brook Di Palma spoke at the annual assembly. Ms. DiPalma spoke about how she created the organization 14 years ago and how has grown globally since then. The students who attended the Africa educational trip to Eswatini even celebrated P.S. I Love You Day. There will be a corn hole tournament against the senior residents at Our Lady of Consolation in West Islip on Wednesday, April 23<sup>rd</sup>. We are in need of 20 students. It is going to be one of our best activities we do this year.

Sophia Marker ~ Ms. Marker spoke about the trip to Eswatini and the most impactful takeaway for her was seeing how hard life in Eswatini is for many people. She stated that about 27% of the country does not have access to clean water.

Dana Shi ~ Ms. Shi stated that the turning point on the trip was visiting the orphanage and the children's curiosity and excitement, despite constantly facing challenges, reminded her of the true meaning of service. They showed her that impact isn't always about what you bring but how you show up. These moments made her want to continue working on projects with them.

Julianna Locrotondo ~ Ms. Locrotondo stated that overall the trip to Africa was such an incredible experience and she is so fortunate to have been able to experience this and she will always remember the impact that we make on people and just how important community is.

Olivia Locrotondo ~ Ms. Locrotondo stated that the trip was the best experience of her life and one of the most impactful moments for her was visiting the primary school and seeing how different the classrooms are. There is only one source of water in the entire school and it made her realize how privileged and lucky we are with everything we have in our schools.

Alexcia Ruisi ~ Ms. Ruisi stated that she was able to experience a different culture where they saw daily challenges that most of us have not been exposed to and how they overcame them. They were encouraged to embrace the culture which involved them being including in their celebration in song and dance when the water well was built. She stated it was an amazing experience and she will forever carry this experience throughout the rest of her life.

Austin Hayes ~ Mr. Hayes stated the trip was life-changing and he will never forget it. Specifically, he will remember visiting the primary schools and how the principal introduced them as the American students from the superpower America. He found it interesting how their country and developing countries like them learn about our country as if that is what they should become.

Krista Williams ~ Ms. Williams stated that she is very grateful to have been a part of this trip. She has been a part of Thirst Project for all four years of high school. She said that being able to see what her money, hard work and dedication over these four years worked towards is amazing. They visited three or four water sites that West Islip has funded and were able to see the old water sources. The goal is to raise funds to be able to donate another water well. The project year to date has raised \$8,000 towards the goal of \$12,000. There will be a few upcoming fundraisers to help reach this goal.

Mr. Tussie thanked Mrs. Ferruzzi & Mrs. Nohowec for providing the students with this opportunity and looking out for their safety and well-being.

Dr. Romanelli thanked the students and advisors for all the hard work that the Thirst Project has done over the years and stated how proud he is of the students representing West Islip abroad.

Alexcia Ruisi and Austin Hayes requested to gain support and recognition for the community to bring a club to the West Islip School District named West Islip Light which stands for Learn, Inspire, Grow, Help and Transform. The goal of this club is to bring awareness to unspoken hardships students may face growing up and to empower these students.

Mr. Tussie stated that it this concept and idea is just another testament to the students of West Islip and what they all want to do not just for themselves but for other people. Mr. Tussie stated that a written proposal will need to be submitted to Mr. O'Farrell for approval.

William Tarpey ~ Mr. Tarpey is currently enrolled in Machining Principal of Engineering and Welding and is currently actively participating in the Robotics Club. These experiences have reinforced his role in engineering and shaped his future. They reinforced his passion for engineering, specifically civil engineering which provides him with problem solving design and manufacturing skills. Mr. Tarpey stated that the technology department has been instrumental in preparing him for his future and hopes that other students have the ability to benefit as he has.

Aidan Sapoff ~ Mr. Sapoff spoke about all the different technology classes that he has taken and reported that he has recently started working at an internship for machining. He stated he knows that he wants to continue his career in engineering. He is currently committed to Maritime for Marine Engineering and will continue this career as a U.S. Marine becoming a combat engineer. All of the technology classes have led him to follow a great career path. Mr. Sapoff gave a big thank you to Mr. Buonomo and Mr. Burns for all their support.

Mrs. Morrison extended a thank you to Aidan and William for coming this evening to share their experience with us and also gave a shout out to Mr. Buonomo and Mr. Pope for all the great work going on in our CTE courses at the high school. Mrs. Morrison acknowledged another source of pride for West Islip as the Foundational

Literacy Program which has expanded over the past five years where we are now at the forefront on Long Island in regard to our instruction practices. Mrs. Morrison showed a virtual presentation created by some of the K-3 students showing us what they know. Mrs. Morrison took the opportunity to acknowledge the hard work going on in all of our classrooms. The classroom teachers, students and administrative team work day in and day out to continue to challenge the students and provide them with amazing foundational literacy instruction. Mrs. Morrison thanked Mrs. Musso and Mrs. Crouch for putting together this amazing presentation.

Dr. Romanelli gave a special shout out to Dr. Kiley-Rendon for all his work across the district and for being at the forefront of working to incorporate Artificial Intelligence in our schools. A video presentation was played to highlight some of the work that has been going on.

Mr. Tussie stated that there are a lot of good things going on in the district and stated everyone should be proud to live in this community.

APPROVAL OF MINUTES

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the minutes of the February 25, 2025 Planning Session.

PERSONNEL

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve consent agenda T-1 as listed below:

TEACHERS

**T-1**

RETIREMENT

Pamela Hergerton, Special Education  
Effective June 30, 2025  
(30 years)

James Kraus, Music  
Effective June 30, 2025  
(36 years)

Darlene Squillante, Elementary  
Effective June 30, 2025  
(26 years)

Janet Renganeschi, Elementary  
Effective July 1, 2025  
(30 years)

Gregory Ziems, Art  
Effective July 1, 2025  
(30 years)

Tina Schaefer, English  
Effective August 19, 2025  
(32 years)

**T-1, continued**

**RETIREMENT, continued**

Patricia Portnoy, Business  
Effective September 3, 2025  
(28 years)

Lynette Lutz, Elementary  
Effective September 11, 2025  
(27 years)

Dawn Morgan, Business  
Effective October 1, 2025  
(30 years)

Nancy Hedemark, World Languages  
Effective June 30, 2026  
(21 years)

John Lavery, Elementary  
Effective June 30, 2026  
(28 years)

Maura Maynard, English  
Effective June 30, 2026  
(23 years)

Janis McManus, Elementary  
Effective June 30, 2026  
(33 years)

Theresa Mercado, Special Education  
Effective June 30, 2026  
(18 years)

Robin Napolitano, Reading  
Effective June 30, 2026  
(31 years)

Erika Nolan, English  
Effective June 30, 2026  
(28 years)

Camille Persico, Music  
Effective June 30, 2026  
(30 years)

Mary Berger, Elementary  
Effective July 1, 2026  
(37 years)

Amy Harvey, Elementary  
Effective July 1, 2026  
(33 years)

**T-1, continued**

**RETIRMENT, continued**

Eugenia Infantino, Science  
Effective July 1, 2026  
(22 years)

Edward McNamara, Social Studies  
Effective July 1, 2026  
(31 years)

Kevin Murphy, Social Studies  
Effective July 1, 2026  
(32 years)

Jayne Traver, English  
Effective July 1, 2026  
(26 years)

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve consent agenda T-2, T-3, CL-1, CL-2, CL-3, CL-4, and Other as listed below:

**T-2**

**CHILD-REARING LEAVE OF ABSENCE (unpaid)**

Marissa Villani, Special Education  
Effective April 15, 2025 through June 30, 2025  
(Beach Street)

**T-3**

**REGULAR SUBSTITUTE**

Rebecca Schwartz, Special Education  
Effective March 3, 2025 through June 30, 2025  
(Beach Street; Step 1A BA; replacing Marissa Villani {LOA})

**CIVIL SERVICE**

**CL-1**

**RESIGNATION**

Mary Spilabotte, Part-Time Food Service Worker  
Effective February 25, 2025  
(Bayview)

**CL-2**

**RETIREMENT**

Jodi Schwartz, Paraprofessional  
Effective June 30, 2025  
(23 years)

Rosalie Vecchione, Paraprofessional  
Effective June 30, 2025  
(21 years)

**CL-3**

**SUBSTITUTE GUARD (\$20.74/hr.)**

Joseph Kennedy, effective March 14, 2025



**CL-4**                    **SUBSTITUTE OFFICE ASSISTANT** (\$20/hr.)

\*Janel Sylvester, effective March 13, 2025

**OTHER**

**BOYS TRACK**

Matthew Sullivan, Per Diem Assistant Varsity Coach

*\*Pending fingerprinting clearance*

**CURRICULUM REPORT**

Mrs. Morrison stated that the district is in the second year of a MTSS grant with the New York State Education Department. The grant allows for improvement to our MTSS process including tier one instruction and literacy interventions. The grant facilitator has acknowledged the district as a district that is doing great work and has asked the district to present the progress throughout the duration of the grant process with other school districts across the state. Mrs. Morrison extended her thanks to Mrs. Musso, elementary principals, and building level team members for their investment over the past two years in this process.

Mrs. Morrison stated that the 4<sup>th</sup> and 5<sup>th</sup> graders at Paul J. Bellew Elementary recently held a geography bee where they completed against each other's knowledge in regards to land forms, countries, capitals, and landmarks. Mrs. Morrison congratulated the top geography masters Niko Rakamaric, Gianna Bacchi, and Everly O'Neill.

Mrs. Morrison stated that West Islip recently received a Silver Level of Distinction for last school year's AP results. This distinction is based on the number of students that take the test and receive a score of three or higher as well as the percentage of students that take five exams or more in four years. Mrs. Morrison congratulated the AP student and teachers on this important recognition and is looking forward to striving and celebrating a gold level of distinction for the current school year.

**REPORT OF COMMITTEES**

**Health & Wellness Committee:** Grace Kelly reported on the meeting that was held on 3/11/2025. Items reviewed included finance report; 5<sup>th</sup> and 6<sup>th</sup> grade volleyball tournament being held on 3/14/2025 and 3/15/2025; mental health 5K run series; and 2025 annual glow run taking place November 2025. Mrs. Kelly stated that due to increasing costs, the Health and Wellness newsletter will now be shared via ParentSquare.

The Health and Wellness Committee will award two \$500 scholarships for deserving seniors. The application deadline is 4/15/2025 and the scholarships will be awarded at the West Islip High School Scholarship Awards night on 6/12/2025.

**Buildings & Grounds Committee:** Peter McCann reported on the meeting that was held on 3/11/2025. Items reviewed included capital improvement project for keyless card readers; BOCES Masera parking lot and kitchen renovation bids which will be paid for by BOCES; Westbrook and Oquenock's baseball field improvements; Manetuck's gym floor replacement, which was covered by NYSIR insurance claim, due to water damage; the high school pool bid, which should be awarded by May; and safety of Westbrook's parking lot and walkways.

**Education Committee:** Richard Antonello reported on the meeting that was held on 3/11/2025. Items reviewed included presentation of Artificial Intelligence; and Mastery Learning and Equitable Grading Practices.

**Finance Committee:** Christina Marks reported on the meeting that was held on 3/11/2025. Items reviewed included treasurer's report; school district funds for January; extra-curricular funds for December; payroll summary and financial

statements for January; internal claims audit report and system manager audit trail for February; payroll certification for 2/5/2025 and 2/19/2025; review of warrants; review of board agenda finance items which include approval of budget transfers; approval of resolutions; approval of 2024-2025 Special Education Services Contract and approval of bids.

Policy Committee: James Cameron reported on the meeting that was held on 3/11/2025. Items reviewed included revisions for first reading of Policy 7218 Class Ranking/Weighting of Grades; Policy 3290 Operation of a Motor Vehicle on District Property; Policy 3310-R Public Access to Records; new policies for consideration which include Policy 1140 Ex-Officio Student Member of Board; and Policy 5684 Extreme Heat Condition Days.

Special Education Committee: Debbie Brown reported on the meeting that was held on 3/11/2025. Items reviewed included IEP, CSE and CPSE recommendations from respective committees and will be approved at this evening's meeting. Ms. Dowling reported that annual reviews have officially begun and the success of the department's recent CPSE and CSE transition. Ms. Dowling also reported on the ongoing partnership with PM Pediatrics which has been a very valuable resource for our students.

Mrs. D'Amico joined for the non-confidential portion of the meeting. Items discussed included ways to utilize a \$5,000 grant that Mrs. D'Amico secured for Creative Kindness. SEPTA Bowl will be held on 4/5/2025 at 7:00 p.m.

#### FINANCIAL MATTERS

Motion was made by Debbie Brown, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve 2024-2025 General and School Lunch Fund budget transfers # 4474-4482.

Motion was made by Debbie Brown, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve Contract: Sayville Union Free School District Special Education Services 2024-2025.

Motion was made by Debbie Brown, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve resolution re: Donation from West Islip High School PTSA ~ 10 West Islip High School flags, 10 American flags, and 15 flagpoles and brackets ~ Value approximately \$2000.

#### DONATION

*WHEREAS, the West Islip Union Free School District is in receipt of 10 West Islip High School flags, 10 American flags and 15 flag poles and brackets valued at approximately \$2,000 from the West Islip High School PTSA, which has been donated to the West Islip High School.*

Motion was made by Debbie Brown, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve bid: Base Bid GC-1 W.J. Northridge Corporation \$1,028,740.00 General Construction - Kitchen Renovations at the Masera Middle School.

Motion was made by Debbie Brown, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve bid: Base Bid GC-1 Stasi General Contracting \$545,000.00 General Construction – New Parking Lot at the Masera Middle School.

#### PRESIDENT'S REPORT

Motion was made by Debbie Brown, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve Reorganizational Meeting Date ~ July 2, 2025 at 7:30 p.m. at Beach Street Middle School.

Motion was made by Debbie Brown, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve Consultant Services Contract for Vincent Alongi Photography 2024-2025.

Motion was made by Debbie Brown, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve resolution re: Notice of Public Hearing, Budget Vote and Election of the West Islip UFSD Suffolk County, New York.

NOTICE OF PUBLIC HEARING, BUDGET VOTE AND ELECTION  
OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT  
SUFFOLK COUNTY, NEW YORK

NOTICE IS HEREBY GIVEN, that a Public Hearing of the qualified voters of the West Islip Union Free School District, Town of Islip, Suffolk County, New York, will be held in the Beach Street Middle School, in said district on May 6, 2025 at 6:30 p.m., prevailing time, for the transaction of business as authorized by the Education Law, including the following items:

1. To present to the voters a detailed statement of the amount of money which will be required for the 2025-2026 fiscal year.
2. To discuss all the items hereinafter set forth to be voted upon by voting machines at the Budget Vote and Election to be held on Tuesday, May 20, 2025.
3. To transact such other business as may properly come before the meeting pursuant to Education Law of the State of New York and acts amendatory thereto.

AND FURTHER NOTICE IS HEREBY GIVEN that a copy of the statement of the amount of money which will be required to fund the School District's budget for 2025-2026, exclusive of public moneys, may be obtained by any resident of the District beginning April 29, 2025, between the hours of 8:00 a.m.- 4:00 p.m., prevailing time, except Saturday, Sunday or holidays at the Office of the District Clerk, 100 Sherman Avenue, West Islip, NY 11795, at the West Islip Public Library and on the District's internet website.

AND FURTHER NOTICE IS HEREBY GIVEN, that said Budget Vote and Election will be held on Tuesday, May 20, 2025, in the West Islip High School, between the hours of 7:00 a.m.-9:00 p.m., prevailing time, at which time the polls will be opened to vote by voting machines upon the following items:

1. To adopt the annual budget of the School District for the fiscal year 2025-2026 and to authorize the requisite portion thereof to be raised by taxation on the taxable property of the District.
2. To elect (3) members of the Board of Education for a three-year term commencing July 1, 2025, and expiring on June 30, 2028 to fill the positions held by Grace Kelly, Christina Marks and Peter McCann, whose terms expire on June 30, 2025.
3. To authorize the West Islip Union Free School District to undertake a capital project to enhance security at the high school by installing electronic locks and card access readers for all classrooms and bathrooms, at an estimated cost not to exceed \$700,000 and to appropriate and expend up to \$700,000 from the General Capital Reserve Fund II for this purpose.

AND FURTHER NOTICE IS HEREBY GIVEN, that pursuant to Section 495 of the Real Property Tax Law, the School District is required to attach to its proposed budget an exemption report. Said exemption report, which will also become part of the final budget, will show how the total assessed value of the final assessment roll used in the budgetary process is exempt from taxation, list every type of exemption granted by the statutory authority, and show the cumulative impact of each type of exemption, the cumulative amount expected to be received as payments in lieu of taxes (PILOT) and the cumulative impact of all exemptions granted. In addition, said exemption report shall be posted on any bulletin board maintained by the District for public notices and on any website maintained by the District.

AND FURTHER NOTICE IS HEREBY GIVEN, that petitions nominating candidates for the office of member of the Board of Education shall be filed with the Clerk of said School District at her office in 100 Sherman Avenue, West Islip, NY 11795, not later than April 21, 2025, between 9:00 a.m. and 5:00 p.m., prevailing time. Each petition shall be directed to the Clerk of the District; must be signed by at least thirty-one (31) qualified voters of the District (representing 2% of the number of voters who voted in the 2024 annual election), Vacancies on the Board of Education are not considered separate, specific

offices; candidates run at large. Nominating petitions shall not describe any specific vacancy upon the Board for which the candidate is nominated.

AND FURTHER NOTICE IS HEREBY GIVEN, that personal registration of voters is required either pursuant to Section 2014 of the Education Law, or pursuant to Article 5 of the Election Law. If a voter has heretofore registered pursuant to Section 2014 of the Education Law and has voted at an annual or special district meeting within the last four (4) calendar years, he or she is eligible to vote at this election. If a voter is registered and eligible to vote under Article 5 of the Election Law, he or she is also eligible to vote at this election. All other persons who wish to vote must register.

AND FURTHER NOTICE IS HEREBY GIVEN, the voters may register with the Clerk of said School District at her office in the District Administration Office, 100 Sherman Avenue, West Islip, NY 11795, between the hours of 7:00 a.m. - 3:00 p.m. when school is in session at any day on or before May 15, 2025 to add any additional names to the Register to be used at the aforesaid election, at which time any person will be entitled to have his or her name placed on such Register provided that at such meeting with the Clerk of said School District he or she is known or proven to the satisfaction of the Clerk of said School District to be then or thereafter entitled to vote at such election for which the Register is prepared. The Register so prepared pursuant to Section 2014 of the Education Law will be filed in the Office of the District Clerk, at her office in the District Administration Office, 100 Sherman Avenue, West Islip, NY 11795, and will be open for inspection by any qualified voter of the District beginning on and after Thursday, May 15, 2025, between the hours of 7:00 a.m.- 3:00 p.m., prevailing time, on each day prior to the day set for the election, except Sunday, and at the polling place(s) on the day of the vote.

AND FURTHER NOTICE IS HEREBY GIVEN, that pursuant to Section 2014 of the Education Law of the State of New York, the Board of Registration will meet on Tuesday, May 20, 2025, between the hours of 7:00 a.m.- 9:00 p.m., prevailing time, at the West Islip High School, to prepare the Register of the School District to be used at the Budget Vote and Election to be held in 2026, and any special district meeting that may be held after the preparation of said Register, at which time any person will be entitled to have his or her name placed on such Register provided that at such meeting of said Board of Registration he or she is known or proven to the satisfaction of such Board of Registration to be then or thereafter entitled to vote at the school election for which said Register is prepared, or any special district meeting held after May 20, 2025.

AND FURTHER NOTICE IS HEREBY GIVEN, that military voters who are not currently registered may apply to register as a qualified voter of the school district. An application for registration as a military voter can be requested from Elizabeth Davis, District Clerk, West Islip UFSD, 100 Sherman Avenue, West Islip, NY 11795 by mail or e-mail [e.davis@wi.k12.ny.us](mailto:e.davis@wi.k12.ny.us) Monday through Friday when school is in session from 7:00 a.m. - 3:00 p.m. The application for registration must be received in the office of the clerk no later than 5:00 p.m. on April 24, 2025, which is the day before the last day for transmission of military ballots. In the request for an application for registration, the military voter is permitted to designate his/her preference for receiving the application for registration by mail, facsimile transmission or electronic mail.

AND FURTHER NOTICE IS HEREBY GIVEN, that military voters who are qualified voters of the district may submit an application for a military ballot from Elizabeth Davis, District Clerk, West Islip UFSD, 100 Sherman Avenue, West Islip, NY 11795 by mail or e-mail [e.davis@wi.k12.ny.us](mailto:e.davis@wi.k12.ny.us) Monday through Friday when school is in session from 7:00 a.m.- 3:00 p.m.; in order to receive a military ballot, the military ballot application must be received no later than 5:00 p.m. on April 24, 2025, which is the day preceding the last day for transmission of military ballots. In the request for an application for a military ballot, the military voter is permitted to designate his/her preference for receiving the application for a military ballot, and the military ballot, by mail, facsimile transmission or electronic mail. All qualified military voters' ballot application and military ballot must be returned by mail or in person. Ballots for military voters shall be distributed to qualified military voters no later than April 25, 2025. Military ballots must be received by the District Clerk (1) before the close of the polls, on Tuesday, May 20, 2025, and must show a cancellation mark of the United States postal service or a foreign country's postal service, or must show a dated endorsement of receipt by another agency of the United States Government; or (2) not later than 5:00 pm on the day of the election and be signed and dated by the military voter and one witness, with a date ascertained to be not later than the day before the election.

A list of persons to whom military ballots are issued will be available for inspection to qualified voters of the District in the Office of the District Clerk on and after Thursday, May 15, 2025, between the hours of 7:00 a.m.-3:00 p.m., prevailing time, on each day prior to the day set for the annual election, except Sunday, and on May 20, 2025, the day set for the election. Any qualified voter then present in the polling place may object to the voting of the ballot upon appropriate grounds by making his or her challenge and the reasons therefore known to the Inspector of Election before the close of the polls.

AND FURTHER NOTICE IS HEREBY GIVEN, that applications for early mail ballots and absentee ballots will be obtainable during school business hours from the District Clerk beginning April 21, 2025 completed applications must be received by the District Clerk no earlier than April 21, 2025 and at least seven (7) days before the election, May 13, 2025, if

the ballot is to be mailed to the voter, or the day before the election, May 19, 2025, if the ballot is to be delivered personally to the voter. Early mail ballots and absentee ballots must be received by the District Clerk not later than 5:00 p.m., prevailing time, on Tuesday, May 20, 2025.

A list of persons to whom early mail ballots and absentee ballots are issued will be available for inspection to qualified voters of the District in the Office of the District Clerk on and after Thursday, May 15, 2025, between the hours of 7:00 a.m. – 3:00 p.m. prevailing time, on each day prior to the day set for the annual election, except Sunday, and on May 20, 2025, the day set for the election. Any qualified voter then present in the polling place may object to the voting of the ballot upon appropriate grounds by making his or her challenge and the reasons therefore known to the Inspector of Election before the close of the polls. A challenge to an absentee ballot may not be made on the basis that the voter should have applied for an early mail ballot.

AND FURTHER NOTICE IS HEREBY GIVEN, that pursuant to a rule adopted by the Board of Education in accordance with Section 2035 of the Education Law, any referenda or propositions to amend the budget, or otherwise to be submitted for voting at said election, must be filed with the Clerk of the Board of Education at the District Office, 100 Sherman Avenue, West Islip, NY 11795, in sufficient time to permit notice of the proposition to be included with the Notice of the Public Hearing, Budget Vote and Election required by Section 2004 of the Education Law or on or before Friday, March 21, 2025, at 4:00 p.m., prevailing time; must be typed or printed in the English language; must be directed to the Clerk of the School District; must be signed by at least 155 qualified voters of the District (representing 10 percent of the number of voters who voted in the previous annual election); and must legibly state the name of each signer. However, the School Board will not entertain any petition to place before the voters any proposition the purpose of which is not within the powers of the voters to determine, which is unlawful, or any proposition which fails to include a specific appropriation where the expenditure of monies is required by the proposition, or where other valid reason exists for excluding the proposition from the ballot.

Dated: West Islip, New York March 6, 2025

By Order of the  
BOARD OF EDUCATION OF THE  
West Islip Union Free School District  
West Islip, New York  
Elizabeth Davis, District Clerk

Motion was made by Debbie Brown, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve 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.

Motion was made by Debbie Brown, seconded by Antoniello, and carried when all Board members present voted in favor to approve Stipulation of Settlement and Release Student A.

#### SUPERINTENDENT'S REPORT

Dr. Romanelli reiterated that there are so many great things going on across the district and seeing all the amazing things the students are sharing on the Student Representative Report. Dr. Romanelli gave a shout out to Paul J. Bellew Elementary which has been working together over the past two months to be named a Certified Kindness School. They have written letters of gratitude and showed kindness to each other. After sending all this to the Random Acts of Kindness Foundation, they were officially named a Certified Kindness School. This work was led by Ms. Cannon as part of her four-year project for new teachers. All new teachers participate in a new teacher program over the first four years of their career with the district. This work is led by Dr. Flynn and Mrs. Lay and reflects on practice and ways to improve our learning community.

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

Diane Petito ~ Ms. Petito stated she is proud to be a member of the community for 41 years and supporter of the district. She spoke about the letter she sent to each Board member regarding Pre-K, a subsidy proposal and the possibility of forming a committee to create a UPK center.

Mr. Tussie stated that the district is moving towards not paying for any Pre-K in the future and will only be using the allotted grant.

Danika Riccio ~ Ms. Riccio is a 12<sup>th</sup> grade home-schooled student of the West Islip School District and requested to walk across the graduation stage with her peers.

Mr. Tussie stated her request has been noted, the policy will be reviewed and will get back to her.

John Farrell ~ Mr. Farrell spoke about non-profit and often religious affiliated organizations that receive the exemption on property taxes and as a result approximately \$0.69 on the dollar comes out of the district's budget. Mr. Farrell questioned if there has been any engagement with the state senate office or any other measures taken lobby for the district.

Dr. Romanelli stated that the key is advocacy and something that we have really targeted is the fact that our taxpayers in West Islip are funding our levy amount at 90%. It is certainly a topic that has been raised, people will take on and that our legislators will want to talk about. It is something that we really are taking a look at and definitely look forward to partnering with Mr. Farrell and the numerous other people that we have spoken to about this topic that feel the same way and how we can best approach this.

Mr. Farrell asked if the Board is open to forming a working group with representatives from the school, possibly the PTA and other community members who can be fairly represented as part of the working group. Mr. Tussie thanked Mr. Farrell and stated that the Board would be interested and will be in touch.

Motion was made by Debbie Brown, seconded by Richard Antoniello, and carried when all Board members present voted in favor to adjourn to Executive Session at 9:00 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 10:38 p.m. on motion by Grace Kelly, seconded by Richard Antoniello, and carried when all Board members present voted in favor.

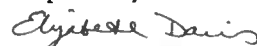
Motion was made by Peter McCann, seconded by Grace Kelly, and carried when all Board members present voted in favor to approve resolution re: Employee A.

#### RESOLUTION

*RESOLVED, that pursuant to §913 of the Education Law, the employee named in executive session and referred to as Employee "A" may be directed by the Superintendent to appear for a psychiatric examination in the office of Dr. Randall Solomon, and it is FURTHER RESOLVED, that Dr. Randall Solomon is hereby appointed school medical inspector pursuant to §913 of the Education Law in order to evaluate said employee's ability to perform his duties as an employee of the District.*

Meeting adjourned at 10:39 p.m. on motion by Richard Antoniello, seconded by Grace Kelly, and carried when all Board members present voted in favor.

Respectfully submitted,



Elizabeth Davis  
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                      RESIGNATION**

Michael Fusaro, Science  
Effective June 30, 2025  
(High School)

**CIVIL SERVICE**

**CL-1                      PROBATIONARY APPOINTMENT**

Sabrina Attanasio, Cafeteria Aide  
Effective March 31, 2025  
(Paul J. Bellew; Step 1; replacing Cynthia Noeth {resigned})

**CL-2                      RETIREMENT**

Nancy Corso, Substitute Paraprofessional and Substitute Teacher  
Effective February 26, 2025  
(11 years)

**CL-3                      SUBSTITUTE PARAPROFESSIONAL (\$16.50/hr)**

Thomas Puglisi, effective March 26, 2025  
Addison Weiner, effective March 26, 2025

**OTHER**

**REGENTS REVIEW 2024-2025**

Algebra I

Christina Bivona  
Alexis Garcia  
Alyssa O'Connor  
Christopher Salerno

Algebra II

Tara Annunziata  
Kelly Daidone  
James Grover

ASL

Jennifer Suriano  
April Virga

Biology

Renee Avelli  
Kristine Hagens  
Jennifer Hirdt  
Linda Tong

Chemistry

Jessica Alvarez  
Brian Daniels

Earth Science

John Hulsmann  
Annelise Muscietta  
Erin Wallace

English

Erika Nolan  
Tina Schaefer

Geometry

Paul Bodnar  
Craig Michel  
Nancy Yost

Global Studies

David Moglia

Italian

Katlyn Colace  
Elena Iacobellis  
Sarah Willman

Physics

Daniel Varney

Spanish

Anna Domingo  
Caryn Drezner  
Monica Elgut  
Kristina Rocco

U.S. History

Daniel Gschwind

OTHER, continued

SUBSTITUTE TEACHER (\$130 per diem)

Thomas Puglisi, effective March 26, 2025

SUBSTITUTE TEACHING ASSISTANT (\$105 per diem)

Addison Weiner, effective March 26, 2025



**HALF HOLLOW HILLS CENTRAL SCHOOL DISTRICT  
CONTRACT FOR HEALTH AND WELFARE SERVICES**

THIS AGREEMENT made in duplicate the 1<sup>st</sup> day of September 2024, by and between the president of the Board of Education as trustee of **West Islip UFSD**, town of Babylon, County of Suffolk, New York, party of the first part, and **Half Hollow Hills Central School District**, towns of Huntington and Babylon, County of Suffolk, New York, party of the second part.

WITNESSETH, That whereas party of the first part has been duly empowered by provisions of section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending nonpublic schools in **Half Hollow Hills Central School District**, towns of Huntington and Babylon, County of Suffolk, New York, to begin on September 1, 2024 and to end June 30, 2025.

Now, Therefore, The said party of the first part hereby agrees to pay the party of the second part the sum of **\$1,500.93/per eligible child** for health and welfare services to be provided under section 912 to children residing in said **West Islip UFSD**, town of Babylon, County of Suffolk, New York and attending nonpublic schools in said Half Hollow Hills Central School District, towns of Huntington and Babylon, County of Suffolk, New York.

And the party of the second part hereby agrees with the party of the first part as follows:

1. These services may include, but are not limited to, all those performed by a physician, dentist, nurse, school psychologist, school social worker or school speech correctionist, and may also include dental prophylaxis, vision and hearing tests, the taking of medical histories and the administration of health screening tests, and the administration of emergency care programs for ill or injured pupils.
2. The party of the second part will also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the nonpublic school:

Supplies and equipment for use by physician, school nurse, psychologist, social worker, and speech correctionist (i.e., scales, vision and hearing testing devices, health record forms, first aid supplies, and all other readily transportable equipment and supplies pertaining to delivery of services).

It is expressly agreed by and between the parties hereto that the services agreed to be supplied under this contract shall not include any teaching service.

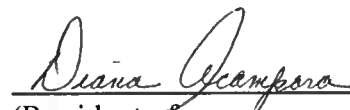
It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the (district) superintendent of schools.


In Witness Whereof, the parties have hereunto set their hands the day and year above written.

(Trustee or President of	West Islip UFSD
Board of Education)	100 Sherman Avenue
	West Islip, NY 11795

	
(Trustee or Clerk of	West Islip UFSD
Board of Education)	100 Sherman Avenue
	West Islip, NY 11795

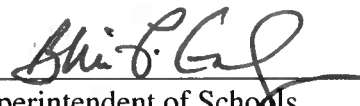
\*\*\*\*\*

	Half Hollow Hills	525 Half Hollow Rd.
(President of	Central School District	Dix Hills, NY 11746
Board of Education)		

	Half Hollow Hills	525 Half Hollow Rd.
(Clerk of	Central School District	Dix Hills, NY 11746
Board of Education)		

APPROVAL OF SUPERINTENDENT

I have examined the above contract and hereby approve the same.

  
 Superintendent of Schools  
 Half Hollow Hills Central School District  
 525 Half Hollow Road  
 Dix Hills, NY 11746

## HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 28<sup>th</sup> day of January, 2025 by and between the Board of Education of the SMITHTOWN CENTRAL SCHOOL DISTRICT (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 26 NEW YORK AVENUE, SMITHTOWN, NEW YORK 11787, and the Board of Education of the WEST ISLIP UNION FREE SCHOOL DISTRICT (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK 11795.

### WITNESSETH

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

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

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

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

1. The term of this Agreement shall be from September 1, 2024 through June 30, 2025 inclusive.
2. PROVIDER warrants that the health and welfare services will be provided by licensed health care providers. PROVIDER further warrants that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. PROVIDER further warrants that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. PROVIDER shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. PROVIDER understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules, and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by PROVIDER shall be consistent with the services available to students attending public schools within the PROVIDER School District; and may include, but are not limited to:

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

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

5. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay PROVIDER the sum of \$1,434.00 per eligible pupil for the 2024-2025 school year.
6. SENDER shall pay PROVIDER within thirty (30) days of SENDER's receipt of a detailed written invoice from PROVIDER. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, PROVIDER shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, PROVIDER shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. PROVIDER shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either PROVIDER's or SENDER's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and information protected by the Family

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

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

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

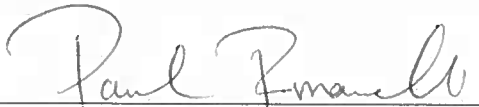
PROVIDER: Superintendent of Schools  
SMITHTOWN CENTRAL SCHOOL DISTRICT  
26 NEW YORK AVENUE  
SMITHTOWN, NEW YORK 11787

15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party. Any purported assignment made without consent shall be deemed void.
16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

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

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

WEST ISLIP UNION FREE SCHOOL DISTRICT

  
 Superintendent of Schools

WEST ISLIP UF SCHOOL DISTRICT,

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

SMITHTOWN CENTRAL SCHOOL DISTRICT,

  
 VICE President, Board of Education

EDUCATION LAW 2-d OPT-IN

This Education Law 2-d Opt-In ("Opt-In") is executed and entered into as of the date of execution specified below ("Effective Date"), by the School District identified below ("District").

WHEREAS, Google LLC ("Vendor"), a corporation having its principal offices at 1600 Amphitheatre Parkway, Mountain View, CA, 94043, provides certain services to the District pursuant to certain contractual arrangements and Vendor Terms of Service ("TOS") entered into between District and Vendor; and,

WHEREAS, the State of New York has enacted New York Education Law 2-d; and,

WHEREAS, Erie 1 Board of Cooperative Educational Services ("Erie 1 BOCES"), a municipal corporation organized and existing under the Education Law of the State of New York having its principal offices at 355 Harlem Road, West Seneca, NY 14224, has entered into an EDUCATION LAW 2-d Agreement ("Agreement"), attached, in order to address and give binding effect to the terms of New York Education Law 2-d and Section 1.8 (2019) of which Agreement, attached, provides that school districts can become party to the Agreement by executing a written opt-in to do so; and,

WHEREAS, District wishes to become party to the Agreement;

NOW THEREFORE, District attests and agrees as follows:

1. District has evaluated its needs with respect to New York Education Law 2-d and wishes to become subject to the terms of the Agreement;
2. District hereby formally notifies Erie 1 BOCES and confirms that it is opting into the Agreement in accordance with Section 1.8 thereof.
3. By executing this Opt-In, District agrees to be bound by and to comply with the terms of the Agreement.

EXECUTED:

DISTRICT: \_\_\_\_\_

EXECUTED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Amendment No. 4 to Campus and School Agreement  
Google Workspace for Education Services  
Erie 1 BOCES**

This Amendment No. 2 to the Agreement (the “**Amendment No. 4**”) is made and entered into as of the date of the last signature below by and between Google LLC (“**Google**” or “**Vendor**”), a corporation having its principal offices at 1600 Amphitheatre Parkway, Mountain View, CA, 94043, and Erie 1 Board of Cooperative Educational Services (“**Erie 1 BOCES**” or “**Customer**”) a municipal corporation organized and existing under the Education Law of the State of New York having its principal offices at 355 Harlem Road, West Seneca, NY 14224 (each a “**Party**” and, collectively, the “**Parties**”). This Amendment will be effective as of the last signature date below (the “**Amendment Effective Date**”).

**WHEREAS**, Parties have entered into an Agreement on September 30, 2019 (“**Agreement**”) and last amended on August 3, 2020 (“**Amendment No. 3**”), and governing the provision of Google Workspace for Education services (pka “**G Suite for Education**”) (“**Services**”) which is set to expire on June 30, 2023; and

**WHEREAS**, Parties wishes to amend the Agreement so as to extend the Term of the Agreement through June 30, 2026; and

**WHEREAS**, a Board of Cooperative Educational Services (“**BOCES**”) is a municipal corporation organized and existing under the Education Law of the State of New York that pursuant to Education Law §1950 provides shared computer services and software to school district components (“**District**” or “**Districts**”) of the Regional Information Center (“**RIC**”) and in that capacity purchases various products for use by said districts as part of the BOCES service, and

**WHEREAS**, several BOCES throughout New York State wish to continue to offer Google Workspace for Education Services to its Districts as part of the BOCES service;

**NOW, THEREFORE**, And in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

**AGREEMENT:**

1. **Termination Date.** Section 1.9.1 is partially amended to extend the term of the Agreement, and shall read as follows:

“**1.9.1 Term of Agreement.** The first Renewal term of this Agreement shall commence on the Amendment Effective Date and continue until 11:59 pm June 30, 2026 (“**Renewal Term 1**”), unless earlier terminated as otherwise set forth herein. The Renewal Term 1 may be extended for successive renewal terms of





three (3) years (each a “Renewal Term”) by mutual execution by the Parties of either a written Amendment to this Agreement, or, a new Agreement. Notwithstanding the foregoing, if Customer continues to use the Services after the end of the Initial Term (and each Renewal Term, if applicable), the Agreement will automatically renew for consecutive renewal terms of 12 months unless either party gives 30 day prior notice of non-renewal of the Initial Term or any Renewal Term.

2. **Duration of Agreement and Protected Data Upon Expiration.** EXHIBIT B Supplemental Information about Google Workspace for Education Services (pka G Suite for Education) Agreement between Erie 1 BOCES and Google LLC is partially amended to update the information in the first bullet point under the title “Duration of Agreement and Protected Data Upon Expiration” in accordance with Section 1.9.1 of the Agreement and shall read as follows:

- “The Agreement renewal commences on August 1, 2023 and expires on June 30, 2026.”

3. Miscellaneous. The Agreement remains in full force and effect except as modified by this Amendment. To the extent the Agreement and this Amendment conflict, this Amendment governs. This Amendment may be executed in one or more counterparts including facsimile, PDF or other electronic copies, which when taken together upon proper delivery will constitute a single instrument. The Agreement’s governing law and dispute resolution provisions also apply to this Amendment.

Signed by the parties’ authorized representatives on the dates below

**Google LLC (“Google”)**

**ERIE 1 BOCES (“Customer”)**

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

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

Name: Philipp Schindler

Name: James Fregelette

Title: Authorized Signatory

Title: Executive Director Admin & Operations

Date: 29-Mar-2023

Date: 29-Mar-2023



**Amendment to Campus and School Agreement  
G Suite for Education Services  
Eric 1 BOCES**

This Amendment to the Agreement (the “**Amendment**”) is made and entered into as of the date of the last signature below by and between Google LLC (“**Google**” or “**Vendor**”), a corporation having its principal offices at 1600 Amphitheatre Parkway, Mountain View, CA, 94043, and Erie 1 Board of Cooperative Educational Services (“**Erie 1 BOCES**” or “**Customer**”) a municipal corporation organized and existing under the Education Law of the State of New York having its principal offices at 355 Harlem Road, West Seneca, NY 14224 (each a “**Party**” and, collectively, the “**Parties**”). This Amendment will be effective as of the last signature date below (the “**Amendment Effective Date**”).

**WHEREAS**, Parties have entered into an Agreement on September 30, 2019 (“**Agreement**”) governing the provision of the G Suite for Education services (“**Services**”) which is set to expire on June 30, 2020; and

**WHEREAS**, Parties wishes to amend the Agreement so as to extend the Term of the Agreement, as well as, to adopt language necessary to maintain compliance with New York law including but not limited to New York’s Education Law Section 2-d (“**Education Law 2-d**”); and

**WHEREAS**, a Board of Cooperative Educational Services (“**BOCES**”) is a municipal corporation organized and existing under the Education Law of the State of New York that pursuant to Education Law §1950 provides shared computer services and software to school district components (“**District**” or “**Districts**”) of the Regional Information Center (“**RIC**”) and in that capacity purchases various products for use by said districts as part of the BOCES service, and

**WHEREAS**, several BOCES throughout New York State wish to continue to offer G Suite for Education to its Districts as part of the BOCES service;

**NOW, THEREFORE**, And in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

**AGREEMENT:**

1. **Termination Date**. The termination date of the Agreement dated September 30, 2019 is partially amended by the terms in Section 1.9 and shall read as follows:

**“1.9 TERM AND TERMINATION**

- 1.9.1 Term of Agreement**. The initial term of this Agreement shall commence on the Amendment Effective Date and continue until 11:59 pm June 30, 2023 (“**the Initial Term**”), unless earlier terminated as otherwise set forth herein. The Initial Term



may be extended for successive renewal terms of three (3) years (each a “**Renewal Term**”) by mutual execution by the Parties of either a written Amendment to this Agreement, or, a new Agreement. Notwithstanding the foregoing, if Customer continues to use the Services after the end of the Initial Term (and each Renewal Term, if applicable), the Agreement will automatically renew for consecutive renewal terms of 12 months unless either party gives 30 day prior notice of non-renewal of the Initial Term or any Renewal Term.

**1.9.2 Termination for Convenience.** Subject to any financial commitments in an Order Form or addendum to the Agreement, Customer may terminate this Agreement for any reason prior to the expiration of its Initial Term (or the expiration of any Renewal Term) upon ninety (90) days’ written notice to Google.

**1.9.3 Termination for Breach.** The terms of Section 11.3 (Termination for Breach) of Google G Suite for Education terms in Exhibit A will govern.

2. Compliance with Education Law 2-d.

A. Exhibit B (including its Appendix) of the Agreement is deleted in its entirety and replaced with the following:

**EXHIBIT B  
PARENTS’ BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY**

Erie 1 BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the BOCES wishes to inform the community of the following:


- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record.
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- (4) A complete list of all student data elements collected by the State is available for public review at <http://www.nysed.gov/data-privacy-security/student-data-inventory>, or by



writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

- (5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>.

**BY THE VENDOR (Google LLC):**

\_\_\_\_\_  
**Signature**   
Philipp Schindler  
Authorized Signatory 2020.08.03  
09:50:19  
-07'00'

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**



**EXHIBIT B (CONTINUED)**  
**SUPPLEMENTAL INFORMATION**  
**ABOUT THE G SUITE FOR EDUCATION SERVICES AGREEMENT**  
**BETWEEN ERIE 1 BOCES AND GOOGLE LLC**

Erie 1 BOCES has entered into a G Suite for Education Services Agreement (“Agreement”) with Google LLC, which governs the availability to Participating Educational Agencies of the following Product(s):

G Suite for Education

Pursuant to the Agreement, Participating Educational Agencies may provide to Vendor, and Vendor will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law (“Protected Data” and also identified as “Customer Data” in Vendor’s terms).

**Exclusive Purpose for which Protected Data will be Used:** The exclusive purpose for which Vendor is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above, in accordance with the Google G Suite for Education terms located at [https://gsuite.google.com/intl/en/terms/education\\_terms.html](https://gsuite.google.com/intl/en/terms/education_terms.html). Vendor agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the Agreement. Protected Data received by Vendor, or any of Vendor’s subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

**Oversight of Subprocessors:** In the event that Vendor engages subprocessors to perform one or more of its obligations under the Agreement (including any hosting service provider), such engagement will be subject to the Google Data Processing Amendment terms at [https://gsuite.google.com/terms/dpa\\_terms.html](https://gsuite.google.com/terms/dpa_terms.html) and the Agreement. Vendor will ensure that such subprocessors abide by the provisions of the Agreement and will remain responsible for all acts and omissions of such Subprocessors in connection with the aforementioned obligations.

For reference purposes only, the terms of Section 11 (Subprocessors) of the Google Data Processing Amendment available at [https://gsuite.google.com/terms/dpa\\_terms.html](https://gsuite.google.com/terms/dpa_terms.html) (or such other URL Vendor may designate) in effect as of the Amendment Effective Date state:

“11. Subprocessors

11.1 Consent to Subprocessor Engagement. Customer specifically authorizes the engagement as Subprocessors of: (a) those entities listed as of the Amendment Effective Date at the URL specified in Section 11.2 (Information about Subprocessors); and (b) all other Google Affiliates from time



to time. In addition, without prejudice to Section 11.4 (Opportunity to Object to Subprocessor Changes), Customer generally authorizes the engagement as Subprocessors of any other third parties (“New Third Party Subprocessors”). If Customer has entered into Model Contract Clauses as described in Section 10.2 (Transfers of Data), the above authorizations constitute Customer’s prior written consent to the subcontracting by Google LLC of the processing of Customer Data.

**11.2 Information about Subprocessors.** Information about Subprocessors, including their functions and locations, is available at <https://gsuite.google.com/intl/en/terms/subprocessors.html> (as may be updated by Google from time to time in accordance with this Data Processing Amendment).

**11.3 When engaging any Subprocessor, Google will:**

a. ensure via a written contract that:

- i. the Subprocessor only accesses and uses Customer Data to the extent required to perform the obligations subcontracted to it, and does so in accordance with the Agreement (including this Data Processing Amendment) and any Model Contract Clauses entered into or Alternative Transfer Solution adopted by Google as described in Section 10.2 (Transfers of Data); and
- ii. if the GDPR applies to the processing of Customer Personal Data, the data protection obligations described in Article 28(3) of the GDPR, as described in this Data Processing Amendment, are imposed on the Subprocessor; and

b. remain fully liable for all obligations subcontracted to, and all acts and omissions of, the Subprocessor.

**11.4 Opportunity to Object to Subprocessor Changes.**

a. When any New Third Party Subprocessor is engaged during the applicable Term, Google will, at least 30 days before the New Third Party Subprocessor starts processing any Customer Data, notify Customer of the engagement (including the name and location of the relevant subprocessor and the activities it will perform).

b. Customer may, within 90 days after being notified of the engagement of a New Third Party Subprocessor, object by terminating the applicable Agreement immediately upon written notice to Google. This termination right is Customer’s sole and exclusive remedy if Customer objects to any New Third Party Subprocessor.”

**Duration of Agreement and Protected Data Upon Expiration:**

- The Agreement commences on August 1, 2020 and expires on June 30, 2023.
- **Data Deletion.** Upon expiration of the Agreement without renewal, or upon termination of the Agreement prior to expiration, Vendor will securely delete all Protected Data remaining in the possession of Vendor in accordance with the then-current terms of the Google Data Processing Amendment (Section 6.2 and Section 6.3) described at [https://gsuite.google.com/terms/dpa\\_terms.html](https://gsuite.google.com/terms/dpa_terms.html) (or such other URL Vendor may designate).



For reference purposes only, the terms of Section 6.2 (Deletion on Term Expiry) and Section 6.3 (Deferred Deletion Instruction) of the Google Data Processing Amendment in effect as of the Effective Date state:

“6.2 Deletion on Term Expiry. Subject to Section 6.3 (Deferred Deletion Instruction), on expiry of the applicable Term, Customer instructs Google to delete all Customer Data (including existing copies) from Google’s systems in accordance with applicable law. Google will comply with this instruction as soon as reasonably practicable and within a maximum period of 180 days, unless European or National Law requires storage. Without prejudice to Section 9.1 (Access; Rectification; Restricted Processing; Portability), Customer is responsible for exporting, before the applicable Term expires, any Customer Data it wishes to retain.

6.3 Deferred Deletion Instruction. To the extent any Customer Data covered by the deletion instruction described in Section 6.2 (Deletion on Term Expiry) is also processed, when the applicable Term under Section 6.2 expires, in relation to an Agreement with a continuing Term, such deletion instruction will only take effect with respect to such Customer Data when the continuing Term expires. For clarity, this Data Processing Amendment will continue to apply to such Customer Data until its deletion by Google.”

**Challenging Accuracy of Protected Data:** Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to Vendor, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to Vendor by following the appeal process in their employing school district’s applicable APPR Plan.

**Data Storage and Security Protections:** Any Protected Data Vendor receives will be stored and process anywhere Vendor or its Subprocessors maintain facilities in accordance with the terms of Section 10.1 (Data Storage and Processing Facilities) described at [https://gsuite.google.com/terms/dpa\\_terms.html](https://gsuite.google.com/terms/dpa_terms.html) (or such other URL Vendor may designate). The parties agree that Customer will only be able to select regions for the storage of Protected Data as described in the “Data Regions” section of the G Suite Service Specific Terms (available at <https://gsuite.google.com/terms/service-terms/> or a successor URL) (the “Data Regions Provisions”), unless otherwise agreed to by the parties. If “Data regions” (as described at <https://gsuite.google.com/products/admin/data-regions/> or a successor URL) is enabled by Customer, Vendor will transfer all Located Data (as defined in the Data Regions Provisions) for the applicable End User(s) to the selected Data Region (to the extent any Located Data is not already in the selected Data Region), as further described in the Data Regions Provisions. Customer acknowledges and agrees that (i) while the transfer is occurring, Located Data (to the extent any Located Data is not already in the selected Data Region) may be stored anywhere Vendor or its Subprocessors (as defined in the Google Data Processing Amendment) maintain facilities, and (ii) if Customer disables Data regions, Vendor may store and process Protected Data anywhere Vendor or its Subprocessors maintain facilities for a period of time, as described in the Google Data Processing Amendment. The measures that Vendor takes to protect Protected Data



are described in the Google Data Processing Amendment available at [https://gsuite.google.com/terms/dpa\\_terms.html](https://gsuite.google.com/terms/dpa_terms.html) (or such other URL Vendor may designate).

**Encryption of Protected Data:** Subject to the terms of Appendix 2 (Security Measures) of the Google Data Processing Amendment available at [https://gsuite.google.com/terms/dpa\\_terms.html](https://gsuite.google.com/terms/dpa_terms.html) (or such other URL Vendor may designate), Vendor will encrypt Protected Data.

For reference purposes only, Appendix 2 (Security Measures) of the Google Data Processing Amendment in effect as of the Effective Date states:

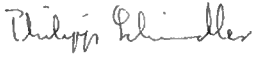
“Encryption Technologies. Google makes HTTPS encryption (also referred to as SSL or TLS connection) available. Google servers support ephemeral elliptic curve Diffie-Hellman cryptographic key exchange signed with RSA and ECDSA. These perfect forward secrecy (PFS) methods help protect traffic and minimize the impact of a compromised key, or a cryptographic breakthrough.”

3. Miscellaneous. The Agreement remains in full force and effect except as modified by this Amendment. To the extent the Agreement and this Amendment conflict, this Amendment governs. This Amendment may be executed in one or more counterparts including facsimile, PDF or other electronic copies, which when taken together upon proper delivery will constitute a single instrument. The Agreement’s governing law and dispute resolution provisions also apply to this Amendment.

Signed by the parties’ authorized representatives on the dates below

**Google LLC (“Google”)**

Rv:

  
Philipp Schindler  
Authorized Signatory

2020.08.03

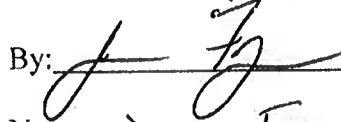
09:50:42 -07'00'

Title: \_\_\_\_\_

Date: \_\_

**ERIE 1 BOCES (“Customer”)**

By:

  
Name: James Fregette

Title: Executive Director

Date: 8/1/20





This **AGREEMENT** is made and entered into as of the date of the last signature below by and between Google LLC ("Vendor"), a corporation having its principal offices at 1600 Amphitheatre Parkway, Mountain View, CA, 94043, and Erie 1 Board of Cooperative Educational Services ("Erie 1 BOCES"), a municipal corporation organized and existing under the Education Law of the State of New York having its principal offices at 355 Harlem Road, West Seneca, NY 14224. This Agreement will become effective upon the execution hereof by Vendor and Erie 1 BOCES. This Agreement will expire June 30, 2020. At that time parties may enter into a new Agreement upon terms to be agreed upon. Purchases made during the period of the Agreement will receive all products and services described in this Agreement.

**WHEREAS**, Google LLC has been identified and accepted by the Erie 1 BOCES as a provider of G Suite for Education, the application as more fully described in Exhibit A attached hereto and by this reference made part hereof of this Agreement (hereinafter referred to as "Product"); and

**WHEREAS**, a Board of Cooperative Educational Services ("BOCES") is a municipal corporation organized and existing under the Education Law of the State of New York that pursuant to Education Law §1950 provides shared computer services and software to school district components ("District" or "Districts") of the Regional Information Center ("RIC") and in that capacity purchases various products for use by said districts as part of the BOCES service, and

**WHEREAS**, Erie 1 BOCES is responsible for negotiating and entering into technology contracts and that other BOCES may bind themselves to such contracts and utilize services under such contracts by adopting appropriate School Board resolutions and by ordering services from Vendor by executing a Vendor "Customer Affiliate Agreement"; and

**WHEREAS**, this Agreement is subject to the New York's Education Law Section 2-d ("Education Law 2-d"); and

**WHEREAS**, several BOCES throughout New York State wish to offer G Suite for Education to its Districts as part of the BOCES service;

**NOW, THEREFORE**, And in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

**DEFINITIONS:**

**customer Affiliate Agreement** is the ordering document that allows Customer Affiliates to order Google Services.

**Cooperative Service Agreement** (COSER) is an agreement approved by the New York State Department of Education pursuant to Education Law §1950 whereby licensed Districts purchase services from a BOCES.

**District** means a school district component of a RIC or BOCES that purchases the Instructional Technology service COSER 7710.

**Documentation** means, with respect to any particular application or equipment, any applicable standard end user specifications and/or operating instructions provided by Vendor for such application and/or equipment, which may be amended from time to time. Documentation does not include any sales or marketing materials.

**Effective Date** means the date upon which the last Party signs this Agreement.

**Eligible Student** means a student eighteen years or older.

**Licensee** means Erie 1 BOCES on behalf of the Western New York Regional Information Center, or any other BOCES in the State of New York which accepts the provisions of this Agreement by formal action of its Board of Education.

**Parent** means a parent, legal guardian, or person in parental relation to a Student.



**"Party"** means either Vendor or ERIE 1 BOCES.

**"Personally Identifiable Information" ("PII")** as applied to Student Data, means personally identifiable information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA), at 20 USC 1232g.

**"Personal, Private, and Sensitive Information" ("PPSI")** is any information to which unauthorized access, disclosure, modification, destruction, or disruption of access or use could severely impact critical functions, employees, customers or third parties, or students in general. Private information could include one or more of the following: Social Security number; driver's license number or non-driver ID; account number, credit card number, or debit card number and security code; or access code/password that permits access to an individual's financial account or protected student records.

**"Product"** shall include each and every component specified in Exhibit A, which Vendor has developed, owns or which Vendor has acquired the right to license.

**"Regional Information Centers" or "BOCES"** mean any of the following Regional Information Centers: South Central (BT BOCES), Mohawk, Mid-Hudson, Greater Southern Tier, Central New York (OCM BOCES), Northeastern (Capital Region BOCES), Monroe #1, Wayne-Finger Lakes (EduTech), Nassau, Western New York (Erie 1 BOCES), Eastern Suffolk, and Lower Hudson. It is understood that these RIC/BOCES have defined service areas within the State of New York and that said service areas include one or more "BOCES" and in that capacity purchases various software for use by said districts as part of the BOCES service. Each BOCES is an entity comprised of school districts in the state of New York. Only school districts served by a BOCES may participate in this Agreement after their BOCES Board of Education has approved the resolution and a Customer Affiliate Agreement is executed with Vendor. Licenses hosted by an individual BOCES will not be eligible for this Agreement unless and until they join the participating RIC/BOCES for this Services.

**"Services"** means any services provided by Vendor to the Licensee pursuant to any schedule, including, without limitation, consulting, educational, hosting, system administration, training or maintenance and support services.

**"Student"** means any person attending or seeking to enroll in a District that purchases Google products pursuant to the Agreement.

**"Shared Data"** means collectively Student Data, Teacher/Principal Data and PPSI.

**"Student Data"** means personally identifiable information from student records that Vendor receives from a BOCES, RIC or District.

**"Teacher/Principal Data"** means personally identifiable information from the records of an educational agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of section three thousand twelve-c of New York Education Law.

**"VENDOR"** means Google, LLC.

1.1 Product shall be utilized at the sites as shall be designated by BOCES or District, or utilized in a cloud environment and shall be used solely for the benefit of BOCES or such District. BOCES or a District shall not permit or provide for transfer or reproduction of Product, or any portion thereof, to be placed on a computer not at the sites, by physical or electronic means, unless specifically authorized. BOCES, or a District, shall not make or allow others to make copies or reproductions of the Product, or any portion thereof in any form without the prior written consent of Vendor. The unauthorized distribution or disclosure of the Product, is prohibited, and shall be considered a material breach of this Agreement.

1.2 Except as expressly stated herein, BOCES, or a District, may not alter, modify, or adapt the Product, including



but not limited to translating, reverse engineering, decompiling, disassembling, or creating derivative works, and may not take any other steps intended to produce a source language state of the Product or any part thereof, without Vendor's prior express written consent.

- 1.3 BOCES, or a District, will be the sole owner and custodian of data transmitted, received, or manipulated by the Product, except as otherwise set forth in this Agreement. In the event that Vendor stores or maintains Shared Data provided to it by a BOCES, RIC or District, whether as a cloud provider or otherwise, the Vendor assumes all risks and obligations in the event of a breach of security, of such Shared Data unless BOCES, the District, or any student causes the breach.
- 1.4 Vendor shall not subcontract or assign its obligation to store or maintain Shared Data provided to it pursuant to this Agreement to a third party cloud provider unless granted specific prior written permission from Erie 1 BOCES. Shared Data transferred to Vendor by a BOCES, RIC or a District will be stored in electronic format on systems maintained by Vendor in a secure data center facility located within the United States of America in accordance with the instructions received from either a BOCES, RIC or a District. The measures that Vendor will take to protect the privacy and security of the Shared Data while it is stored in that manner are those associated with industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
- 1.5 Subject to the terms of the Vendor's Data Processing Amendment (incorporated by reference into this Agreement under Exhibit A) and unless otherwise prohibited by statute or court order, Vendor must promptly inform the BOCES, RIC or District, as applicable, in the event that any Shared Data it stores or maintains pursuant to this Agreement, including such data as may be stored or maintained by a third party cloud provider on Vendor's behalf, is requested by law enforcement authorities or otherwise sought by subpoena or court order.
- 1.6 Vendor will keep confidential all information and data, including any Shared Data, to which it has access in the performance of this Agreement.
- 1.7 In addition to the above requirements, for Shared Data as defined above:
  - A. Vendor shall maintain the confidentiality of the Shared Data in accordance with applicable state and federal law. Vendor acknowledges that the New York State Education Department is in process of promulgating regulations to ensure compliance with Education Law 2-d and that upon its adoption of those Education Law 2-d regulations, it may become necessary for the parties to adopt an amendment that supersedes or supplements the terms of this Agreement. Vendor agrees to act in good faith to take such additional steps to adopt all necessary documents so the terms of the Agreement will be in compliance with Education Law 2-d and its implementing regulations.
  - B. Vendor's data security and privacy plan for how all state, federal and local data security and privacy contract requirements will be implemented over the term of this Agreement, consistent with Erie 1 BOCES' policy on data security and privacy, is described in the G Suite for Education terms of service and the G Suite Data Processing Amendment.
  - C. Vendor's data security and privacy plan includes Erie 1 BOCES' Parents Bill of Rights for data privacy and security (a copy of which is attached hereto and Incorporated into this Agreement as Exhibit B).
  - D. In accordance with Vendor's data security and privacy plan, Vendor agrees that any of its officers or employees, and any officers or employees of any subcontractor or assignee of Vendor, who will have access to the Shared Data, have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving the data or access to the data. Upon request, Vendor and/or its subcontractors or assignees will provide a certification from an appropriate officer that the requirements of this paragraph have been satisfied in full.
  - E. The exclusive purposes for which Vendor is being provided access to the Shared Data is: to provide Licensees



with the functionality of Google G Suite for Education Services.

- F. Vendor will ensure that it will only share Shared Data with additional third parties if those third parties are contractually bound to observe the same obligations to maintain data privacy and security as required by Vendor pursuant to this Agreement.
- G. Upon expiration of this Agreement without renewal, Vendor shall, if requested in advance by BOCES, RIC or a District, assist BOCES, RIC or the District in exporting all electronically stored Shared Data previously received back to the BOCES, RIC or a District for a period that shall not exceed 180 days after the Agreement's termination or expiration date ("Transition Term"). The G Suite for Education Terms of Service (including payment obligations) will continue to apply during the Transition Term. Thereafter, Vendor shall promptly securely delete and/or dispose of any and all Shared Data remaining in the possession of Vendor or its assignees or subcontractors (including all electronic versions or electronic imaging of hard copies of Shared Data) in accordance with the terms of G Suite Data Processing Amendment. Vendor agrees that neither it nor its subcontractors or assignees will retain any copy, summary or extract of the Shared Data or any related work papers on any storage medium whatsoever. At the end of the Transition Term, Vendor will have no further obligation to provide the terminated Services and will cease providing such Services without any further notice.
- H. In the event that a Parent or Eligible Student wishes to challenge the accuracy of the Shared Data concerning that Student or Eligible Student that is maintained by Vendor, that challenge may be processed through the procedures provided by the licensed District for amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Vendor's services allow the District to promptly correct any inaccurate data stored in Vendor's systems. A teacher or principal who wishes to challenge the accuracy of the Shared Data concerning that teacher or principal that is maintained by Vendor may do so through the process set forth in the APPR plan of their employing school district or BOCES.
- I. Shared Data received by Vendor or by any subcontractor or assignee of Vendor from a BOCES, RIC or a District shall not be sold or released for any commercial purposes, nor shall it be sold or used for marketing purposes.
- J. Vendor acknowledges that it has the following additional obligations under NYS Education Law 2-d with respect to any Shared Data received from a BOCES, RIC or a District, and agrees that any failure to fulfill one or more of these statutory obligations shall be deemed a breach of this Agreement, as well as subject Vendor to various penalties under Education Law 2-d, including but not limited to civil penalties:
  - a. To limit internal access to education records and Student Data to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA); e.g., the individual needs access to the Student Data in order to fulfill his or her responsibilities in performing the services provided to a BOCES, RIC or a District by Vendor;
  - b. To not use education records or Shared Data for any purpose(s) other than those explicitly authorized in this Agreement;
  - c. To not disclose any Personally Identifiable Information to any other party who is not an authorized representative of Vendor using the information to carry out Vendor's obligations under this Agreement, unless:
    - i. the Parent or Eligible Student has provided prior written consent; or
    - ii. the disclosure is required by statute or court order, and notice of the disclosure is provided to the BOCES, RIC or District prior to the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
- K. To maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of PII in its custody;



- L. To use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2), or any other technology or methodology specifically authorized by applicable statute, regulation or the NYS Education Department;
- M. To notify the BOCES, RIC or a District of any breach of security resulting in an unauthorized release of Shared Data by Vendor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for student data privacy and security, the data privacy and security policy of Erie 1 BOCES, and obligations relating to data privacy and security within this Agreement including the Vendor's Data Processing Amendment in the most expedient way possible and without unreasonable delay. Notifications related to any data incident or breach of data will be subject to the terms of the Vendor's Data Processing Amendment.
- N. In the event that a BOCES, RIC or a District is required under Education Law 2-d to notify Parent(s) or Eligible Student(s) of an unauthorized release of Shared Data by Vendor or its assignees or subcontractors, Vendor shall promptly reimburse the BOCES, RIC or a District for the full cost of such notification.
- O. BOCES, or a District, shall keep confidential the Product and all Documentation associated therewith whether or not protected by copyright. BOCES, or a District, will reasonably protect such information and at a minimum provide the same safeguards afforded its own like confidential information. Confidential information shall not include information in the public domain, information already rightfully in the possession of the other party without an obligation to keep it confidential, information obtained from another source without obligations of confidentiality, information independently developed, or information required by a court or government order or applicable law.
- P. Vendor shall have the right upon, three business days written notice to BOCES or District, as applicable, to enter the premises of the BOCES or the District for the purpose of inspecting to ensure compliance by the BOCES or the District of its obligations hereunder. Entry shall only be allowed Monday through Friday during the normal business hours or 8:00 A.M. to 3:00 P.M. Eastern Time.

1.8 To the extent that any term of the G Suite for Education terms of service directly conflicts with the terms of this Agreement, the terms of this Agreement shall apply and be given effect.

Vendor agrees that the terms of this Agreement may be shared with any BOCES or District or representatives thereof.

Any District may bind itself and Vendor to the terms of this Agreement by opting into the terms of this Agreement in writing by executing a Customer Affiliate Agreement. Vendor's recourse in the event of a breach of this Agreement by any District or BOCES shall be limited to recourse against the breaching District or BOCES and shall not extend to any other District or BOCES.

**ADDITIONAL TERMS**

As to Section 1.4, the Erie 1 BOCES acknowledges and agrees that Vendor and its affiliates use a range of subprocessors to assist with the provision of the G Suite Service. More information about Vendor's subprocessor use can be found at this link: <https://gsuite.google.com/intl/en/terms/subprocessors.html>.

Notwithstanding anything to the contrary under Section 1.4, in reference to the storage location for data, for certain Vendor G Suite editions, BOCES and/or a District may select data regions for the storage of data. Data regions allow administrators to store covered data in a specific geographic location (the United States or Europe) by using a data region policy. BOCES and/or District are individually responsible for assessing whether Vendor data regions feature complies to applicable requirements. Vendor data regions policy can be found at this link: <https://support.google.com/a/answer/7370133?hl=en> complies with Licensee applicable laws.

Vendor protects Shared Data, and our agreements address how we do that. Before Vendor discloses confidential information in accordance with a legal process, Vendor will use commercially reasonable efforts to promptly notify you of that disclosure, unless otherwise prohibited by statute or court order. More information about Vendor privacy can be found in the G Suite terms of service.

Licensee may sign a Vendor Data Processing Amendment, which exclusively describes the processing and security of customer data under the applicable customer agreement.

As to data security and privacy training and notwithstanding anything to the contrary in Section 1.7.D, Vendor clarifies that it has training and policies that apply to Vendor employees and vendors. In addition to mandatory training, Vendor privacy policies include Google's Privacy Policy, Google Privacy and Security Principles, Internal Privacy Policies, Information Security Policies, and the Google Code of Conduct. Data privacy and security related to Google subprocessors can be found in the Data Processing Amendment referenced above.

Licensee has the ability to export customer data from Vendor's systems at any time according to the terms of the Data Processing Amendment.

Customer: ERIE 1 BOCES

Vendor: Google LLC

By: 

By:   
Print N Philipp Schindler  
Authorized Signatory

Print Name: James Fregele

2019.09.30  
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Title: Executive Director, Admin : Operations

Title:

Date: 9/26/19

Date:





www.wnyric.org

Erie 1 BOCES Education Campus • 355 Harlem Road • West Seneca, NY 14224-1892



EXHIBIT A

Google G Suite for Education terms are located at this link:  
[https://gsuite.google.com/intl/en/terms/education\\_terms.html](https://gsuite.google.com/intl/en/terms/education_terms.html)

Google Data Processing Amendment is located at this link:  
[https://gsuite.google.com/terms/dpa\\_terms.html](https://gsuite.google.com/terms/dpa_terms.html)



**PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY**

Erie 1 BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the BOCES wishes to inform the community of the following:

- (1) A student's Personally Identifiable Information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record.
- (3) State and federal laws protect the confidentiality of Personally Identifiable Information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- (4) A complete list of all Student Data elements collected by the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches of Student Data addressed.

Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be directed to the Chief Privacy Officer via email at: [CPO@mail.nysed.gov](mailto:CPO@mail.nysed.gov).

Google LLC ("Vendor")

\_\_\_\_\_  
Signature *Phillipp Schindler*  
\_\_\_\_\_  
Title Phillipp Schindler  
Author, cd signator  
\_\_\_\_\_  
Date

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### Supplemental Information Regarding Third-Party Contractors

In the course of complying with its obligations under the law and providing educational services, Erie 1 BOCES has entered into agreements with certain third-party contractors. Pursuant to such agreements, third-party contractors may have access to "student data" and/or "teacher or principal data," as those terms are defined by law.

Each contract the BOCES enters into with a third party contractor where the third party contractor receives student data or teacher or principal data will include the following information:

- (1) the exclusive purposes for which the student data or teacher or principal data will be used;
- (2) how the third-party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
- (3) when the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
- (4) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
- (5) where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.



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INTEROFFICE MEMORANDUM

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

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** BID EXTENSIONS – JULY 1, 2025 – JUNE 30, 2026

**DATE:** 3/18/2025

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

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Vendor - **Madison Avenue Construction Corp**

Bid # - 2402

Bid Title – *Electrical Repair and Services*

2024-25 Deal – Electrical Maintenance - Labor Rate Mechanic: \$77.00/Hr.  
Electrical Wireman – Labor Rate Mechanic: \$105.00/Hr.  
Parts & Materials – Certified Cost + 10%

2025-26 Deal - Electrical Maintenance - Labor Rate Mechanic: \$77.00/Hr.  
Electrical Wireman – Labor Rate Mechanic: \$105.00/Hr.  
Parts & Materials – Certified Cost + 10%

Vendor - **Asplundh Tree Expert, LLC**

Bid # - 2403

Bid Title – *Tree Pruning and Care Services*

2024-25 Deal – Reference Bid Contract Renewal Letter 2/25

2025-26 Deal - Cost of Maintenance Service to remain the same for all categories.  
Reference Bid Contract Renewal Letter 2/25

Vendor - **Cardinal Control Systems, Inc.**

Bid # - 2404

Bid Title – *Maintenance and Service for Pneumatic and DDC Control Systems*

2024-25 Deal - Annual Cost of Maintenance Service \$26,790.25  
Labor Rate Mechanic \$159.38/Hr.  
Labor Rate Apprentice \$66.30/Hr.

2025-26 Deal - Annual Cost of Maintenance Service \$26,790.25  
Labor Rate Mechanic \$159.38/Hr.  
Labor Rate Apprentice \$66.30/Hr.

Vendor - **Long Island Geese Control**

Bid # - 2406

Bid Title – *Removal of Unwanted Geese and Waterfowl*

2024-25 Deal - Annual Cost of Maintenance Service \$15,180.00

2025-26 Deal - Annual Cost of Maintenance Service \$15,180.00

**WEST ISLIP - BID EXTENSIONS - JULY 1, 2023 - JUNE 30, 2024 (CONTINUED)**

**Vendor** - **Winters Bros. Hauling of Long Island, LLC**

**Bid #** - 2408

**Bid Title** - ***Refuse Removal***

**2024-25 Deal** - Annual Cost for Removal of all Refuse and Recyclable Products \$145,000.00

**2025-26 Deal** - Annual Cost for Removal of all Refuse and Recyclable Products \$149,277.50\*

**\*Allowed Increase by CPI 2.95%**

**Vendor** - **Nature Plus Pest Control Inc.**

**Bid #** - 2410

**Bid Title** - ***Pest Control Services District Wide***

**2024-25 Deal** - Annual Cost of Maintenance Service \$8,904.00

**2025-26 Deal** - Annual Cost of Maintenance Service \$8,904.00

**Vendor** - **Dynasty Elevator Corp.**

**Bid #** - 2411

**Bid Title** - ***Elevator Maintenance and Service***

**2024-25 Deal** - Annual Cost of Maintenance Service \$15,600.00

**2025-26 Deal** - Annual Cost of Maintenance Service \$15,600.00

**Vendor** - **Fitzgerald's Driving School, Inc...**

**Bid #** - 2413

**Bid Title** - ***In-Car Driver Education Instructions with Vehicles***

**2022-23 Deal** - Price per student/semester - \$385.00

**2023-24 Deal** - Price per student/semester - \$396.36\*

**\*Allowed Increase by CPI 2.95%**

***\*Note: All Labor Rates, Parts & Materials Mark-Ups and Maintenance Service Costs will remain the same for all vendors except:***

***Winters Bros. Hauling of Long Island, LLC who has requested an allowable increase by CPI (Consumer Price Index 2.95%) to the 2025 - 2026 Contract.***

***Fitzgerald's Driving School Inc. who has requested an allowable increase by CPI (Consumer Price Index 2.95%) to the 2025 - 2026 Contract***

**West Islip Union Free School District  
Professional Service Agreement  
Electrical Repair and Services**

Service agreement dated July 1, 2025 by and between the West Islip UFSD located at 100 Sherman Avenue West Islip, N.Y. and Madison Avenue Construction Corp. located at 81 East Jefryn Blvd, Deer Park, N.Y.

**Specific Areas:**

**Bayview Elementary  
P. J. Bellew Elementary  
Oquenock Elementary  
Manetuck Elementary  
Kirdahy Elementary  
Westbrook Elementary  
Beach Street Middle School  
Udall Road Middle School  
West Islip High School  
Masera Learning Center**

**Description of Maintenance Service:**

- 1. TO PROVIDE SKILLED, EXPERIENCED, PROMPT SERVICE TO A WIDE VARIETY OF ELECTRICAL WORK AT VARIOUS WEST ISLIP SCHOOL DISTRICT FACILITIES ON AN "ON CALL" BASIS AS REQUIRED.**
- 2. WORK SHALL INCLUDE TROUBLESHOOTING, REPAIRING, REPLACING, AND GENERAL MAINTENANCE.**
- 3. CONTRACTOR MUST BE EQUIPPED TO PROVIDE EMERGENCY REPAIR WORK WITHIN TWO (2) HOURS AND TO COMMENCE NON-EMERGENCY/NEW WORK WITHIN ONE DAY.**
- 4. CONTRACTOR'S SERVICE PERSONS SHALL HAVE TOOLS AND EQUIPMENT NECESSARY TO PERFORM REQUIRED WORK.**
- 5. WHEN REPAIRING OR REPLACING, THE CONTRACTOR MUST USE THE MOST UP-TO-DATE MATERIALS BEING MANUFACTURED. NO OBSOLETE MATERIALS SHALL BE ALLOWED.**
- 6. CONTRACTOR IS TO PROVIDE CLEARLY INDICATED, WRITTEN OR PRINTED LABELS FOR ALL NEW OR RENEWED CIRCUITS, FEEDERS, PANELS, CONTRACTORS, SWITCHES, BOXES, ETC. WITH THESE LABELS, WITHIN REASON, THE GENERAL DISTRICT STAFF SHOULD**

**BE ABLE TO UNDERSTAND THE DESCRIPTION OF AND IDENTIFY THESE LOCATIONS OR ITEMS.**

- 7. PARTS THAT HAVE BEEN REPLACED SHALL BE THE PROPERTY OF THE WEST ISLIP SCHOOL DISTRICT, AND SHALL BE LEFT AT THE SITE UNLESS DIRECTED OTHERWISE BY THE AUTHORIZED DISTRICT REPRESENTATIVE.**
- 8. ALL PARTS SHALL BE NEW AND MUST BE EQUAL TO OR BETTER THAN THE ORIGINAL EQUIPMENT. REBUILT PARTS MAY BE USED ONLY WITH PRIOR APPROVAL OF THE DISTRICT. THE DISTRICT RESERVES THE RIGHT TO FURNISH PARTS AND MATERIALS IF THEY DEEM IT TO BE IN THEIR BEST INTEREST.**
- 9. CONTRACT SHALL MAINTAIN AN ADEQUATE INVENTORY OF NEW, ORIGINAL MANUFACTURER'S PARTS AND MATERIALS SO AS TO INSURE PROMPT REPAIRS ON SHORT NOTICE.**
- 10. NO TRAVEL TIME WILL BE PAID. PAYMENTS WILL BE MADE ONLY FOR TIME ON THE JOB. ALL INVOICES MUST BE ACCOMPANIED BY DAILY SERVICE TICKETS SPECIFYING TIME OF ARRIVAL, WORK DONE, MATERIALS USED, TIME OF DEPARTURE FOR EACH EMPLOYEE, AND MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BUILDINGS AND GROUNDS DEPARTMENT. A COPY OF THIS TICKET IS TO BE LEFT WITH THE SIGNER, AND THIS SHALL BE THE BASIS FOR PAYMENT. SERVICE TICKETS NOT SUBMITTED IN FASHION WILL RESULT IN PAYMENTS BEING HELD UP.**
- 11. INVOICES MUST CLEARLY SEPARATE LABOR COST FROM MATERIALS COST. LABOR COST MUST BE DETAILED BY CLASSIFICATION OF WORKER AND NUMBER OF HOURS BILLED.**
- 12. NO VEHICLE USE WILL BE PAID FOR IN THE NORMAL COURSE OF TRANSPORTING MECHANICS AND MATERIALS TO THE JOB SITE. CONTRACTOR MAY SUBMIT A QUOTATION FOR USE OF SPECIAL VEHICLES. CONTRACTOR MUST OBTAIN PRIOR APPROVAL FOR PAYMENT OF SPECIAL VEHICLE USE.**
- 13. UNDER THIS CONTRACT, SUB-CONTRACTING SHALL NOT BE PERMITTED WITHOUT PRIOR APPROVAL OF THE DISTRICT. IF THE PERMISSION OF THE DISTRICT IS GRANTED FOR THE USE OF A SUB-CONTRACTOR, THE INCUMBENT CONTRACTOR WILL BE ALLOWED TO ADD 10% TO THE INVOICE FROM THE SUB-CONTRACTOR FOR HANDLING AND ACCOUNTING PURPOSES.**

- 14. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LAWS, REGULATIONS, ETC., AND PAYING THE APPROPRIATE PREVAILING WAGE RATES FOR THE WORK HEREIN. THE COST OF SUCH COMPLIANCE SHALL BE BORNE ENTIRELY BY CONTRACTOR, WHO SHALL HOLD THE WEST ISLIP UFSD HARMLESS FROM ANY CLAIMS, DEMANDS OR PENALTIES ARISING FROM CONTRACTOR'S FAILURE TO COMPLY WITH THE ABOVE. THE WEST ISLIP UFSD WILL BE HELD HARMLESS FROM THESE AND ANY DECISIONS THAT PERTAIN TO THE CONTRACTOR'S WORK. \*\*\***
- 15. THE HOURLY RATE FOR COST OF LABOR SHALL INCLUDE: HOURLY RATE COST, OVERHEAD, PROFIT, ESTIMATING TIME, COMPENSATION, TRANSPORTATION FUEL, TOOLS, PENSION, RETIREMENT FUND, INSURANCE, VACATION, SICK LEAVE, AND ANY OTHER COSTS INCURRED BY THE CONTRACTOR. WHERE MORE THAN ONE PERSON IS REQUIRED, THE WEST ISLIP UFSD SHALL BE BILLED AT THE HELPER RATE UNLESS APPROVED BY THE DISTRICT PRIOR TO WORK STARTING.**
- 16. CONTRACTOR SHALL BE LICENSED BY THE COUNTY OF SUFFOLK AND LOCAL MUNICIPALITIES, WHERE REQUIRED.**
- 17. ALL WORK MUST BE DONE IN ACCORDANCE WITH NATIONAL CODE, CURRENT EDITION, AND ALL STATE AND LOCAL CODES.**
- 18. THE DISTRICT RESERVES THE RIGHT TO ASSIGN ITS PERSONNEL TO ASSIST THE CONTRACTOR'S MECHANICS IF THEY DEEM IT TO BE IN THEIR BEST INTEREST.**
- 19. ALL LABOR SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM DATE OF ACCEPTANCE. ALL PARTS AND MATERIALS SHALL BE GUARANTEED FOR A MINIMUM OF NINETY (90) DAYS OR IN ACCORDANCE WITH MANUFACTURER'S WARRANTY IF GREATER THAN NINETY (90) DAYS.**
- 20. CONTRACTOR IS TO HAVE ALL WORK DONE IN THE BEST WORKMANLIKE MANNER, AND SHALL CLEAN UP AND REMOVE ALL DEBRIS RESULTING FROM HIS WORK FROM TIME TO TIME, AS REQUIRED OR DIRECTED. UPON COMPLETION OF THE WORK, THE PREMISES SHALL BE LEFT IN A NEAT, UNOBSTRUCTED CONDITION, THE BUILDINGS BROOM CLEAN, AND EVERYTHING IN SATISFACTORY REPAIR AND ORDER.**
- 21. WHEN NEW WORK IS REQUIRED, THE CONTRACTOR SHALL PROVIDE FOR APPROVAL A DETAILED DRAWING SHOWING CONSTRUCTION AND METHOD OF INSTALLATION.**

- 22. EXCEPT FOR EMERGENCY WORK, THE CONTRACTOR WILL BE REQUIRED TO SUBMIT A BUDGET COST ESTIMATE BEFORE ANY WORK IS STARTED. ON EMERGENCY WORK, THE CONTRACTOR MUST SUBMIT HIS BUDGET COST ESTIMATE WITHIN FORTY-EIGHT (48) HOURS AFTER STARTING THE JOB. CONTRACTOR MAY BE REQUIRED TO FURNISH A "NOT TO EXCEED" PRICE FOR A SPECIFIC PROJECT TO ENABLE THE DISTRICT TO ENCUMBER FUNDS FOR THAT WORK.**
- 23. EQUIPMENT, SUPPLIES AND MATERIALS SHALL BE STORED AT THE SITE ONLY UPON THE APPROVAL OF THE DISTRICT AND AT THE CONTRACTOR'S RISK. IN GENERAL, SUCH ON-SITE STORAGE SHOULD BE AVOIDED TO PREVENT POSSIBLE DAMAGE OF LOSS OF MATERIAL.**
- 24. CONTRACTOR SHALL PERFORM WORK SO AS TO CAUSE THE LEAST INCONVENIENCE TO THE DISTRICT AND WITH PROPER CONSIDERATION FOR RIGHTS OF OTHER CONTRACTORS OR WORKMEN. THE CONTRACTOR SHALL KEEP IN TOUCH WITH THE ENTIRE OPERATION AND INSTALL HIS EQUIPMENT PROMPTLY.**
- 25. INSTALLATION SHALL ALSO INCLUDE THE FURNISHING OF ANY RIGGING NECESSARY TO MOVE EQUIPMENT INTO THE BUILDING AND THE REMOVAL AND RESETTING OF ANY REMOVABLE WINDOWS USED FOR MOVING EQUIPMENT INTO THE BUILDING.**
- 26. CONTRACTOR SHALL ACQUAINT HIMSELF WITH CONDITIONS TO BE FOUND AT THE SITE AND SHALL ASSUME ALL RESPONSIBILITY FOR PLACING AND INSTALLING THE EQUIPMENT IN THE LOCATIONS REQUIRED.**
- 27. CONTRACTOR SHALL FURNISH ADEQUATE PROTECTION FROM DAMAGE FOR ALL WORK AND SHALL REPAIR DAMAGES OF ANY KIND FOR WHICH HE OR HIS WORK PERSONS ARE RESPONSIBLE.**
- 28. CONTRACTOR SHALL MAINTAIN AN E-MAIL ADDRESS AND ACCESS TO THE INTERNET. THE DISTRICT AT ITS DISCRETION MAY USE E-MAIL AND WEB BASED SOFTWARE TO MANAGE AND DISTRIBUTE WORK TO THE CONTRACTOR.**
- 29. CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS IN COMPLYING WITH ALL RULES, POLICIES AND REGULATIONS MANDATED BY THE STATE OF NEW YORK WITH REGARD TO THE CORONAVIRUS DISEASE (COVID 19) WHILE PERFORMING WORK IN THE WEST ISLIP UFSD.**

**\*\*\* West Islip UFSD will only pay and the Contractor agrees to only charge prevailing wage rates to those employees of any organization that are required by NY State law to receive said rates in the course of doing work for the West Islip UFSD. The Contractor agrees to verify all rates with the NY State Department of Labor prior to submitting a proposal and prior to doing any work for the West Islip UFSD as well as establish which of those workers involved in any part of a contract for the West Islip UFSD are required by law to receive said rates**

**If the Hourly Wage Rate submitted with this bid is below the NY State Prevailing Wage then the Contractor must submit a disclaimer indicating that they are an owner/operator. Keep in mind that Certified Payroll must still reflect Prevailing Wage.**

**Equipment and Operator Costs:**

<b><u>Equipment</u></b>	<b><u>** Equipment Straight Time Dollar/Hour</u></b>	<b><u>Equipment Overtime Dollar/Hour</u></b>	<b><u>*** Operator Straight Time Dollar/Hour</u></b>
<b>Bucket Truck</b>	<b>\$ <u>50.00</u></b>	<b>\$ <u>50.00</u></b>	<b>\$ <u>95.00</u></b>
<b>12-20 Hp Trenching Machine</b>	<b>\$ <u>50.00</u></b>	<b>\$ <u>50.00</u></b>	<b>\$ <u>95.00</u></b>
<b>40 HP Trenching Machine</b>	<b>\$ <u>50.00</u></b>	<b>\$ <u>50.00</u></b>	<b>\$ <u>95.00</u></b>
<b>Backhoe</b>	<b>\$ <u>90.00</u></b>	<b>\$ <u>90.00</u></b>	<b>\$ <u>95.00</u></b>
<b>Electric Scaffold (30' Working Height)</b>	<b>\$ <u>50.00</u></b>	<b>\$ <u>50.00</u></b>	<b>\$ <u>95.00</u></b>
<b>Prompt Payment Discount</b>	<b><u>5 %</u></b>		

**\*\* Labor/Operator overtime rate shall be 1.5 x straight time, except when a labor agreement contravenes, in which case the labor agreement shall be the basis for overtime payment calculation**

**Labor Rate**

**Electrical Maintenance Rate Per Hour \$77.00**

**Electrical Wireman Rate Per Hour \$105.00**

**Overtime rate shall be 1.5 x straight time, except when a labor agreement contravenes, in which the labor agreement shall be the basis for overtime payment calculation.**

**Materials**

**Additional parts & materials will be billed at Contractor's Certified Cost\* plus 10%**

**\*Certified Cost will be the actual amount paid to supplier, and must be documented by the submission of a copy of the supplier's invoice with contractor's voucher.**



**Period of contract:** the term of this agreement shall be one year beginning on July 1, 2025 and ending on June 30, 2026. The vendor agrees that the board of education may terminate this agreement.

The district, by 30 days written notice, may terminate this contract, in whole or in part, when it is in the best interest of the district. If this contract is so terminated, the district shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of the termination.

In the event there is a failure to deliver as ordered, or within the time specified, or a failure to provide any of the provisions of the contract, and Madison Avenue Construction Corp. does not cure such failure within the ten (10) day period, the district reserves the right to terminate said contract for default, and in order to protect the continuity of the operations, the required services may be procured from the apparent responsible second low bidder or other sources. In the event the default action is carried out, Madison Avenue Construction Corp. agrees to reimburse the district promptly for excess costs occasioned by such expenditures from revenue owed to the Madison Avenue Construction Corp.

The legal notice, bid specifications, bid form, appendices, forms and bid proposal certifications are hereby made part of this agreement and incorporated herein by reference.

  
\_\_\_\_\_  
Madison Avenue Construction Corp.

3/1/25  
\_\_\_\_\_  
Date

\_\_\_\_\_  
West Islip UFSD

\_\_\_\_\_  
Date

**West Islip Union Free School District  
Professional Service Agreement  
Tree Pruning and Care Services**

Service agreement dated July 1, 2025 by and between the West Islip UFSD located at 100 Sherman Avenue West Islip, N.Y. and Asplundh Tree Expert, LLC. doing business at 476 Express Drive S, Suite 5, N.Y.

**Specific Areas:**

**Bayview Elementary  
P. J. Bellew Elementary  
Oquenock Elementary  
Manetuck Elementary  
Kirdahy Elementary  
Westbrook Elementary  
Beach Street Middle School  
Udall Road Middle School  
West Islip High School**

**Description of Maintenance Service:**

**1. To provide experienced and prompt Tree Services including:**

- Pruning
- Tree Removal
- Stump Removal
- Cabling
- Feeding

**1. Standards of Performance**

a. All work will be performed to acceptable industry standards including:

- i. ANSI Z133.1-2000 Pruning, Repairing, Maintaining and Removing Trees and Cutting Brush-Safety Requirements
- ii. ANSI A300 Tree, Shrub and Other Woody Plant Maintenance-Standard Practices

- b. Work must be done in the presence of an arborist certified by the LIAA. Arborists must demonstrate a minimum of 2 years successful experience working for Long Island Public Schools
- c. All equipment must be owned by the successful bidder
- d. The Contractor must be equipped to offer Emergency Service within four hours and normal service within 24 hours.

- e. Contractor at its own expense is responsible for the removal and appropriate disposal of all debris
  - f. Contractor must demonstrate 10 years experience successfully servicing Long Island Public Schools.
  - g. All application of fertilizer must be applied by a certified pesticide applicator.
2. Except for Emergency work, Contractor will be required to submit a budget cost estimate before work is started. On Emergency work, contractor must submit his budget cost estimate within 48 hours after starting the work. Contractor may be required to furnish a "not to exceed" price for a specific project to enable the district to encumber funds for that work.
3. No travel time will be paid. Payments will be made only for time on the job. All invoices must be accompanied by daily service tickets specifying time of arrival, work done, materials used, time of departure for each employee, and must be signed by an authorized representative of the buildings and grounds department. A copy of this ticket is to be left with the signer, and this shall be the basis for payment. Service tickets not submitted in fashion will result in payments being held up.
4. Invoices must clearly separate labor cost from materials and equipment cost. Labor cost must be detailed by classification of worker and number of hours billed.
5. Contractor shall pay his employees the "prevalling rate of wage" as defined in section 220 of the New York State labor law, schedule of wage rates.
6. Contractor shall be licensed by the county of Suffolk and local municipalities, where required.
7. The district reserves the right to assign its personnel to assist the contractor's mechanics if they deem it to be in their best interest.
8. Contractor's service persons shall have tools and equipment necessary to perform required work.
9. Under this contract sub-contracting will not be permitted without prior approval from the District. If the permission of the district is granted for the use of a sub-contractor, the incumbent contractor will be allowed to add 10% to the invoice from the sub-contractor for handling and accounting purposes.
10. No vehicle use will be paid for in the normal course of transporting mechanics and materials to the job site. Contractor may submit a quotation for use of special vehicles. Contractor must obtain prior approval for payment of special vehicle use.

11. Equipment, supplies and materials shall be stored at the site only upon the approval of the district and at the contractor's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of material.
12. Contractor shall perform work so as to cause the least inconvenience to the district and with proper consideration for rights of other contractors or workmen. The contractor shall keep in touch with the entire operation and install his equipment promptly.
13. Contractor shall acquaint himself with conditions to be found at the site. And shall assume all responsibility for placing equipment in the locations required.
14. Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which he or his work persons are responsible.
15. Contractor shall maintain an e-mail address and access to the internet. The district at its discretion may use e-mail and web based software to manage and distribute work to the contractor.
16. Contractor will be responsible for all costs in complying with all rules, policies and regulations mandated by the State of New York with regard to the Coronavirus Disease (COVID-19) while performing work in the West Islip UFSD.
17. All Insurance requirements of the West Islip Union Free School District must be met.

**Cost of Maintenance Service:**

**Labor and Equipment Rate:**

**1. Tree Pruning**

**a. Crew and equipment consisting of:**

- Certified Arborist,
- One Climber
- One ground person
- Bucket Truck
- Chipper
- Refuse Vehicle

**b. Price /hour for crew and equipment \$342.38**

**c. Price/day for crew and equipment \$2739.04**

**d. Price/week for crew and equipment \$13,695.20**

**2. Tree Removal**

**a. Crew and equipment consisting of:**

- Certified Arborist,
- One Climber
- One ground person
- Bucket Truck
- Chipper
- Refuse Vehicle

**b. Price /hour for crew and equipment \$ 342.38**

**c. Price/day for crew and equipment \$ 2,739.04**

**d. Price/week for crew and equipment \$ 13,695.20**

**3. Labor (Non Bid) in Items #1 & #2 the district asks for a price with crew and equipment. The premise of item #3 is pricing for additional labor (only). The district is asking for a price per person. The Director of Buildings and Grounds must give prior authorization for additional labor.**

- a. Price/hour \$ 141.73**
- b. Price/day \$ 1,133.84**
- c. Price/week \$ 5,699.20**

**4. Fertilization and Weed Control\***

**a. Certified Applicator following all appropriate regulations as per the DEC and SED.**

**b. Price/Hour for Certified Applicator (No Equipment)  
\$ 115.00**

**c. Price/Day for Certified Applicator (No Equipment)  
\$ 920.00**

**d. Price/Hour for Certified Applicator (with spray or other equipment)  
\$ 145.00**

**e. Price/Day for Certified Applicator (with spray or other equipment)  
\$ 1,160.00**

**f. Fertilizer or weed control product will be billed at certified cost plus  
8 %**

**5. Prompt Payment Discount**

**a. 0 %**

**Period of Contract: The term of this agreement shall be one year beginning on July 1, 2025 and ending on June 30, 2026. The vendor agrees that the Board of Education may terminate this agreement.**

**The District, by 30 days written notice, may terminate this contract, in whole or in part, when it is in the best interest of the District. If this contract is so terminated, the District shall be liable only for payment in accordance with the payment**

provisions of this contract for services rendered prior to the effective date of the termination.

In the event there is a failure to deliver as ordered, or within the time specified, or a failure to provide any of the provisions of the contract, and Asplundh Tree Expert, LLC does not cure such failure within the ten (10) day period, the District reserves the right to terminate said contract for default, and in order to protect the continuity of the operations, the required services may be procured from the apparent responsible second low bidder or other sources. In the event the default action is carried out, Asplundh Tree Expert, LLC agrees to reimburse the District promptly for excess costs occasioned by such expenditures from revenue owed to the Asplundh Tree Expert, LLC

The Legal Notice, Bid Specifications, Bid Form, Appendices, Forms and Bid Proposal Certifications are hereby made part of this Agreement and incorporated herein by reference.

  
Asplundh Tree Expert, LLC

Ralph Guadagno  
Vice President

  
Date

\_\_\_\_\_  
West Islip UFSD

\_\_\_\_\_  
Date

WI

**WEST ISLIP PUBLIC SCHOOLS**

100 SHERMAN AVENUE • WEST ISLIP, NEW YORK 11795  
TEL (631) 893-9301525 • FAX: (631) 893-3217

Mr. John Devlin  
Sales Manager  
Asplundh Tree Expert, LLC  
476 Express Drive S, Suite 5  
Medford, NY 11763

February 14, 2025

Dear Mr. Devlin:

I trust this letter finds you in good health and your business in good shape. The contract for "Tree Pruning and Care Services" (West Islip Bid #2403) will be expiring on June 30, 2025. There is a provision for the District to extend the contract for another year if both parties are agreeable. The West Islip UFSD has been satisfied and would like to extend this contract for another year.

Enclosed you will find a copy of the new "Tree Pruning and Care Services" contract for the 2025-2026 school year. Please review and sign the enclosed document. *Please also send an updated copy of the appropriate insurance documents in accordance with the Insurance Requirements as stated in Bid #2403 (appendix B page 9).* Please return the signed contract and the copy of the appropriate insurance documents to my attention at the West Islip District Office by Friday, March 14, 2025. The contract will then be submitted to the West Islip Board of Education at the next Board of Education meeting for final approval. At that point the necessary signature will be applied and a copy of the contract returned to you for your records.

Please note that this letter does not constitute an order. Orders can be placed only in the form of a signed purchase order generated from the West Islip Public School School's Business Office.

Please call my office at (631) 930-1525 if you should have any questions with regard to this matter.

Sincerely,



Robert Nocella, CPPB  
Purchasing Agent

Enc.

**West Islip Union Free School District  
Professional Service Agreement  
Maintenance and Service for Pneumatic and DDC Control Systems**

Service agreement dated July 1, 2025 by and between the West Islip UFSD located at 100 Sherman Avenue West Islip, N.Y. and Cardinal Control Systems, Inc. doing business at 1703 Church Street Holbrook, N.Y.

**Specific Areas:**

**Bayview Elementary  
P. J. Bellew Elementary  
Oquenock Elementary  
Manetuck Elementary  
Kirdahy Elementary  
Westbrook Elementary  
Beach Street Middle School  
Udall Road Middle School  
West Islip High School  
District Office**

**Description of Maintenance Service:**

1. To provide skilled, experienced, prompt Preventive Maintenance, service and repair on pneumatic and Johnson DDC control systems
2. Work shall include troubleshooting, repairing, replacement of parts and general maintenance. Including:
  - Inspection of the compressor quarterly
  - Replacement of compressor belts as needed
  - Service of the compressors including annual oil changes, annual filter changes and annual maintenance of the drier.
  - Annual updating of the software schedules at each site or any software required to operate the existing BMS system
3. Contract shall include all parts materials and labor excluding parts only for DDC controllers and electronic actuators (Labor for service of DDC and electronic actuators is included.)
4. Regular work hours are 8 AM – 5 PM. The contractor must be equipped to provide emergency repair work within four (4) hours and to commence non -emergency and normal repair work within twenty-four (24) hours including weekends and holidays, and must be prepared at the District's request, to perform the necessary work during any hours 24/7. In event work is disruptive to the operation of the school, contractor will be required to perform work outside the school day. Overtime rates will apply for work outside the normal day.
5. All service personnel shall have the tools and testing equipment to be able to troubleshoot, repair and set up pneumatic and Johnson DDC control systems
6. All service persons must be factory trained and certified, have a minimum of Five (5) years experience, for Johnson DDC and pneumatics



7. All service persons must be qualified to install, repair and test Johnson Metasys Panels
8. Contractor must show proof of at least four- (4) full time service mechanic's and four (4) service trucks. All shall be submitted at the time of bid opening.
9. The contractor shall maintain an adequate inventory of new-original manufacturer's parts and materials so as to insure prompt repairs on short notice.
10. Monthly and when requested, Contractor shall verify proper operation of sensor status and the night setback temperatures during the heating season. Verification to be done with remote or portable sensors or BMS history/graph data.
11. When repairing any system, any parts supplied must be the most up-to-date materials being manufactured. No obsolete materials will be allowed. All parts shall be new and must be equal to or better than the original parts. Rebuilt parts may be used only with prior approval of the District. The District reserves the right to furnish parts and materials if they deem it to be in their best interest.
12. The District may cancel this contract, when, in the opinion of the Chief Purchasing Agent, the service rendered is incompetent, inadequate or unresponsive to the District's needs.
13. Normal service work and repairs shall be executed using one mechanic. If the scope of the repair requires use of additional personnel, contractor must receive the District's permission prior to commencement of work. The District reserves the right to assign its personnel to assist the contractor's mechanics.
14. The contractor shall meet with the Director of facilities and his/her staff on a regular basis to analyze the HVAV and control systems in each building. During these meetings the contractor shall provide a detailed explanation of the HVAC systems and their interaction with the building management and control systems. The intent of the meetings will be to enhance the District's knowledge of the systems and to determine what improvements and/or corrections should be made to the systems to improve energy management and comfort.
15. All labor shall be guaranteed for a period of one (1) year from the date of acceptance. All parts and materials shall be guaranteed for a minimum of ninety (90) days or in accordance with the manufacturer's warranty, if greater than ninety (90) days.
16. Except for emergency work, contractor will be required to submit a budget cost estimate for billable work before any work is started. On emergency work, contractor must submit his budget cost estimate within forty-eight (48) hours after starting the work.
17. No travel time will be paid. Payments will be made only for time on the job. All Invoices must be accompanied by daily service tickets specifying time of arrival and departure signed by an authorized representative of the requesting department. A copy of this ticket is to be left to the signer. Failure to supply service tickets will result in a delay of payment.
18. No vehicle use will be paid for in the normal course of transporting mechanics and materials to the job site. Contractor may submit a quotation for use of special vehicles. Contractor must obtain prior approval from the District for payment of special vehicle use.
19. Under this contract, subcontracting shall not be permitted without preapproval from the district.
20. All insurance requirements must be met.
21. Contractor will be responsible for all costs in complying with all rules, policies and regulations mandated by the State of New York with regard to the Coronavirus (COVID-19) while performing work in the West Islip UFSD.

**Annual Cost of Maintenance Service:** The annual cost of this maintenance service shall be **\$26,790.25**

**Labor Rate for work beyond the base contract**

**Mechanic:** \$ 159.38

**Helper/Apprentice:** \$ 66.30

**Regular working hours** 8:00 a.m. to 4:30 p.m.

**Overtime rate shall be 1.5 x straight time on a continuous day, and 2x straight time on weekends and holidays.**

**Parts & materials will be billed at contractor's certified cost\* plus 20 %**

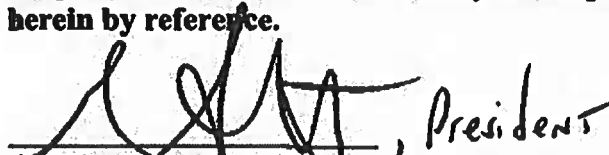
**\*\*Certified cost will be the actual amount paid to supplier, and must be documented by the submission of a copy of the supplier's invoice with contractor's voucher.**

**Period of Contract:** The term of this agreement shall be one year beginning on July 1, 2025 and ending on June 30, 2026. The vendor agrees that the Board of Education may terminate this agreement.

**The District, by 30 days written notice, may terminate this contract, in whole or in part, when it is in the best interest of the District. If this contract is so terminated, the District shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of the termination.**

**In the event there is a failure to deliver as ordered, or within the time specified, or a failure to provide any of the provisions of the contract, and Cardinal Control Systems, Inc. does not cure such failure within the ten (10) day period, the District reserves the right to terminate said contract for default, and in order to protect the continuity of the operations, the required services may be procured from the apparent responsible second low bidder or other sources. In the event the default action is carried out, Cardinal Control Systems, Inc. agrees to reimburse the District promptly for excess costs occasioned by such expenditures from revenue owed to the Cardinal Control Systems, Inc.**

**The Legal Notice, Bid Specifications, Bid Form, Appendices, Forms and Bid Proposal Certifications are hereby made part of this Agreement and incorporated herein by reference.**

  
\_\_\_\_\_  
Cardinal Control Systems, Inc

3/6/25  
\_\_\_\_\_  
Date

\_\_\_\_\_  
West Islip UFSD

\_\_\_\_\_  
Date

**West Islip Union Free School District  
Professional Service Agreement  
Removal of Unwanted Geese and Waterfowl**

Service agreement dated July 1, 2025 by and between the West Islip UFSD located at 100 Sherman Avenue West Islip, N.Y. and Long Island Geese Control, Inc. doing business at 308 West Main Street, LL Suite 2, Smithtown, N.Y.

**Specific Areas:**

**Bayview**

**P. J. Bellew Elementary**

**Oquenock Elementary**

**Manetuck Elementary**

**Kirdahy Elementary**

**Westbrook Elementary**

**Beach Street Middle School**

**Udall Road Middle School**

**West Islip High School**

**Masera Learning Center**

**Higbie Lane Center**

*\*Include all athletic fields, parking lots and walkways*

**Description of Maintenance Service:**

Vendor to provide waterfowl management service for West Islip UFSD utilizing highly trained Border Collies trained for the control of waterfowl to remove waterfowl from all locations.

Service to be provided seven days a week, a minimum of three visits per day including mornings and late afternoon with adjustments made according to the habits of the Geese. Times must be changed as the Geese get used to a certain pattern and will vary their times of visits. It is the responsibility of the vendor to keep all sites under control. Vendor must adjust frequency of visits in response to habits of waterfowl. If conditions warrant more frequent visits, vendor must respond accordingly. Vendor must provide Twenty Four (24) hour contact number for facilities' staff to report Geese problems. Vendor must respond within One (1) hour. Price shall be for total annual service and billed monthly.

Since Canadian Geese are protected under State and Federal Law the method to be used to control the Geese will be harassment by highly trained Border Collies. The dogs will appear to the birds to be predators and cause them to relocate off the grounds. The birds will not be injured. In time, this systematic harassment will force the bird to find a "safer" location to congregate. Approximately thirty days after beginning, the service will be reduced to two visits per day. Further decreases in service may occur, as the habits of the Geese change and will be billed accordingly for those months.

**Vendor must consider the safety of the students and staff of the West Islip School District. Therefore, the dogs must be kept under control at all times. The dog handlers must be highly experienced dog trainers. Dogs must have a calm obedient nature. Handlers must insure that every day life on the grounds is not disrupted in any way.**

**Additional Bid Specifications**

- 1. Early morning patrol (before 6 AM) will be expected throughout the year, as needed. As many as five (5) daily patrols may be required at peak times of year, at no additional cost to the district.**
- 2. Contractor must provide documentary evidence that they can and do provide service seven (7) days per week from dawn to dusk and, when necessary, late night patrols (after 10 PM) with whom they currently work. Documentary evidence shall be in the form of proof of performance records or activity logs.**
- 3. Proof of performance Activity Logs will need to be provided by the successful bidder on a monthly basis detailing date and time of all visits, along with the number of geese found/cleared per school**
- 4. Although it is not mandatory it is highly requested that bidders be based on Long Island, NY (preferably Suffolk County) and be able to provide a valid W-9 Tax ID Form.**
- 5. Contractor must provide documentation that they have at least four (4) years of experience in successful Canada geese control with at least three (3) school districts in New York State (preferably Long Island). Bidder must submit references from these school districts verifying that the company has performed work on contracts of comparable size.**
- 6. Contractor must provide a list of personnel and their respective qualifications for the purpose of fulfilling the requirements of these bid specifications. In order to ensure the safety of students and school personnel, all staff utilized for the purposes of this bid must be employed for at least six (6) months with company that is bidding.**
- 7. Contractor must demonstrate that they have at least three (3) permanent staff on payroll. Payroll records for the three previous months must be provided. Records must demonstrate the bidder's payment of State mandated Worker's Compensation along with evidence that county minimum living wage or state minimum wage levels have been met.**
- 8. Contractor must provide certification for all dogs to be utilized in the program from the American Border Collie Association, or the**

**International Sheepdog Society. Bidder shall not use any dog that is not a certified Border Collie.**

- 9. Contractor will be responsible for all costs in complying with all rules, policies and regulations mandated by the State of New York with regard to the Coronavirus Disease (COVID-19) while performing work in the West Islip UFSD.**

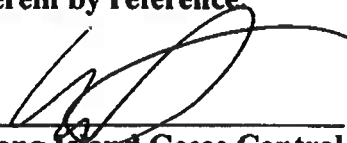
**Annual Cost of Maintenance Service: The annual cost of this maintenance service shall be \$15,180.00 Payments shall be made on a monthly basis at a rate of \$1,265.00 per month.**

**Period of Contract: The term of this agreement shall be one year beginning on July 1, 2025 and ending on June 30, 2026. The vendor agrees that the Board of Education may terminate the agreement.**

**The District, by 30 days written notice, may terminate this contract, in whole or in part, when it is in the best interest of the District. If this contract is so terminated, the District shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of the termination.**

**In the event there is a failure to deliver as ordered, or within the time specified, or a failure to provide any of the provisions of the contract, and Long Island Geese Control, Inc. does not cure such failure within the ten (10) day period, the District reserves the right to terminate said contract for default, and in order to protect the continuity of the operations, the required services may be procured from the apparent responsible second low bidder or other sources. In the event the default action is carried out, Long Island Geese Control, Inc. agrees to reimburse the District promptly for excess costs occasioned by such expenditures from revenue owed to the Long Island Geese Control, Inc..**

**The Legal Notice, Bid Specifications, Bid Form, Appendices, Forms and Bid Proposal Certifications are hereby made part of this Agreement and incorporated herein by reference.**

  
\_\_\_\_\_  
**Long Island Geese Control**

2/18/25  
\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**West Islip UFSD**

\_\_\_\_\_  
**Date**

**West Islip Union Free School District  
Professional Service Agreement  
Refuse Removal**

Service agreement dated July 1, 2025 by and between the West Islip UFSD located at 100 Sherman Avenue West Islip, N.Y. and Winters Bros. Hauling of Long Island, LLC, doing business at 120 Nancy Street, West Babylon N.Y.

**Specific Areas:**

**Bayview Elementary  
P. J. Bellew Elementary  
Oquenock Elementary  
Manetuck Elementary  
Captree Elementary  
Westbrook Elementary  
Beach Street Middle School  
Udall Road Middle School  
West Islip High School  
Bus Garage**

**Description of Maintenance Service:**

The contractor is required to make all collections before 8:00 A.M. (except the High School which is before 7 A.M.), but not earlier than 5 A.M., at each location, according to the following schedule:

<b><u>5 days per week</u></b> <b>(Monday through Friday)</b>	<b>When school is in session – Ref: (Append. C)</b> <b><u>STARTING 4<sup>TH</sup> WEEK OF AUGUST</u></b>
<b><u>3 days per week</u></b> <b>(Mon., Wed. and Friday)</b>	<b>During Summer session – Ref:(Appendix C)</b> <b><u>ENDING 3<sup>RD</sup> WEEK OF AUGUST</u></b>
<b><u>1 day per week</u></b>	<b>April Break Week – Ref: (Appendix C)</b>
<b><u>No Pick-Ups</u></b>	<b>Weekends &amp; National Holidays</b>

If time requirements are revised by the school district, the contractor shall make arrangements to meet them. The district shall reschedule collections that interfere with the school calendar after notification to the contractor in writing. Under no circumstances are collections to be made during the time when buses are loading or unloading students. Such schedules shall be supplied to the operator upon request.

### Containers

- A. The Contractor shall provide the number and size of containers as deemed necessary and/or as required by the District.
- B. **All containers are to be slant front. With the front-loading parts of the containers being no higher than 4 feet.**
- C. The containers used in the fulfillment of this contract shall be new, or clean and newly painted. Containers shall be maintained throughout the length of this contract in the manner specified hereinafter, and shall meet district and Board of Health requirements.
  - 1. All containers shall be completely overhauled, painted inside and outside and steam-cleaned during the year as deemed necessary by the Assistant Superintendent for Business or his designee. If any unsanitary or unpleasant conditions prevail, the School District reserves the right to request that the offending containers be overhauled and cleaned out. Contractor is responsible for any ground cleanup of area made necessary due to overhaul/cleaning of containers on school grounds.
  - 2) All cracks and/or separations shall be repaired by the Contractor immediately to prevent any leakage or spillage.
  - 3) All containers shall have plastic covers that close tightly at all times.
  - 4) Containers (with the exception of covers) shall be constructed of heavy gauge metal with a drain cork on the bottom.
  - 5) The Contractor will supply and maintain containers as indicated. In the event that School District authorities determine that container sizes are inadequate, the Contractor at no additional cost must supply larger or additional containers.
  - 6) The Contractor shall replace or repair any and all containers as necessary, to comply with the full intent of these specifications, within 24 hours of notification from the district.

### Method of Payment

- A. The Contractor shall submit an original invoice for payment on a monthly basis, for services rendered.
- B. The District will make payment, on a monthly basis, upon approval of said invoice by the Internal Claims Auditor and the Board of Education. The Contractor shall be required to submit a corrected invoice, labeled as such, prior to payment, should said person deem corrections and/or damages necessary.

### Containers

- A. The Contractor shall provide the number and size of containers as deemed necessary and/or as required by the District.
- B. **All containers are to be slant front. With the front-loading parts of the containers being no higher than 4 feet.**
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  - 2) All cracks and/or separations shall be repaired by the Contractor immediately to prevent any leakage or spillage.
  - 3) All containers shall have plastic covers that close tightly at all times.
  - 4) Containers (with the exception of covers) shall be constructed of heavy gauge metal with a drain cork on the bottom.
  - 5) The Contractor will supply and maintain containers as indicated. In the event that School District authorities determine that container sizes are inadequate, the Contractor at no additional cost must supply larger or additional containers.
  - 6) The Contractor shall replace or repair any and all containers as necessary, to comply with the full intent of these specifications, within 24 hours of notification from the district.

### Method of Payment

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- B. The District will make payment, on a monthly basis, upon approval of said invoice by the Internal Claims Auditor and the Board of Education. The Contractor shall be required to submit a corrected invoice, labeled as such, prior to payment, should said person deem corrections and/or damages necessary.



C. Invoices for refuse shall include the following:

- 1) Dates of service
- 2) Locations serviced
- 3) Size and number of containers at each location.

**Annual Cost of Maintenance Service:**

**Total of July - June Pick Up for District:**

Combined price for Refuse and all recyclable products: **\$145,000.00**

Prompt Payment Discount: **0%**

**Period of Contract:** The term of this agreement shall be one year beginning on July 1, 2025 and ending on June 30, 2026. If contract is extended after June 2025, the contract price may be increased by CPI (2.95% - \$149,277.50), provided the price increase is agreed to by the Board of Education. The vendor agrees that the Board of Education may terminate this agreement.

The District, by 30 days written notice, may terminate this contract, in whole or in part, when it is in the best interest of the District. If this contract is so terminated, the District shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of the termination.

In the event there is a failure to deliver as ordered, or within the time specified, or a failure to provide any of the provisions of the contract, and Winters Bros. Hauling of Long Island, LLC., does not cure such failure within the ten (10) day period, the District reserves the right to terminate said contract for default, and in order to protect the continuity of the operations, the required services may be procured from the apparent responsible second low bidder or other sources. In the event the default action is carried out, Winters Bros. Hauling of Long Island, LLC. agrees to reimburse the District promptly for excess costs occasioned by such expenditures from revenue owed to Winters Bros. Hauling of Long Island, LLC.

The Legal Notice, Bid Specifications, Bid Form, Appendices, Forms and Bid Proposal Certifications are hereby made part of this Agreement and incorporated herein by reference.

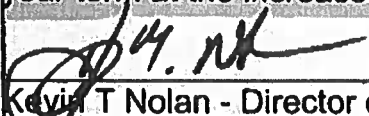
  
Winters Bros, Hauling of L.I.

  
Date

\_\_\_\_\_  
West Islip UFSD

\_\_\_\_\_  
Date

Winters Bros, Hauling of L.I. is in agreement to extend this contract for an additional one year term at the increased CPI percentage of 2.95% (\$149,277.50)

  
Kevin T Nolan - Director of Operations

**West Islip Union Free School District  
Professional Service Agreement  
Pest Control Services Districtwide**

Service agreement dated July 1, 2025 by and between the West Islip UFSD located at 100 Sherman Avenue, West Islip N.Y. and Nature Plus Pest Control, Inc., doing business at 241 Grasmere Road, Staten Island N.Y.

**Specific Areas:**

**West Islip High School  
Beach Street Middle School  
Udall Road Middle School  
Bayview Elementary School  
Paul J. Bellew Elementary School  
Oquenock Elementary School  
Manetuck Elementary School  
Kirdahy Elementary School  
Westbrook Elementary School  
District Administration Building  
West Islip Bus Garage**

**Description of Maintenance Service:**

**Management and Technician Qualifications**

**Management:**

1. Throughout the life of this contract, all personnel providing on-site Integrated Pest Management services must be certified in the appropriate jurisdictions as Commercial Pesticide Applicators in the category of Industrial, Institutional, Structural, and Health Related Pest Control. No uncertified personnel will be permitted to work under this contract.
2. Integrated Pest Control technicians shall wear a distinct uniform with the company's name displayed and present a clean, neat, and professional appearance with visible identification photo.
3. Contractor must maintain a current Pesticide Business Registration License from the New York State Department of Environmental Conservation.
4. Insurance and hold harmless agreement requirements must be met and provided.
5. The Contractor shall have at least one (1) entomologist BCE certified by the Entomological Society of American who will have primary responsibility for routine and emergency consultation. It is essential that this entomologist be a full time employee and be readily available for consultation onsite when necessary as determined by district.
6. On-Site Supervisor: A Supervisor and an alternate must be identified to the Director of Buildings & Grounds. The Supervisor shall have the Contractor's authority to act on matters pertaining to the performance of services required under this contract. This individual shall assure safety and carry out coordination and continuity of the program routine. The Supervisor and alternate shall both have a working knowledge of this contract and the detailed Integrated Pest Management Program and Schedule for each building.

**Experience:** Pest control technician assigned to these facilities by the Contractor must be an employee qualified in Integrated Pest Management with adequate experience in the conduct of IPM programs and must understand current practices in this field and be able to make judgments regarding IPM techniques.

**ALL** onsite technicians must possess the following minimum qualifications and experience:

1. Good knowledge of problem pests and methods of reducing or eliminating food and harborage of same, and the proper and safe use of least toxic pesticides, when approved.
2. Possess at least four (4) years of recent full-time paid experience in professional pest control with experience in facilities similar to those outlined herein, and training in IPM methods.
3. Possess New York State Certification in Category:
  - 3A Ornamental and Turf,
  - 7A Structural and Rodent Control,
  - 7F Food Processing and other such certification as may apply to the work.
  - New York State Nuisance Wildlife License

#### **Item Specifications/Instructions to the Contractor**

The Contractor shall adequately suppress indoor populations of rats, mice, cockroaches, ants including carpenter ants as occasional invaders, winged termite swarmer's emerging indoors, incidental/occasional invaders entering from out-of-doors, and flies and other arthropod pests not specifically excluded from the contract. Populations of these pests that are located immediately outside of the specified buildings and pose a possible infestation problem to the specified buildings are included.

Populations of the following pests will be considered special services, separate from the specifications of this contract:

- Birds, bats, snakes and all other vertebrates other than commensal rodents;
- Termites, carpenter ants nesting within structures and other wood-destroying organisms;
- Mosquitoes and other free flying insects originating out of doors;
- Pests that primarily feed on outdoor vegetation;
- Fleas and ticks

The contractor shall furnish all supervision, labor, materials and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM program. The Contractor shall also provide detailed, site specific recommendations for structural and procedural modifications necessary to achieve pest prevention.

The Contractor shall conduct a thorough, initial inspection of each building or site within the agreed upon number of working days after the effective date of the contract. The purpose of the initial inspection is for the Contractor to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations. The initial inspection shall be conducted by a certified commercial supervisory applicator employed by the Contractor. Access to building space shall be coordinated with James Bosse, Director of the Buildings and Grounds Department at 631-930-1503.

### ***Requirements***

The Pest Control Plan shall consist of five parts:

- (1) Proposed methods for control, including labels and Material Safety Data sheets (MSDS sheets) for all pesticides to be used. A list of types of rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, and any other control devices or equipment should also be included;
- (2) A proposed pest population level referred to as a predetermined tolerance threshold, if thresholds exist for the targeted pest;
- (3) A service schedule for each building or site;
- (4) A description of any structural or operational changes that would facilitate the pest control effort;
- (5) A copy of the Commercial Pesticide Applicator Certificate for every Contractor's representative who will be performing on-site service under contract. It shall be the Contractor's responsibility to carry out work according to the approved Pest Control Plan for each building or site. The Contractor shall receive the concurrence of the District prior to implementing any subsequent changes to the approved Pest Control Plan, including additions or replacements to the pesticide list and to on-site service personnel.

### ***Non-pesticide Products and Use***

The Contractor shall use non-pesticide methods of control wherever possible. For example: sticky traps, trapping devices.

### ***Pesticide Products and Use***

The goal of pest control services is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used and human and environmental exposure to pesticides. When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the use of formulations and treatment techniques which minimize the amount of pesticides used and the potential exposure of people and the environment.

The Contractor shall be responsible for application of pesticides according to the product label. All pesticides used by the Contractor must be registered with the Environmental Protection Agency (EPA) and the state Department of Environmental Protection. Transport, handling and use of all pesticides shall be in strict accordance with the manufacturers label instructions and all applicable federal and state laws and regulations.

The Contractor will use the following pesticide use hierarchy as a guide to minimize the amounts of pesticides applied as well as the potential for exposure.

(1) Baits and Gels

Containerized and other types of bait formulations rather than sprays shall be used whenever possible, shall be placed out of the general view and in locations where they will not be disturbed by routine operations and/or in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes. Baits and gels are considered the standard choice for most spaces.

(2) Dusts in closed areas such as wall voids

Dusts are the preferred pesticide product for treatment in such areas as, contrary to liquid products; they are not as directional when applied and affect a broader internal void area.

(3) Crack and crevice treatment using, in order of preference

- (a) Wettable powders
- (b) Microencapsulated products
- (c) Emulsifiable concentrates
- (d) Aerosols

As a general rule, if effective baits are not available for the targeted indoor pest, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. "Crack and crevice treatment" is defined in this contract as an application in which the pesticide is only released within the crack and crevice and does not leave a deposit on exposed surfaces.

(4) Spot treatments

As differentiated from overall, broadcast, or complete coverage, spot treatment is application to localized or restricted areas no more than (2) square feet where insects are likely to occur. These areas may occur on floors, walls and bases or undersides of equipment. Application must not be performed in food areas unless permitted by the pesticide product label.

(5) General sprays or fogs

Application of pesticide liquid, aerosol or dust to exposed surfaces, and pesticide space sprays (including fogs, mists and ultra-low volume applications), shall be restricted to unique situations where no alternative measures which will result in timely control within the predetermined tolerance thresholds, are practical. In the event that these applications become necessary, a formulation with the least potential for exposure will be chosen. As a general rule, wettable powder and microencapsulated formulation will be considered as first choices. Solvent-based pesticides will be used only as a last resort when no other effective alternatives exist. All application shall be made only to areas unoccupied at the time of application and shall remain unoccupied until the treated surfaces have dried, or longer if the label specifies a longer reentry time. The Contractor and District will determine, on a case-by-case basis, what additional ventilation and pre-notification are needed.

The contractor, upon receiving two "less than satisfactory" ratings of the same nature in the same treatment area, must document all procedures done, to date, and establish the

extent of the pest level. If the pest levels are outside the predetermined tolerance thresholds (if thresholds exist for the given pest), the Contractor shall have an agreed upon number of days to submit to the District an acceptable recommendation to alleviate the unsatisfactory situation.

### **SAFETY AND HEALTH**

- a. All work shall comply with all applicable state and federal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
- b. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.
- c. The contractor will be responsible for all costs in complying with all rules, policies and regulations mandated by the State of New York with regard to the Coronavirus (COVID-19) while performing work in the West Islip UFSD

### **RECORD KEEPING**

The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept on the property of the District and maintained on each visit by the Contractor.

Each logbook or file shall contain at least the following items:

- (1) A copy of the Pest Control Plan for the building or site, including labels and MSDS sheets for all pesticides used in the building, and the Contractor's service schedule for the building;
- (2) This includes all the information on pesticide applications, upon completion of a service.

### **SERVICE TICKETS**

- a. Contractor shall supply his own version of a service ticket which shall be signed by an authorized District employee (usually the building custodian);
- b. Such Service Tickets shall accompany all invoices (see Item 5f below).

### **INVOICING**

- a. Invoices shall be submitted within 30 days from date of service;
- b. Invoices shall be itemized in accordance with bid pricing;
- c. Bid number shall appear on all invoices;
- d. Purchase Order number shall appear on all invoices;
- e. Invoices shall be submitted in compliance with prevailing wage laws;
- f. Service Tickets shall be attached to all invoices;
- g. In instances where contractor is charging a materials markup percentage for parts or materials, proof of contractor's cost shall be attached to the invoice.

## Monthly Pest Control Services

\* (Note: All buildings have services 1x per month, except the H.S. which has service 4x per month.)

\* (Note: All H.S. inspections and services require a physical and extensive walk-through of the basements and crawlspaces with focused attention towards eradication of existing Oriental Roach population. At times, a district staff member may accompany the technician to verify inspections and treatments.)

*WEST ISLIP HIGH SCHOOL (4x p/month)	\$	252.00
BEACH STREET MIDDLE SCHOOL	\$	49.00
UDALL ROAD MIDDLE SCHOOL	\$	49.00
BAYVIEW ELEMENTARY SCHOOL	\$	49.00
PAUL J. BELLEW ELEMENTARY SCHOOL	\$	49.00
OQUENOCK ELEMENTARY SCHOOL	\$	49.00
MANETUCK ELEMENTARY SCHOOL	\$	49.00
KIRDAHY ELEMENTARY SCHOOL	\$	49.00
WESTBROOK ELEMENTARY SCHOOL	\$	49.00
DISTRICT ADMINISTRATION BUILDING	\$	49.00
WEST ISLIP BUS GARAGE	\$	49.00

TOTAL \$ 724.00

GRAND TOTAL (Total X 12)  
\$ 8,904.00  
Annual Cost

## Additional Services

Termites, carpenter ants nesting within structures and other wood-destroying organisms;	\$ _____	11.00 per 100 lf
Re-baiting existing Sentricon-type systems	\$ _____	375.00 per 100 lf
Bees (Yellow Jackets/Wasps) per:	\$ _____	115.00 per hive/nest
Additional hive/nest same visit:	\$ _____	40.00 per hive/nest
Cicada Killers/Bald Face Hornets per hive/nest:	\$ _____	120.00 per hive/nest
Additional hive/nest same visit:	\$ _____	40.00 per hive/nest
Commensal Rodents; (Mice and Rats)	\$ _____	125.00 per treatment
Birds, bats, snakes and all other vertebrates other than commensal rodents;	\$ _____	250.00 per treatment
Fleas and ticks	\$ _____	325.00 per treatment /Acre
Add. specialty work, while in district monthly	\$ _____	75.00 per hour
Additional specialty work, special visit	\$ _____	120.00 per hour
Prompt Payment Discount:	_____ 3%	

**Annual Cost of Maintenance Service:** The annual cost of this maintenance service shall be **\$8,904.00**

**Period of Contract:** The term of this agreement shall be one year beginning on July 1, 2025 and ending on June 30, 2026. The vendor agrees that the Board of Education may terminate this agreement.

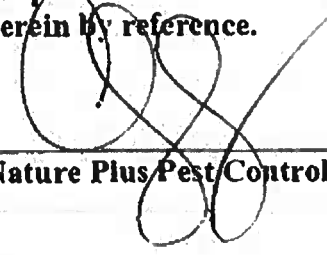
The District, by 30 days written notice, may terminate this contract, in whole or in part, when it is in the best interest of the District. If this contract is so terminated, the District shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of the termination.

In the event there is a failure to deliver as ordered, or within the time specified, or a failure to provide any of the provisions of the contract, and Nature Plus Pest Control, Inc. does not cure such failure within the ten (10) day period, the District



reserves the right to terminate said contract for default, and in order to protect the continuity of the operations, the required services may be procured from the apparent responsible second low bidder or other sources. In the event the default action is carried out, Nature Plus Pest Control, Inc. agrees to reimburse the District promptly for excess costs occasioned by such expenditures from revenue owed to the Nature Plus Pest Control, Inc.

The Legal Notice, Bid Specifications, Bid Form, Appendices, Forms and Bid Proposal Certifications are hereby made part of this Agreement and incorporated herein by reference.

  
\_\_\_\_\_  
Nature Plus Pest Control, Inc

03.06.25  
\_\_\_\_\_  
Date

\_\_\_\_\_  
West Islip UFSD

\_\_\_\_\_  
Date

**West Islip Union Free School District  
Professional Service Agreement  
Elevator Maintenance and Service**

Service agreement dated July 1, 2023 by and between the West Islip UFSD located at 100 Sherman Avenue West Islip, N.Y. and Dynasty Elevator Corp. located at 1460 Broadway, 7<sup>th</sup> Floor, New York, N.Y.

**Specific Areas:**

**Beach Street Middle School  
District Office  
Udall Road Middle School  
West Islip High School**

**Description of Maintenance Service:**

**ELEVATOR MAINTENANCE AND SERVICE**

**THIS CONTRACT FOR SERVICES INCLUDES THE FOLLOWING, WHERE APPLICABLE:**

- 1. TO PROVIDE SKILLED, EXPERIENCED, PROMPT SERVICE TO A WIDE VARIETY OF ELEVATOR WORK AT VARIOUS WEST ISLIP SCHOOL DISTRICT FACILITIES ON AN "ON CALL" BASIS AS REQUIRED.**
- 2. WORK SHALL INCLUDE INSPECTIONS, TROUBLESHOOTING, REPAIRING, REPLACING, AND GENERAL MAINTENANCE.**
- 3. CONTRACTOR MUST BE EQUIPPED TO PROVIDE EMERGENCY REPAIR WORK WITHIN TWENTY FOUR (24) HOURS AND TO COMMENCE NON-EMERGENCY/NEW WORK WITHIN FORTY EIGHT (48) HOURS..**
- 4. CONTRACTOR'S SERVICE PERSONS SHALL HAVE TOOLS AND EQUIPMENT NECESSARY TO PERFORM REQUIRED WORK.**
- 5. WHEN REPAIRING OR REPLACING, THE CONTRACTOR MUST USE THE MOST UP-TO-DATE MATERIALS BEING MANUFACTURED. NO OBSOLETE MATERIALS SHALL BE ALLOWED.**
- 6. CONTRACTOR IS TO PROVIDE CLEARLY INDICATED, WRITTEN OR PRINTED LABELS FOR ALL NEW OR RENEWED CIRCUITS, FEEDERS, PANELS, CONTRACTORS, SWITCHES, BOXES, ETC. WITH THESE LABELS, WITHIN REASON, THE GENERAL DISTRICT STAFF SHOULD BE ABLE TO UNDERSTAND THE DESCRIPTION OF AND IDENTIFY THESE LOCATIONS OR ITEMS.**

7. PARTS THAT HAVE BEEN REPLACED SHALL BE THE PROPERTY OF THE WEST ISLIP SCHOOL DISTRICT, AND SHALL BE LEFT AT THE SITE UNLESS DIRECTED OTHERWISE BY THE AUTHORIZED DISTRICT REPRESENTATIVE.
8. ALL PARTS SHALL BE NEW AND MUST BE EQUAL TO OR BETTER THAN THE ORIGINAL EQUIPMENT. REBUILT PARTS MAY BE USED ONLY WITH PRIOR APPROVAL OF THE DISTRICT. THE DISTRICT RESERVES THE RIGHT TO FURNISH PARTS AND MATERIALS IF THEY DEEM IT TO BE IN THEIR BEST INTEREST.
9. CONTRACT SHALL MAINTAIN AN ADEQUATE INVENTORY OF NEW, ORIGINAL MANUFACTURER'S PARTS AND MATERIALS SO AS TO INSURE PROMPT REPAIRS ON SHORT NOTICE.
10. NO TRAVEL TIME WILL BE PAID. PAYMENTS WILL BE MADE ONLY FOR TIME ON THE JOB. ALL INVOICES MUST BE ACCOMPANIED BY DAILY SERVICE TICKETS SPECIFYING TIME OF ARRIVAL, WORK DONE, MATERIALS USED, TIME OF DEPARTURE FOR EACH EMPLOYEE, AND MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BUILDINGS AND GROUNDS DEPARTMENT. A COPY OF THIS TICKET IS TO BE LEFT WITH THE SIGNER, AND THIS SHALL BE THE BASIS FOR PAYMENT. SERVICE TICKETS NOT SUBMITTED IN FASHION WILL RESULT IN PAYMENTS BEING HELD UP.
11. INVOICES MUST CLEARLY SEPARATE LABOR COST FROM MATERIALS COST. LABOR COST MUST BE DETAILED BY CLASSIFICATION OF WORKER AND NUMBER OF HOURS BILLED.
12. NO VEHICLE USE WILL BE PAID FOR IN THE NORMAL COURSE OF TRANSPORTING MECHANICS AND MATERIALS TO THE JOB SITE. CONTRACTOR MAY SUBMIT A QUOTATION FOR USE OF SPECIAL VEHICLES. CONTRACTOR MUST OBTAIN PRIOR APPROVAL FOR PAYMENT OF SPECIAL VEHICLE USE.
13. UNDER THIS CONTRACT, SUB-CONTRACTING SHALL NOT BE PERMITTED WITHOUT PRIOR APPROVAL OF THE DISTRICT. IF THE PERMISSION OF THE DISTRICT IS GRANTED FOR THE USE OF A SUB-CONTRACTOR, THE INCUMBENT CONTRACTOR WILL BE ALLOWED TO ADD 10% TO THE INVOICE FROM THE SUB-CONTRACTOR FOR HANDLING AND ACCOUNTING PURPOSES.

- 14. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LAWS, REGULATIONS, ETC., AND PAYING THE APPROPRIATE PREVAILING WAGE RATES FOR THE WORK HEREIN. THE COST OF SUCH COMPLIANCE SHALL BE BORNE ENTIRELY BY CONTRACTOR, WHO SHALL HOLD THE WEST ISLIP UFSD HARMLESS FROM ANY CLAIMS, DEMANDS OR PENALTIES ARISING FROM CONTRACTOR'S FAILURE TO COMPLY WITH THE ABOVE. THE WEST ISLIP UFSD WILL BE HELD HARMLESS FROM THESE AND ANY DECISIONS THAT PERTAIN TO THE CONTRACTOR'S WORK. \*\*\***
- 15. THE HOURLY RATE FOR COST OF LABOR SHALL INCLUDE: HOURLY RATE COST, OVERHEAD, PROFIT, ESTIMATING TIME, COMPENSATION, TRANSPORTATION FUEL, TOOLS, PENSION, RETIREMENT FUND, INSURANCE, VACATION, SICK LEAVE, AND ANY OTHER COSTS INCURRED BY THE CONTRACTOR. WHERE MORE THAN ONE PERSON IS REQUIRED, THE WEST ISLIP UFSD SHALL BE BILLED AT THE HELPER RATE UNLESS APPROVED BY THE DISTRICT PRIOR TO WORK STARTING.**
- 16. CONTRACTOR SHALL BE LICENSED BY THE COUNTY OF SUFFOLK AND LOCAL MUNICIPALITIES, WHERE REQUIRED.**
- 17. ALL WORK MUST BE DONE IN ACCORDANCE WITH NATIONAL CODE, CURRENT EDITION, AND ALL STATE AND LOCAL CODES.**
- 18. THE DISTRICT RESERVES THE RIGHT TO ASSIGN ITS PERSONNEL TO ASSIST THE CONTRACTOR'S MECHANICS IF THEY DEEM IT TO BE IN THEIR BEST INTEREST.**
- 19. ALL LABOR SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM DATE OF ACCEPTANCE. ALL PARTS AND MATERIALS SHALL BE GUARANTEED FOR A MINIMUM OF NINETY (90) DAYS OR IN ACCORDANCE WITH MANUFACTURER'S WARRANTY IF GREATER THAN NINETY (90) DAYS.**
- 20. CONTRACTOR IS TO HAVE ALL WORK DONE IN THE BEST WORKMANLIKE MANNER, AND SHALL CLEAN UP AND REMOVE ALL DEBRIS RESULTING FROM HIS WORK FROM TIME TO TIME, AS REQUIRED OR DIRECTED. UPON COMPLETION OF THE WORK, THE PREMISES SHALL BE LEFT IN A NEAT, UNOBSTRUCTED CONDITION, THE BUILDINGS BROOM CLEAN, AND EVERYTHING IN SATISFACTORY REPAIR AND ORDER.**
- 21. WHEN NEW WORK IS REQUIRED, THE CONTRACTOR SHALL PROVIDE FOR APPROVAL A DETAILED DRAWING SHOWING CONSTRUCTION AND METHOD OF INSTALLATION.**

- 22. EXCEPT FOR EMERGENCY WORK, THE CONTRACTOR WILL BE REQUIRED TO SUBMIT A BUDGET COST ESTIMATE BEFORE ANY WORK IS STARTED. ON EMERGENCY WORK, THE CONTRACTOR MUST SUBMIT HIS BUDGET COST ESTIMATE WITHIN FORTY-EIGHT (48) HOURS AFTER STARTING THE JOB. CONTRACTOR MAY BE REQUIRED TO FURNISH A "NOT TO EXCEED" PRICE FOR A SPECIFIC PROJECT TO ENABLE THE DISTRICT TO ENCUMBER FUNDS FOR THAT WORK.**
- 23. EQUIPMENT, SUPPLIES AND MATERIALS SHALL BE STORED AT THE SITE ONLY UPON THE APPROVAL OF THE DISTRICT AND AT THE CONTRACTOR'S RISK. IN GENERAL, SUCH ON-SITE STORAGE SHOULD BE AVOIDED TO PREVENT POSSIBLE DAMAGE OF LOSS OF MATERIAL.**
- 24. CONTRACTOR SHALL PERFORM WORK SO AS TO CAUSE THE LEAST INCONVENIENCE TO THE DISTRICT AND WITH PROPER CONSIDERATION FOR RIGHTS OF OTHER CONTRACTORS OR WORKMEN. THE CONTRACTOR SHALL KEEP IN TOUCH WITH THE ENTIRE OPERATION AND INSTALL HIS EQUIPMENT PROMPTLY.**
- 25. INSTALLATION SHALL ALSO INCLUDE THE FURNISHING OF ANY RIGGING NECESSARY TO MOVE EQUIPMENT INTO THE BUILDING AND THE REMOVAL AND RESETTING OF ANY REMOVABLE WINDOWS USED FOR MOVING EQUIPMENT INTO THE BUILDING.**
- 26. CONTRACTOR SHALL ACQUAINT HIMSELF WITH CONDITIONS TO BE FOUND AT THE SITE AND SHALL ASSUME ALL RESPONSIBILITY FOR PLACING AND INSTALLING THE EQUIPMENT IN THE LOCATIONS REQUIRED.**
- 27. CONTRACTOR SHALL FURNISH ADEQUATE PROTECTION FROM DAMAGE FOR ALL WORK AND SHALL REPAIR DAMAGES OF ANY KIND FOR WHICH HE OR HIS WORK PERSONS ARE RESPONSIBLE.**
- 28. CONTRACTOR SHALL MAINTAIN AN E-MAIL ADDRESS AND ACCESS TO THE INTERNET. THE DISTRICT AT ITS DISCRETION MAY USE E-MAIL AND WEB BASED SOFTWARE TO MANAGE AND DISTRIBUTE WORK TO THE CONTRACTOR.**
- 29. CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS IN COMPLYING WITH ALL RULES, POLICIES AND REGULATIONS MANDATED BY THE STATE OF NEW YORK WITH REGARD TO THE CORONAVIRUS DISEASE (COVID 19) WHILE PERFORMING WORK IN THE WEST ISLIP UFS.**

**Labor Rate**

The annual cost of the Monthly Inspections is **\$15,600.00**

This annual price is for monthly inspections and routine testing of passenger elevators only. \*Dumb waiters only need bi-annual (6 month) inspection, testing and basic maintenance.

**Elevator Maintenance Rate Per Hour \$175.00**

*All additional repairs beyond basic monthly inspections will be billed on a T & M basis*

Overtime rate shall be 1.5 x straight time, except when a labor agreement contravenes, in which the labor agreement shall be the basis for overtime payment calculation.

**Materials**

Additional parts & materials will be billed at Contractor's Certified Cost\* plus **10%**  
\*Certified Cost will be the actual amount paid to supplier, and must be documented by the submission of a copy of the supplier's invoice with contractor's voucher.

**Period of contract:** the term of this agreement shall be one year beginning on July 1, 2025 and ending on June 30, 2026. The vendor agrees that the board of education may terminate this agreement.

The district, by 30 days written notice, may terminate this contract, in whole or in part, when it is in the best interest of the district. If this contract is so terminated, the district shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of the termination.

In the event there is a failure to deliver as ordered, or within the time specified, or a failure to provide any of the provisions of the contract, and Dynasty Elevator Corp. does not cure such failure within the ten (10) day period, the district reserves the right to terminate said contract for default, and in order to protect the continuity of the operations, the required services may be procured from the apparent responsible second low bidder or other sources. In the event the default action is carried out, Dynasty Elevator Corp. agrees to reimburse the district promptly for excess costs occasioned by such expenditures from revenue owed to the Dynasty Elevator Corp.

The legal notice, bid specifications, bid form, appendices, forms and bid proposal certifications are hereby made part of this agreement and incorporated herein by reference.

Michael Toubard  
Dynasty Elevator Corp.

2/23/2025  
Date

\_\_\_\_\_  
West Islip UFSD

\_\_\_\_\_  
Date

**West Islip Union Free School District  
Professional Service Agreement  
In-Car Driver Education Instructions with Vehicles**

Service agreement dated July 1, 2025 by and between the West Islip UFSD located at 100 Sherman Avenue West Islip, N.Y. and Fitzgerald's Driving School, Inc., located at 1350 Deer Park Avenue, North Babylon, N.Y.

**Description of Service:**

- A. **LOCATION:** Contractor will provide cars on the campus of West Islip High School in the West Islip School district.
- B. **HOURS:**
1. Each student will receive 6 hours behind-the-wheel training.
  2. Each student will receive 18 hours of in-car observation.
  3. September – June Session – One and one-half (1 1/2) hours of make-up time will be provided each week. The make-up time will be determined at the start of the Fall/Spring session.
- C. **CURRICULUM:**
1. Follow prescribed curriculum as outlined by the New York State Education Department - Safety Education Unit with a focus on defensive driving techniques and emergency procedures.
  2. In-car program to be conducted in conjunction with the lecture phase to provide smooth articulation between the two phases of the program.
- D. **SCHEDULING:** Instruction will take place on Monday through Thursday from 7:30 AM-1:30 PM in July. From September through June instruction will take place from 2:15PM-5:15 PM on Monday through Friday, on Saturdays and Sundays 7:30AM-1:30 PM.
- E. **VEHICLES AND STAFFING:**
1. Vehicles will accommodate four students and must be full-sized, four-door, dual controlled, with bucket or split bench front seats, and safety equipped in accordance with the Department of Motor Vehicles regulations. All New York State requirements for a driver education car must be met.
  2. All vehicles must be approved in accordance with regulations of New York State Motor Vehicles Bureau and properly state inspected. They must be maintained with a detailed record of service and be equipped with "Student Driver" signs. These signs must be approved by WEST ISLIP UFSD or its designee prior to being put into service. It is the *vendor's* responsibility to supply and pay for gas for these vehicles.
  3. All staff will be appropriately licensed in accordance with the New York State Department of Motor Vehicles regulations. They will be required to dress professionally and to observe appropriate demeanor when on duty with students. No smoking is permitted at any time in the cars (or on the school grounds) by either students or teachers.
  4. Substitute cars to replace a disabled vehicle must be available on 30 minutes' notice.
  5. Contractor will provide 4 vehicles for this program and will accommodate up to 96 students per semester. Summer semester contractor will provide 3 vehicles and will accommodate up to 48 students.

6. Prior to employment *all instructors will be required to submit resumes, and references, both personal and professional, to WEST ISLIP UFSD. No instructor, including substitute instructors, is to be assigned for student driving instruction without prior approval of WEST ISLIP UFSD.*
7. **WEST ISLIP UFSD reserves the right to interview all instructors assigned to the District by the contractor. WEST ISLIP UFSD reserves the right to reject any instructor without giving reason for doing so. Applicants for employment will be required to provide (Copies needed for each with bid submission):**
  - **Three (3) verifiable references**
  - **New York State Driver's License**
  - **MV524 Driving School Instructor Certificate**
  - **New York State Education Department Fingerprint Clearance for Employment**
  - **Thirty (30) hour Driving Instructor Course verification**
8. WEST ISLIP UFSD may, in its sole discretion at any time, require the dismissal of any instructor from service.
9. The contractor will submit to WEST ISLIP UFSD a dress code for instructors. WEST ISLIP UFSD reserves the right to approve this dress code.
10. **Contractor will submit, with his bid, a copy of his current New York State Department of Motor Vehicles Driving School License (MV-147 Certificate)**

**F. INSURANCE REQUIREMENTS:**

Upon Award Contractor shall provide evidence of the following insurance:

1. Worker's Compensation and NYS Disability:  
Coverage Statutory
2. Commercial General Liability:  
Occurrence form- \$1,000,000. Per occurrence/\$2,000,000.  
aggregate.  
Hold Harmless- The contractor agrees to indemnify, release and hold harmless WEST ISLIP UFSD, its agents and employees, from all claims of loss or damage to person or property arising within the course of the contractor's contract for duties.  
Unacceptable exclusion: child molestation/sexual abuse; policy must include a positive endorsement providing coverage for Sexual Abuse and Molestation  
Additional insured: West Islip Union Free School District, Board of Education, all elected and appointed officials, Employees and volunteers using form Additional Insured form CG2010(b) or its equivalent.
3. Automotive Insurance:  
Liability limit- \$1,000,000. Combined single limit  
Additional insured: West Islip Union Free School District, Board of Education, all elected and appointed officials, Employees and volunteers using form Additional Insured form.

Note:

- Insurance shall be provided by an insurance company licensed as an admitted carrier by the State Insurance Department. The insurance shall be AM Best "A" rated as well
- Insurance coverage shall be evidenced by a Certificate of Insurance submitted in a form acceptable to the West Islip UFSD
- The interest of the West Islip UFSD, as an additional insured with no responsibility for payment of premium, shall be added to all policies other than Worker's Compensation.



- In addition to the Additional Insured language on the Insurance Certificate, Contractor shall provide a copy of the Additional Insured Endorsement Page.
- Coverage shall be obtained prior to the start of service, and maintained throughout the life of the contract. **Successful Contractor must submit all insurance certificates within ten (10) business days from award notification.**

**G. RECORD KEEPING:**

1. Contractor shall maintain a record of attendance for each assigned student.
2. The contracted instructor shall maintain a record of evaluation of each student for each scheduled driving session.
3. The contractor shall provide a final examination (summary report) of each student *within one (1) week after the end of the semester*. It is also expected that the certified instructor will inform WEST ISLIP UFSD or its designee of any student who is experiencing difficulty in meeting the requirements of driving.
4. At the close of each instruction term, the Contractor shall submit *within one (1) week* to WEST ISLIP UFSD all attendance and evaluation reports, along with a numerical grade, and other records that are maintained for each student to WEST ISLIP UFSD.

**H. LEGAL STUDENT ABSENCE:**

1. Student absenteeism may result in failure to complete the program. Attendance records must be carefully maintained and submitted on a timely basis. Directions regarding attendance keeping will be given to each instructor by the WEST ISLIP UFSD.
2. Make-Up Session (Sept – June) - Students may be permitted to make up their absence(s). The District will leave one open position to be determined at the start of the Fall/Spring session each week to accommodate for any student who may have an absence(s) to make up.

**I. INCLEMENT WEATHER**

1. The contractor in conjunction with West Islip Coordinator, will make decision regarding cancellation of classes. (1 Hr. prior to the start of 1<sup>st</sup> class). ***Communication between contractor and the West Islip Coordinator is of vital importance.***
2. On weekends the contractor in conjunction with the West Islip Coordinator will make decision regarding cancellation of classes. West Islip Coordinator will contact all students via phone/text with their decision. ***Communication between contractor and the West Islip Coordinator is of vital importance.***

**J. CLASS CANCELLATION BY DRIVING SCHOOL**

1. If the contractor misses or cancels a class (for all other reasons besides inclement weather) Fitzgerald's Driving School must make up the class (makeup time and date to be agreed upon by the contractor and the West Islip UFSD Driver Education Coordinator)

This contract shall be void if the New York State Education Department does not grant approval to WEST ISLIP UFSD's application for a Driver Education Program. WEST ISLIP UFSD will notify Contractor as soon as possible of the status of said application.

**Cost of Maintenance Service:** The price per student/semester (96 students Fall/Spring, 48 students Summer) for period July 2025 – June 2026 is ~~\$385.00~~ <sup>396.36</sup>. A printed invoice must be sent to Attn: Accounts Payable @ West Islip Business Office, 100 Sherman Avenue, West Islip, NY 11795

SEC Added Letter -

**Period of Contract:** The term of this agreement shall be one year beginning on July 1, 2025 and ending on June 30, 2026. If contract is extended after June 2025, the contract price may be increased by CPI (2.95% - 2024) and/or fuel costs, provided the price increase is agreed to by the Board of Education. The vendor agrees that the Board of Education may terminate this agreement.

The District, by 30 days written notice, may terminate this contract, in whole or in part, when it is in the best interest of the District. If this contract is so terminated, the District shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of the termination.

In the event there is a failure to deliver as ordered, or within the time specified, or a failure to provide any of the provisions of the contract, and Fitzgerald's Driving School, Inc. does not cure such failure within the ten (10) day period, the District reserves the right to terminate said contract for default, and in order to protect the continuity of the operations, the required services may be procured from the apparent responsible second low bidder or other sources. In the event the default action is carried out, Fitzgerald's Driving School, Inc. agrees to reimburse the District promptly for excess costs occasioned by such expenditures from revenue owed to the Fitzgerald's Driving School, Inc.

The Legal Notice, Bid Specifications, Bid Form, Appendices, Forms and Bid Proposal Certifications are hereby made part of this Agreement and incorporated herein by reference.

Karen Albanese, CEO  
Fitzgerald's Driving School

Feb. 25, 2025  
Date

\_\_\_\_\_  
West Islip UFSD

\_\_\_\_\_  
Date



# *Fitzgerald's Driving School, Inc.*

Executive office:  
1350 DEER PARK AVENUE  
NORTH BABYLON, L.I., N.Y. 11703  
(631) 667-9642  
[www.fitzgeraldsdrivingschool.com](http://www.fitzgeraldsdrivingschool.com)

Mr. Robert Nocella  
Purchasing Agent  
West Islip Public Schools  
100 Sherman Avenue  
West Islip, NY 11795

February 27, 2025

Dear Mr. Nocella:

I hope you are well and having a great school year. Thank you for your letter of February 14. We welcome the opportunity to extend our contract for the school year beginning July 1, 2025 and ending June 30, 2026. Due to increased operating expenses, we are raising our contract price in line with the CPI (2.95% - 2024).

The price per student is \$396.36

We respectfully request the Board of Education to review our increase. In the meantime, I have signed the enclosed contract and included our updated driving school license along with the requested insurance requirements.

Thank you.

Dedicated to Driver Safety since 1959,

Karen Albanese, CEO

Fitzgerald's Driving School, Inc.  
ph. 631.667.9642 | fax. 631.667.8261



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

AGENDA ITEM VI. C)  
PRESIDENT'S REPORT  
SM 3/25/2025

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**TO:** Elisa Pellati  
**FROM:** Lauren Lay  
**DATE:** March 2025  
**RE:** Udall Library -Weeding

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

Total Copies Weeded: 22

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

Cc: Denise Lamattina

**SUBJECT: CLASS RANKING/WEIGHTING OF GRADES**

The Board of Education wishes to recognize outstanding academic achievement and shall use a system of computing grade average to inform graduating students of their class standing.

**Class Rank Computation**

Courses applicable to class rank are those that are within the five major academic areas (English, social studies, math, science, and foreign language.) Effective with the 2007-2008 school year, all additional college level, honors and advanced placement courses in any discipline are also counted.

**Transcripts**

All courses taken, including summer school or repeated courses, will be listed on a student's transcript. For courses taken more than once, only the highest grade received will be used for ranking purposes.

**Rank for College Application**

Rank for college application purposes is calculated at the conclusion of the junior year.

**Rank for Academic Leaders (Valedictorian/Salutatorian/Other Honors)**

Rank is calculated once again after the completion of seven semesters ~~third quarter of senior year~~ to determine the Academics Leaders, as well as for any other honors that may be based on rank.

**Transfer Students**

To be considered for Academic Leader and the privilege of speaking at graduation, a graduating senior must have spent at least four (4) semesters at West Islip High School. A grade conversion chart will be applied to grades of students who transfer from a school which uses an alternate grading method.

**Dissemination/Notification**

The policy on Class Rank will be disseminated to appropriate school officials and will also be published in the student handbook. This policy will become effective with the high school class of 2002 and all subsequent classes.

**CLASS RANKING**

Commencing with the 2024-2025 school year, all International Baccalaureate (IB) and Advanced Placement (AP) courses will be weighted as follows:

International Baccalaureate (IB)	1.10
Advanced Placement (AP)	1.08

At the end of seven semesters, the grade point averages for seniors will be calculated. Ten students will be chosen based upon their academic performance from which two Academic Leaders will be selected by the Academic Leader/Honored Speaker Selection Committee.

- Academic record
- Extra-curricular activities
- Honor Society standing
- Community Service
- Disciplinary Record
- Attendance Record
- Enrollment History

Regulations will be developed to guide the committee and Academic Leader selection process.

**SUBJECT: OPERATION OF MOTOR-DRIVEN VEHICLES ON DISTRICT PROPERTY**

The use of bicycles, e-bikes, skateboards, motor-driven vehicles, including cars, snowmobiles, mini-bikes, motorcycles, all-terrain vehicles (ATV's), self-balancing two-wheeled motorized boards (i.e., ~~swagways~~, otherwise known as hoverboards) and other such vehicles is prohibited on any school grounds or areas except for authorized school functions or purposes. Approved vehicles must be secured in the location denoted by the building Principal as the District is not responsible for any damage, loss, or theft of any student vehicles brought on school property. Hoverboards may not be stored on school grounds.

All student vehicles are to be used in accordance with State Law, must be registered with the high school Principal and parked in authorized areas for students only. All rules established by the school administration in relation to parking, access to cars during the day, and general guidelines must be observed. Students will abide by the 15 mile-per-hour speed limit on school driveways and the 10 mile-per-hour limit in parking areas that have been set by the Board of Education for students, faculty, and the general public alike. The Principal or assistant principal may suspend driving/parking privileges for any student who does not observe the school rules or is found to drive unsafely.

**Traffic and Parking Controls**

- a) No vehicle while operated upon any school driveway, access roads or other thoroughfares will exceed a speed of 15 miles-per-hour.
- b) No vehicle will exceed a speed of 10 miles-per-hour in areas designated for parking.
- c) No vehicles will be parked upon school premises except in areas designated for the purpose.
- d) The stopping or standing of vehicles in areas for the loading and unloading of school buses is prohibited.
- e) No vehicles may enter any school premises outside of the regularly established school hours unless the occupants thereof are officers, employees, agents, representatives or invitees of the School District, members of a law enforcement agency or fire department or citizens attending a scheduled meeting or other function.
- f) Traffic signs shall be posted to aid in implementing these rules and regulations.

The Superintendent may seek the aid of law enforcement agencies in enforcing these regulations.

Vehicle and Traffic Law Section 1670

*Revised and approved by the Board of Education  
3/25/2025~~2/11/2016~~*

## **SUBJECT: SCHOOL DISTRICT RECORDS REGULATION**

The following comprises the rules and regulations relating to the inspection and production of school district records:

### **I. Designation of Officers**

1. The Records Access Officer will be the District Clerk, who will:
  - a. receive requests for records of the Board of Education and make such records available for inspection or copying when such requests are granted;
  - b. ensure that district information that is not permitted to be released is not released (see section IV. Records Exempted from Public Access, below); and
  - c. compile and maintain a detailed current list by subject matter, of all records in the possession of the Board, whether or not available to the public.
2. The Superintendent of Schools, with the Board's approval, will designate a Records Management Officer for the district. The Records Management Officer will develop and oversee a program for the orderly and efficient management of district records, including maintenance of information security as it pertains to release of district records. The Records Management Officer will ensure proper documentation of the destruction of records, in accordance with the schedule.

### **II. Definition of Records**

1. A record is defined as any information kept, held, filed, produced or reproduced by, with or for the district in any physical form whatsoever, including but not limited to reports, statements, examinations, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or disks, rules, regulations or codes.
2. The Records Access Officer will have the responsibility for compiling and maintaining the following records: receive requests for records of the Board of Education and make such records available for inspection or copying when such requests are granted;
  - a. a record of the final vote of each member of the Board on any proceeding or matter on which the member votes;
  - b. a record setting forth the name, school or office address, title and salary of every officer or employee of the district; and
  - c. a reasonably detailed current list by subject matter of all records in possession of the district, whether or not available for public inspection and copying.
3. No record for which there is a pending request for access may be destroyed. However, nothing in these regulations will require the district to prepare any record not possessed or maintained by it except the records specified in II(2), above.

### **III. Access to Records**

1. Time and place records may be inspected: Records may be requested from, and inspected or copied at, the Office of the Records Access Officer, at 631-930-1560 during the hours of 8:00 am to 3:00 pm on any business day on which the district offices are open. Records may also be requested via e-mail at the following address [district.clerk@wi.k12.ny.us](mailto:district.clerk@wi.k12.ny.us). This information will be posted on the district's website.
2. Fees: The fee for documents up to 9 x 14 inches is 25 cents per page. For documents larger than 9 x 14 inches, tape or cassette records, computer printouts, or other records, the cost will be based on the actual cost of reproduction or program utilized. Fees are subject to periodic review and change. However, no fee will be charged for records sent via email, the search for or inspection of records, certification of documents, or copies of documents which have been printed or reproduced for distribution to the public. No fee will be charged if an identical record has been prepared within the past six (6) months and an electronic copy is available, except for the actual cost of a storage device if one is provided in complying with the request. The number of such copies given to any one organization or individual may be limited, in the discretion of the Records Access Officer. In determining the actual cost of reproducing a record, the district may only include: (1) the hourly salary of the lowest paid employee with the necessary skill required

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Section 3000 / Community Relations

to prepare a copy of the record, but only where at least two hours is required, (2) the actual cost of any storage devices or media provided in complying with the request, and (3) the actual cost to the district of engaging an outside service needed to prepare a copy of the record if the district's equipment is not able to prepare a copy. The district will inform the person making the request of the estimated cost, if more than two hours of employee time would be needed, or if it would be necessary to retain an outside service.

3. Procedures: Requests to inspect or secure copies of records must be submitted in writing, either in person, by mail or via email, to the Records Access Officer.
4. All requests for information will be responded to within five business days of receipt of the request. If the request cannot be fulfilled within five business days, the Records Access Officer will acknowledge receipt of the request and provide the approximate date when the request will be granted or denied.
5. If a request cannot be granted within 20 business days from the date of acknowledgement of the request, the district must state in writing both the reason the request cannot be granted within 20 business days, and a date certain within a reasonable period when it will be granted depending on the circumstances of the request.
6. Denial of Access: When a request for access to a public record is denied, the Records Access Officer will indicate in writing the reasons for such denial, and the right to appeal.
7. Appeal: An applicant denied access to a public record may file an appeal by delivering a copy of the request and a copy of the denial to the Superintendent within 30 days after the denial from which such appeal is taken.
8. The applicant and the New York State Committee on Open Government will be informed of the Superintendent's determination in writing within 10 business days of receipt of an appeal. The Superintendent will transmit to the Committee on Open Government photocopies of all appeals and determinations.

#### IV. Records Exempted from Public Access

The provisions of this regulation relating to information available for public inspection and copying do not apply to records that:

1. are specifically exempted from disclosure by state and/or federal statute;
2. if disclosed would constitute an unwarranted invasion of personal privacy;
3. if disclosed would impair present or imminent contract awards or collective bargaining negotiations;
4. are trade secrets, or are submitted to the Board by a commercial enterprise (e.g., a for-profit business entity) and which if disclosed would cause substantial injury to the competitive position of that enterprise;
5. are compiled for law enforcement purposes and which, if disclosed, would:
  - a. interfere with law enforcement investigations or judicial proceedings (except that if the district is not conducting the investigation, it must receive confirmation from the agency conducting the investigation that disclosure would interfere with an ongoing investigation);
  - b. deprive a person of a right to a fair trial or impartial adjudication;
  - c. identify a confidential source or disclose confidential techniques or procedures, except routine techniques or procedures; or
  - d. reveal criminal investigative techniques or procedures, except routine techniques and procedures;
6. which if disclosed would endanger the life or safety of any person;
7. which are interagency or intra-agency communications, except to the extent that such materials consist of:
  - a. statistical or factual tabulations or data;
  - b. instructions to staff which affect the public;
  - c. final Board policy determinations; or
  - d. external audits, including but not limited to audits performed by the comptroller and the federal government;
8. which are examination questions or answers that are requested prior to the final administration of such questions;
9. which if disclosed would jeopardize the district's capacity to guarantee the security of its information technology assets (which encompasses both the system and the infrastructure).

#### V. Prevention of Unwarranted Invasion of Privacy



To prevent an unwarranted invasion of personal privacy, the Records Access Officer may delete identifying details when records are made available. An unwarranted invasion of personal privacy includes but is not limited to:

1. disclosure of confidential personal matters reported to the Board which are not relevant or essential to the ordinary work of the Board;
2. disclosure of employment, medical or credit histories or personal references of applicants for employment, unless the applicant has provided a written release permitting such disclosures;
3. sale or release of lists of names and addresses in the possession of the Board if such lists would be used for private, commercial or fund-raising purposes;
4. disclosure of information of a personal nature when disclosure would result in economic or personal hardship to the subject party and such records are not relevant or essential to the ordinary work of the Board; or
5. disclosure of items involving the medical or personal records of a client or patient in a hospital or medical facility.

Unless otherwise deniable, disclosure is not construed to constitute an unwarranted invasion of privacy when identifying details are deleted, when the person to whom records pertain consents in writing to disclosure, or when upon presenting reasonable proof of identity, a person seeks access to records pertaining to themselves.

Additionally, even if a release of information would be permitted under the state's Freedom of Information Law (FOIL), the district will not use or disclose any student or staff personally identifiable information (PII) unless it benefits students and the district, in conformance with state Education Law §2-d ("§2-d") and state regulations 8 NYCRR Part 121 ("Part 121"). Releases that "benefit students and the district" include:

- improving academic achievement,
- empowering parents and students with information, and
- and/or advancing efficient and effective school operations.

PII for student data is defined in federal regulations 34 CFR §99.3, and PII for teacher and principal data is defined in state Education Law §3012-c(10). The Superintendent, the district's Data Protection Officer, and the district's attorney, if necessary, will assist in determining whether complying with a FOIL request can be done in conformance with §2-d and Part 121.

## VI. Listing of Records

Pursuant to Section 87(3)(c) of the Public Officers Law, the district will maintain a reasonably detailed list by subject matter of all records in the possession of the school district, whether or not available under the law. The subject matter list will be detailed enough to allow the category of the information sought to be identified. The district will update the subject matter list annually, and conspicuously show the most recent date on the list. The Superintendent or designee, in consultation with the Records Management Officer, will develop and disseminate department-specific guidance so that staff can implement this policy and regulation.

## VII. Litigation-Hold

The Superintendent will designate a "discovery" team, comprised of the school attorney, Chief Information Officer, the Records Access and Records Management Officer and other personnel as needed. The discovery team will convene in the event that litigation is commenced to plan to respond to the request for records. The Superintendent, with assistance from the District Clerk will ensure that measures are put in place to preserve applicable records.

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**SUBJECT: EX OFFICIO STUDENT MEMBER OF THE BOARD**

The Board of Education believes that it is important to include students' voices in its deliberations. Pursuant to law, the Board will designate at least one ex officio student member of the Board for the purpose of providing regular and direct communication between the Board and the student body.

Good faith actions, mutual respect, and cooperative effort of all parties are essential to a positive and meaningful partnership and bringing about meaningful changes. The Board believes that an ex officio student member will:

1. provide students with an opportunity to express their voices, take ownership of their education, and impact Board decisions;
  2. provide for the Board and students a vehicle through which they may exchange information and learn from one another;
  3. provide an opportunity for students to gain experience with governance and leadership;
  4. broaden the base of information available to those ultimately responsible for educational decision making;
- and
5. develop an environment that encourages inclusion, understanding, trust, and respect.

**Position of Ex Officio Student Member of the Board**

As required by law, the Board will have at least one ex officio student member. Ex officio student member(s) will be entitled to sit with Board members at all public meetings and hearings, participate in other Board activities and responsibilities at the discretion of the Board, but will not be required to participate in mandatory training for elected or appointed Board members. Ex officio student members may be excused to leave meetings early, upon the approval of the Board President.

Ex officio student member(s) will NOT: be allowed to vote; be allowed to attend executive sessions or any other meetings or hearings not open to the public; or be entitled to receive compensation of any form for participating at Board meeting. Neither will they have the authority to call a special and/or emergency meeting of the Board; be considered a "member" of the Board for the purpose of establishing a quorum for conducting business; or be allowed to see or discuss documents or information regarding individual district personnel, collective bargaining negotiations, individual student records, or any other confidential matters.

Ex officio student member(s) will serve for a term of one (1) year, commencing on July 1 and ending on the succeeding June 30. Attendance at Board meetings is optional for the ex officio student member during July and August.

Specifically, ex officio student members of the Board are expected to:

1. Bring a student perspective to the Board's discussions;
2. Bring student concerns to the Board's attention;
3. Represent the student body on the Board;
4. Report back to the student body on the Board's actions; and
5. Solicit input from students on matters impacting the district, at the direction of the Board.

**Qualifications and Selection of the Ex Officio Student Member of the Board**

Ex officio student member(s) must have attended high school in the district for at least one year prior to selection. The selection process will take place during the second semester of the school year preceding the next term.

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Ex officio student Board members will be selected by a committee of high school stakeholders that is chaired by the high school administrative team. All qualified students interested in serving as ex officio student member are encouraged to apply in the manner established by the high school administration in consultation with the Superintendent. The district will advertise the position of ex officio student member of the Board to high school students, as well as the method of applying for the position, well in advance of the deadline for doing so. The High School Principal will verify that the students meet the requirements outlined in this policy.

The ex officio student member represents the student body, and acts as an example for the students of the district. Such students are expected to abide by all applicable Board policies including the student Code of Conduct. Violations may result in removal from the position as determined by the Board. Ex officio student members may resign in writing to the District Clerk. The Board may also declare the seat vacant if the ex officio student member fails to attend three consecutive Board meetings without sufficient excuse.

If there is a vacancy due to resignation or removal, and there is no alternate, the Board will decide if there is enough time to select another student as ex officio student member in accordance with this policy, and if there is not, will leave the position vacant until the next term begins.

The Superintendent or designee is responsible for arranging an orientation and training program for the ex officio student member. The Superintendent will establish procedures for the ex officio student member with the Board of Education if necessary to implement this policy.

Ref: Education Law §§1702(3); 1709; 1804(12);  
1901(2); 1950(2-c); 2109; 2502(10); 2552; 2553(1-a), (11)

*Adopted by the Board of Education 3/25/25*

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Ref: Education Law §§1702(3); 1709; 1804(12);  
1901(2); 1950(2-c); 2109; 2502(10); 2552; 2553(1-a), (11)

*Adopted by the Board of Education 3/25/25*

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**SUBJECT: EXTREME HEAT CONDITION DAYS**

As required by Education Law section 409-n, the Board of Education adopts this policy to address the health and safety of students and employees on extreme heat condition days. "Extreme heat condition days" are defined by law as when occupiable educational and support services spaces are eighty-two degrees Fahrenheit or higher. Under the law, "support services spaces" do not include kitchen areas used in the preparation of food for consumption by students. The law requires room temperature to be measured at a shaded location, three feet above the floor near the center of the room.

When the temperature of an occupiable educational or support service space reaches eighty-two degrees Fahrenheit, the district will take actions to relieve heat-related discomfort (consistent with fire and building codes), including but not limited to the following:

1. Turning off the overhead lights;
2. Pulling down shades or blinds;
3. Turning on fans;
4. Opening classroom doors and windows to increase circulation;
5. Turning off unused electronics that produce heat ; and
6. Providing water breaks

The Superintendent of Schools, Director of Facilities, and Building Principals will determine which actions to take, when to take them and in what order, and who will take them (consistent with applicable collective bargaining agreements).

On days when the outside temperature is expected to reach at least eighty (80) degrees, the district may take the actions listed above earlier in the day or before school starts, when the temperature is lower. The Superintendent and Director of Facilities will develop strategies to cool the district's occupiable educational and support services spaces during hot days. The district will also remind students and their families to dress appropriately for the weather.

Students and staff will be removed from educational and support services spaces when the temperature reaches eighty-eight degrees Fahrenheit, when practicable. The Superintendent will direct Building Principals to evacuate the space, including but not limited to the following:

1. Move students and staff to cooler locations; or
2. Close school early and send students and staff home according to the district's early closing protocols.

On days when the outside temperature is expected to be high enough that temperatures in occupiable educational or support service spaces are likely to reach eighty-eight degrees, even with the heat mitigation measures taken, the district may hold classes remotely or close school entirely (in accordance with required minimum instructional time). The Superintendent is authorized to make this decision. Remote learning may be district-wide, building-level, or for groups of students and staff affected by the extreme heat conditions.

Ref: Education Law §§409-n; 2801-a

Approved by the Board of Education 3/23/2025