AGENDA



VETERANS DAY

HONORING ALL WHO SERVED

BOARD OF EDUCATION

November 12, 2020

Beach Street Middle School 17 Beach Street

Due to Governor Cuomo's Executive Order, gatherings are limited to no more than fifty (50) people in regions that have reached Phase Four of reopening, so long as appropriate social distancing and face covering requirements are followed. Attendance at this meeting is on a first-come, first-serve basis and will be by reservation only. Submit reservation requests via email to wi.districtclerk@wi.k12.ny.us Meeting location is subject to change pending any Executive Orders related to the COVID-19 pandemic.

Submitted by: Bernadette M. Burns Superintendent of Schools

AGENDA

REGULAR MEETING OF THE BOARD OF EDUCATION November 12, 2020

Beach Street Middle School

West Islit. New York

- I. CALL TO ORDER
- II. QUORUM COUNT
- III. ANNOUNCEMENTS appointment of Sean McAleavey, Director of Security
- IV. INVITATION TO PUBLIC The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and address required}. Due to restrictions on in-person attendance, residents are encouraged to submit their questions prior to the meeting at <u>wi.officeofsuperintendent@wi.k12.ny.us</u> or <u>boe@wi.k12.ny.us</u>. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.
- V. APPROVAL OF MINUTES: A motion is needed to approve the minutes of the October 20, 2020 Planning Session.

VI. RECOGNITION

- West Islip Association of School Administrators ~ Andrew O'Farrell and Eric Albinder
- Veterans' Day ~ Thomas Compitello, Reanna Fulton and Jack Maniscalco
- VII. PERSONNEL
- VIII. CURRICULUM UPDATE

IX. REPORT OF BOARD COMMITTEES

- Education Committee {11/10/2020}
- B) Finance Committee {11/10/2020}
- Buildings and Grounds Committee {11/10/2020}
- D) Special Education Committee {11/12/2020}
- Audit Committee {10/20/2020}
- Health and Wellness Committee {10/13/2020}

X. FINANCIAL MATTERS

A) Treasurer's Report

XI. BUSINESS ITEMS

- A) Approval of Budget Transfers
- Approval of Contracts 2020-2021
 - East Islip UFSD Special Education Services Contract
 - Nassau Neuropsychological Services Consultant Services Contract
- Approval of Change Order
 - WIHS Laser Industries, Inc. **\$**14,469.49
- Approval of BOCES Multi-Year Service Agreement for Xerox copiers
- Approval of Resolutions
 - Receipt of the Agreed-Upon Procedures Reported dated October 6, 2020 from Cullen & Danowski, LLP
 - 2. Approval of the Corrective Action Plan in response to the Internal Auditors' Agreed-Upon Procedures Reported dated October 6, 2020, submitted by the Assistant Superintendent for Business
 - 3. Approval of the Corrective Action Plan in response to the Independent Auditors' Report for the year ended June 30, 2020, submitted by the Assistant Superintendent for Business
 - 4. Donation of Makerbot 3D 5th generation printer \$600.00 → WIHS and filament rolls from Deborah Brown
 - 5. Donation from Ahold Delhaize USA \$1,157.33 → Manetuck
 - 6. Increase to Budget 2020-2021 \$1,157.33

XI. BUSINESS ITEMS, continued

- F) Approval of Surplus
 - 1. Music stands at Oquenock
 - 2. Table top drill at Beach
 - 3. Miscellaneous IT equipment
- G) Approval of SEDCAR Contracts 2020-2021
 - ACDS
 - 2. ACLD
 - 3. Alternatives for Children
 - 4. Brookville Center for Children's Services
 - 5. Building Blocks Developmental Pre-School
 - 6. Center for Developmental Disabilities
 - 7. Cleary School for the Deaf
 - 8. Connetquot Central School District of Islip
 - 9. Developmental Disabilities, Inc.
 - 10. Eden II Programs
 - 11. Green Chimneys School
 - 12. Henry Viscardi School
 - 13. Julia Dyckman Andrus Memorial, Inc.
 - 14. Just Kids Early Childhood Learning Center
 - 15. Kids First Evaluation and Advocacy Center
 - 16. Kids in Action of Long Island, Inc.
 - 17. Kidz Therapy Services, PLLC
 - 18. Leeway School
 - 19. Little Angels Center
 - 20. Metro Therapy
 - 21. Mid Island Associates d/b/a/ All About Kids
 - 22. Suffolk County Department of Social Services
 - 23. The Hagedorn Little Village School
 - 24. The New Interdisciplinary School
 - 25. The Opportunity Pre-School
 - 26. United Cerebral Palsy of Greater Suffolk, Inc.
 - Wood Services

XII. PRESIDENT'S REPORT

- A) Approval of Notice of Special District Meeting
- B) Approval of WIASA MoA re: additional days
- Approval of 2020-2021 Goals and Objectives

XIII. SUPERINTENDENT'S REPORT

XIV. NOTICES/REMINDERS

XV. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

- XVI. INVITATION TO PUBLIC The public, at this time, is invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards {name and address required}. Due to restrictions on in-person attendance, residents are encouraged to submit their questions prior to the meeting at wi.officeossuperintendent@wi.k12.ny.us or boe@wi.k12.ny.us. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.
- XVII. **EXECUTIVE SESSION** After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session in the District Office Board Room to consider any items for which a vote is required.
- XVIII. CLOSING Adjournment

AGENDA ITEM V. MINUTES RM 11/12/2020

PLANNING SESSION MEETING OF THE BOARD OF EDUCATION October 20, 2020 – Beach Street Library-Media Center

PRESENT:

Mr. Gellar, Mr. McCann, Mr. Antoniello, Mr. Compitello, Mrs. LaRosa,

Mr. Maginniss, Mr. Tussie

ABSENT:

None

ADMINISTRATORS:

Mrs. Burns, Mrs. Morrison, Mrs. Pellati, Mr. Taylor

ABSENT:

None

ATTORNEY:

None

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to adjourn to Executive Session at 7:20 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 7:33 p.m. on motion by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor.

Meeting adjourned at 7:33 p.m. on motion by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor.

Planning Session meeting was called to order at 7:54 p.m.

APPROVAL OF MINUTES

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve the minutes of the October 8, 2020 Board of Education Regular Meeting and the amended minutes of the September 10 Regular Meeting.

PERSONNEL

Motion was made by Peter McCann, seconded by, Richard Antoniello and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Kelly O'Hara, Elementary, effective November 5, 2020 to November 4, 2024 (Manetuck; Step APK¹; replacing M. Gallagher {resigned}).

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

Motion was made by Peter McCann, seconded by Richard Antoniello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Kristin Barba, Cafeteria Aide, effective October 10, 2020 (Bayview).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Marilyn Grippo, Cafeteria Aide, effective October 31, 2020 (Paul J. Bellew).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Christine Kearney, School Lunch Manager, effective October 21, 2020 (District Office).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Sean McAleavey, Director of School Safety, effective November 4, 2020.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Elizabeth Eppig, Cafeteria Aide, effective October 21, 2020 (Udall; Step 1; replacing D. Brites {Special Education Aide}).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Christine Kearney, Business Manager I, effective October 21, 2020 (District Office; \$120,000; new position).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Dawn Pizzuto, Cafeteria Aide, effective October 21, 2020 (Bayview; Step 1; replacing K. Barba ({resigned}).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: Colleen Guimaraes, Security/Receptionist Paraprofessional, effective November 13, 2020 (Udall; Step 7; replacing P. Ford {retired}).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: LEAVE OF ABSENCE (paid) (pursuant to FEPSLA): Mary Perez, Cafeteria Aide, effective September 30, 2020 - October 29, 2020 (Manetuck).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE CUSTODIAN (\$14.00/hr.): Kevin Tinelli, effective October 21, 2020.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$130 per diem): Madeline Colucci, effective October 21, 2020, student teacher; Gabrielle Mescia, effective October 21, 2020.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: MENTOR PROGRAM 2020-2021: Mentor (\$1,020 stipend, pro-rated) Monica Elgut (Ryan Licht, World Languages).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHING ASSISTANT (\$85 per diem): *Deborah Belgiorno, effective October 21, 2020.

*Conditional pending fingerprinting clearance

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: DRIVER EDUCATION 2020-2021: Tim Horan, Director - \$150 additional stipend per session; Dorothy Rabin, Secretary - \$100 additional stipend per session.

Motion was made by Peter McCann, seconded by Anthony Tussic and carried when all Board members present voted in favor to approve OTHER: INTRAMURAL STAFF 2020-2021:

| George Botsch | Vanessa Lillis | Thomas Powers |
|-------------------|------------------|------------------|
| Brian Cameron | Vincent Luvera | Colleen Reilly |
| John Denninger | James McManus | Jeremy Robertson |
| James Dooley | Steve Mileti | Beth Sherwood |
| Kristin Doherty | Melinda Monahan | Deborah Throo |
| Nicholas Grieco | Joseph Nicolosi | Anthony Yuli |
| Josephine Hassett | Joanne Orehowsky | |
| James Klimkoski | Edward Pieron | |

Motion was made by Peter McCann, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve updated resolution re: certification of qualified Lead Evaluators and evaluators of teachers having successfully completed the training requirements. (resolution in supplemental file).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve WITA Memorandum of Agreement re: attendance recording.

Motion was made by Peter McCann, seconded by Anthony Tussic and carried when all Board members present voted in favor to approve resolutions:

- 1. Funding for fiscal year ended June 30, 2020 from Unassigned Fund Balance.
- 2. Receipt of Independent Auditors Report for year ended June 30, 2020.

Be it resolved, that the Board of Education hereby authorizes funding for the fiscal year ended June 30, 2020 from Unassigned Fund Balance as follows:

To the Reserve sub-fund for Teachers' Retirement Contribution System - an amount not to exceed 900,000,

To the Reserve for Employee Retirement Contribution - an amount not to exceed \$1,500,000

To the Reserve for Unemployment – an amount not to exceed \$400,000

To the Capital Reserve - an amount not to exceed \$2,000,000

Be it resolved, that the Board of Education of the West Islip Union Free School District acknowledges receipt of the Independent Auditors Report for the year ended June 30, 2020 from R.S. Abrams & Co., LLP.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve 2020-2021 contract: Health Source Group, Inc. Consultant Services Contract.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to adjourn to Executive Session at 8:16 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:40 p.m. on motion by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor.

Meeting adjourned at 8:40 p.m. on motion by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to adjourn to Super-Executive Session at 8:40 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at p.m. on motion by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor.

Meeting adjourned at p.m. on motion by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor.

Respectfully submitted,

Mary Hock District Clerk

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

PERSONNEL:

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

TEACHERS

T-1 <u>LEAVE OF ABSENCE</u> (paid)

(Pursuant to FEPSLA)

Jennifer Colonna, World Languages Effective October 15, 2020 - October 28, 2020 (High School/Beach Street)

Heather Enright, English Effective October 19, 2020 - October 21, 2020 (High School)

Ryan Foley, Special Education Effective October 20, 2020 (High School)

Josephine Hassett, Physical Education Effective October 19, 2020 - October 23, 2020 (High School)

Siobhan Kelly, English Effective November 2, 2020 - November 13, 2020 (Beach Street Middle School)

Nancy Silvestrini, Family Consumer Science Effective October 20, 2020 (High School)

Amanda Sparrow, Guidance Effective November 16, 2020 - December 1, 2020 (High School)

CIVIL SERVICE

CL-1 <u>RESIGNATION</u>

Mary Cameron, Building Aide Effective January 3, 2021 (Manetuck)

Su Jordan, Part Time Food Service Worker Effective November 12, 2020 (Udall)

CIVIL SERVICE, continued

CL-2 PROBATIONARY APPOINTMENT

Mary Cameron, Contingent Office Assistant
Effective January 4, 2021 – March 26, 2021
(Manetuck; Step 1; replacing R. Mineo {12-Month Senior Office Assistant})

Kimberly Creitz, Cafeteria Aide
Effective November 9, 2020
(Paul J. Bellew; Step 1; replacing M. Grippo {resigned})

Christina Curley, Special Education Aide
Effective November 13, 2020
(Udall; Step 1; replacing C. Guimaraes {Security/Receptionist Para})

Elizabeth Jardeleza, Part Time Food Service Worker Effective November 13, 2020 (Udall; \$15.13 hr; replacing J. LeBarr {retired})

Su Jordan, Health Office Aide Effective November 13, 2020 (Udall; Step 1; replacing W. Khokhar {resigned})

James McPhail, Bus Driver
Effective December 14, 2020
(Transportation; Step 7; replacing B. Lirosi {retired})

Onur Oztimurlenk, Network & Systems Technician Effective November 13, 2020 (District Office; \$55,000 {new position})

CL-3 CHANGE IN TITLE

Lorraine Carleton, Senior Account Clerk

Effective January 4, 2021

(District Office; Step 3; change from Account Clerk; replacing M. Quattrocchi {retired})

Ruth Mineo, Senior Office Assistant

Effective January 4, 2021

(Manetuck; Step 6; change from 10-Month Office Assistant to a 12-Month Senior Office Assistant; replacing D. Rabin {retired})

Richard Ogburn, Custodial Worker III

Effective November 13, 2020

(High School; Step 10; change from Custodial Worker I; replacing J. Ingrassia {retired})

CL-4 LEAVE OF ABSENCE (paid)

(pursuant to EFMLEA)

Mary Perez, Cafeteria Aide Effective November 2, 2020 – December 23, 2020 (Manetuck)

CIVIL SERVICE, continued

CL-5 SUBSTITUTE CUSTODIAN (\$14.00/hr)

Yumei Guo, effective November 13, 2020

OTHER

SUBSTITUTE TEACHER (\$130 per diem)

Jade Lawrence, effective November 6, 2020

MENTOR PROGRAM 2020-2021

Mentor (\$1020 stipend, pro-rated)
Robin Caputo (Kelly O'Hara, Pre-K)

HOMEBOUND INSTRUCTOR (\$66.71/hr)

Jake Myerson, effective November 13, 2020

INTRAMURAL STAFF 2020-2021

Laura Arabito Ryan DeLuca Philip Kane

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this 22nd day of October, 2020 by and between the Board of Education of the East Islip Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 1 Craig B. Gariepy Avenue, Islip Terrace, New York, 11752 and the Board of Education of the West Islip Union Free School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. <u>TERM</u>: The term of this Agreement shall be from September 8, 2020 through June 30, 2021 inclusive, unless terminated earlier as provided for in this Agreement.

B. <u>SERVICES AND RESPONSIBILITIES:</u>

- 1. The DISTRICT OF LOCATION shall develop individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".
 - a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

C. <u>COMPENSATION</u>:

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

The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule "A" pursuant to the Agreement and the IESP attached as Schedule "B" in accordance with the Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.

- 2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
- 3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

D. **TERMINATION**

This Agreement may be terminated by written notice of either party if (1) Schedule "A" has been deleted so that there are no students of the DISTRICT OF RESIDENCE entitled to special education services from the DISTRICT OF LOCATION, or (2) the State Education Department has issued guidelines to school district governing the provision of special education services pursuant to Education Law 3602-c.

E. <u>MISCELLANEOUS</u>

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

To DISTRICT OF RESIDENCE: 100 Sherman Avenue, West Islip, NY 11795

To DISTRICT OF LOCATION:
1 Craig B. Gariepy Avenue, Islip Terrace, NY 11752

- 2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 3. 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.
- 4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
- 5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
- 6. This Agreement, along with the attached Schedules "A" and "B", 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.
- 7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
- 8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.

- 9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
- 10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

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DISTRICT OF LOCATION

| By: | By: Jessica Carney |
|---------------------------------------|---|
| President Board of Education | President Board of Education |
| West Islip Union Free School District | By: Jessica Carney President Board of Faucation East Islip Union Free School District |
| Date: | Date: 10/22/2020 |

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2020, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Nassau Neuropsychological Services (hereinafter the "CONSULTANT"), having a principal mailing address of 386 S. Oyster Bay Road, Hicksville, NY 11801.

A. TERM

1. The term of this Agreement shall be from July 1, 2020 through June 30, 2021, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

In performing services specified in this Agreement, it is understood that:

- CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- 2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
- 3. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing, and signed by authorized representatives of both parties.
- 4. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

C. <u>SERVICES AND RESPO</u>NSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

Psychoeducational evaluation (IEE) as per attached Addendum

- 2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.
- 3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof by providing copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement, and any other license or certification applicable.
- 4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
- 5. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

D. <u>COMPENSATION</u>

- CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
- 2. Compensation shall be as at the rate of \$1,400.00

E. **INSURANCE**

 CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).

 CONSULTANT shall provide the DISTRICT will a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.

F. <u>TERMINATION</u>

- 1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
- 2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- 3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

G. SUCCESSORS AND ASSIGNS

It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

H. WAIVER OF RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

I. SEVERABILITY

Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

J. **GOVERNING LAW**

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

K. ENTIRE AGREEMENT

- This Agreement is the complete and exclusive statement of the Agreement between the
 parties, and supersedes all prior or contemporaneous, oral or written: agreements,
 proposals, understandings, representations, conditions or covenants between the parties
 relating to the subject matter of the Agreement.
- 2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
- 3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

| IA92290 | Neuropsychological Services | west Islip Union Free School Distric |
|---------|--|--------------------------------------|
| BY: | Our Elizabeth Axel Or. Elizabeth Axel | President, Board of Education |
| | Di. Bilancour i Etor | resident, Doma of Education |

Supplemental Agreement between the

WEST ISLIP UNION FREE SCHOOL DISTRICT

and

NASSAU NEUROPSYCHOLOGICAL SERVICES

Supplemental Agreement dated this 1st day of July, 2020 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, Nassau Neuropsychological Services (the "Contractor") located at 386 S. Oyster Bay Road, Hicksville, NY 11801.

WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d (hereinafter "Supplemental Agreement").

NOW THEREFORE, in consideration of the mutual promises below, the District and Contractor agree as follows:

- 1. <u>Defined Terms</u>: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d.
 - a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c), and in reference to the party to this Agreement shall mean the WEST ISLIP UNION FREE SCHOOL DISTRICT.
 - b. "Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean Nassau Neuropsychological Services.
 - c. "Student" means any person attending or seeking to enroll in an Educational Agency.
 - d. "Student Data" means Personally Identifiable Information of a "Student."
 - e. "Eligible Student" means a Student who is eighteen years or older.

- f. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.
- g. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- h. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- i. "Teacher or Principal Data" means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.
- j. "Personally Identifiable Information" shall have the following meanings:
 - i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)
 - ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.
- 2. The District has developed the Parents' Bill of Rights for Data Privacy and Security, the terms of which are applicable to the Agreement between the District and Contractor and are incorporated into this Supplemental Agreement. The Parents Bill of Rights for Data Privacy and Security states:
 - a. A student's personally identifiable information cannot be sold or released for any commercial purposes.
 - b. Parents have the right to inspect and review the complete contents of their child's education record maintained by the West Islip Union Free School District.
 - c. State and federal laws protect the confidentiality of personally identifiable information. 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.
 - d. A complete list of all student data elements collected by the State is available for public review at

http://www.p12.nvsed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx

or a copy may be obtained by writing to:

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

e. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:

Lisa DiSibio, District Data Coordinator West Islip UFSD 100 Sherman Avenue West Islip, New York, 11795 631-930-1583 Ldisibio@wi.k12.nv.us

- f. "Supplemental information" for each contract into which the District enters with a third party who receives student data or teacher or principal data shall:
 - i. state the exclusive purposes for which the student data or teacher or principal data will be used:
 - ii. specify 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;
 - stipulate when the agreement expires and what will happen to the student data or teacher or principal data upon expiration of the agreement;
 - iv. include 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
 - v. state where the student data or teacher or principal data will be stored and the security protections taken to ensure such data will be protected.

This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department's Chief Privacy Officer, as well as emerging guidance documents.

- 3. As required by Education Law §2-d(3)(c), the District has developed the following "supplemental information" for the Agreement with the Contractor:
 - a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the exclusive purpose(s) of performing Contractor's obligations under this Agreement.

- b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and/or the data protection and security requirements set forth in Education Law §2-d.
- c. When the Agreement terminates between the District and the Contractor, the Contractor shall return such data to the District or if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form in a manner agreeable to the district.
- d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District."
- e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: [Insert the manner in which Student Data and/or Principal or Teacher Data will be stored, and the security procedures that will be taken to ensure that the Data will be protected, including whether the data will be encrypted.]

| Student data will be stored in two ways. Paper files will be stored in a file |
|--|
| binet in a locked private practice office. All digital data will be stored on a private |
| assword-protected laptop. An encryption service will be used that is HIPAA compliant. Il cloud based storage is also password-protected, and encrypted with appropriate BAA in file. |
| |

- 4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.
- 5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:
 - a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;

- c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:
 - i. Without the prior written consent of the Parent or Eligible Student; or
 - ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.
- d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
- 6. Breach and unauthorized release of Personally Identifiable Information:
 - a. In accordance with Education Law §2-d(6), the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.
 - b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.
 - c. In the case of notification to a Parent, Eligible Student, Teacher or Principal due to the unauthorized release of student data by the Contractor, or its subcontractors or assignees, the Contractor shall promptly reimburse the educational agency for the full cost of such notification, as required by Education Law §2-d(6)(c).

7. Miscellaneous:

- a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor to operate in compliance with the amendment or modified requirements under the applicable laws or regulations.
- b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.
- c. Nothing express or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

Nassau Neuropsychological Services

WEST ISLIP UFSD

| By: Chyaban axil Phs | Ву: |
|--------------------------------|--------------------------------------|
| Print Name: Dr. Elizabeth Axel | Print Name: Steven D. Gellar |
| Title: Psychologist/Owner | Title: President, Board of Education |
| Date: 10/30/2020 | Date: |

CHANGE ORDER

OWNER ARCHITECT CONTRACTOR FIELD OTHER

AGENDA ITEM XI. C) **BUSINESS ITEMS** RM 11/12/2020

SED No. 58-05-09-03-0-008-034

Project Manager, Josh Staples

AIA DOCUMENT G701

PROJECT:

West Islip UFSD

(name, address)

Phase 4b Bond Work at

West Islip High School

TO CONTRACTOR: Laser Industries, Inc.

(name, address)

1775 Route 25, P.O. Box 315

Ridge, NY 11961

CHANGE ORDER NUMBER: 5R

DATE: September 29, 2020

ARCHITECT'S PROJECT NO.: 17-371a

CONTRACT DATE: January 10, 2020

CONTRACT FOR: Site Improvements D-W

(GC-2)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

1. Purchase and install (7) MAXI trash receptacles and return (7) MONO trash receptacles. The MONO trash receptacles were too shallow and not acceptable. Includes freight and

Total Additional Cost\$14,469.49

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum-Price) was\$ 310,000.00 Net change by previously authorized Change Orders.....\$ 80,357.31 The (Contract Sum)(Guaranteed-Maximum Price) prior to this Change Order was......\$ 390,357.31 The (Contract Sum)(Guaranteed-Maximum-Price) will (increased)(decreased) (unchanged) by this Change Order in the amount of......\$ 14,469,49 The new (Contract Sum) (Guaranteed Maximum) including this Change Order will be.....\$ 404,826.80 The Contract Time will be (increased) (decreased) (unchanged) by zero (0) days. The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

DDS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC

ARCHITECT (631) 475-0349

244 E. Main Street Address

Patchogue, NY 11772

Lawrence Salvesen, AIA LEED AP

Date

Laser Industries, Inc.

CONTRACTOR (631) 924-0644

1775 Route 25, P.O. Box 315

Address

Ridge, NY 11961

EULINO, PRES.

West Islip UFSD

(631) 893-3200

100 Sherman Avenue

Address

West Islip, 795

Ву

Dat

AIA DOCUMENT G701 · CHANGE ORDER · 1987 EDITION · AIAD · 01987

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON D.C. 20006

G701-1987

WGR

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Board of Cooperative Educational Services First Supervisory District of Suffolk County

Multi-Year Service Agreement

| District: | West Islip Union Free School District |
|-----------------------------|---|
| Project Number and Name: | WI-49-100120-2020-2024/ /Xerox Networked Copiers |
| Co-Ser Number and Name: | 601 R012 - Multi Year Networked Copier Project |
| | 48 Months <u>Effective Date:</u> Upon execution by both parties <u>End Date:</u> May 30, 2025 |
| Type of Project: | Financed Project X Non Financed Project |
| 1. | |

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

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

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

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

- 2. Definitions As used in this Service Agreement, the following definitions shall apply:
 - a. <u>"Acceptance Period"</u> shall mean a 30 day time-period following BOCES' delivery of Items to the District. During such time period, the District shall either accept or reject responsibility for the Items
 - b. "BOCES Approved Software List" shall mean a current list of software applications that are available for District use and supported by BOCES. The Approved Software List may be requested from BOCES Regional Information Center. Districts may request a software application be added to the Approved Software List by completing and submitting a request form, a copy of which is available upon request to BOCES Regional Information Center
 - c. <u>"Cooperative Service Agreement ("Co-Ser")"</u> shall mean an approved cooperative agreement of a shared service between a BOCES and two or more Districts.
 - d. <u>"Estimated Cost/Payment Schedule"</u> shall mean a summary of the estimated annual costs and schedule of payments for the Project (Items and/or Services) in accordance with the Service Agreement and is attached hereto as *Exhibit B*.

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

3. BOCES' Responsibilities

- BOCES will work with the District to ensure that the Project or the Financed Project as applicable, is consistent with regional standards adopted in the annual Chapter 793 process.
- b. In accordance with this Service Agreement, BOCES will acquire, install (if applicable), and maintain (if applicable) all Items (hardware and software) on the District's behalf as noted in Exhibit A. BOCES shall retain ownership of all such Items (hardware and software) and such maintenance shall only be provided by BOCES.
- c. Where applicable, BOCES may provide operating system management, network management, and/or application software management ("Management") to the District, however, such Management may only be provided pursuant to the District's participation in and adherence to the Co-Ser.
- d. Upon expiration of this Service Agreement, BOCES will coordinate removal of Items with the District in accordance with *Exhibit D*, "Item Removal Procedure".
- e. In accordance with Co-Ser requirements and SED guidelines, BOCES will file for aid eligibility on behalf of the District.

- f. For Financed Projects, BOCES will provide a final payment schedule to the District.
- g. BOCES will make reasonable efforts to secure timely delivery of Items on the District's behalf and will keep the District informed of delays. BOCES is not responsible for delays in delivery and installation due to events beyond its control, including, but not limited to, changes in New York State Office of General Services contracts, failure of any vendors to stock or procure contracted materials, or shipping delays.

4. District Responsibilities

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

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

5. Cost

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

6. Required Approvals

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

7. Ownership of Items

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

8. Inventory Requirement

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

9. Rules and Regulations

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

10. Assignment

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

11. Titles

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

12. Laws

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

13. Indemnification

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

14. Notice

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

West Islip UFSD 100 Sherman Avenue West Islip, NY 11795 Attn: Elisa Pellati

BOCES:

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

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

15. Miscellaneous

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

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

Should any part of this Service Agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this Service Agreement. Such remaining

parts shall remain in full force as if this Service Agreement had been executed with the invalid part eliminated.

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

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

| District: W | est Islip Union Free Scl | hool Distri | ct | |
|----------------------------------|---|---|--|------|
| By: Superinter | dent | Date | By: Board of Education President | Date |
| BOCES | | | | |
| By: Chief Operating Officer Date | | | By: Board President | Date |
| Attachments: | Exhibit A Project Prop Exhibit B Estimated C Exhibit C Inventory Lis Exhibit D Item Remov Exhibit E Insurance C Exhibit F Report of Th Exhibit G Hard Drive I Exhibit H Resolution A Exhibit I Annual Verific | ost/Paymost st al Proced overage C eft or Van Erasure C Authorizing | ure Options Idalism Form Onfirmation Form Ig and Approving Agreement | |



West Islip Union Free School District

Project Description

West Islip UFSD, a participant in Finance Manager, has requested a multi-year installment project of 31 Xerox copiers to support administrative functions throughout the district. The new copiers will replace those acquired under project # WI-49-100516-2016-2020.

CMR# TAS 370

LY

CoSer 601 R012

| | District | | BOCES |
|--------|-----------------------|--------|---------------------|
| Name | Elisa Pellati | Name | Donna Siegel |
| Number | 631-930-1530 | Number | 631-419-1640 |
| email | epellati@wl.k12.ny.us | email | dsiegel@esboces.org |

Hardware

| | ltem | Price | Quantity | Total Cost |
|---|--|-------------|----------|-------------|
| | Contract: ESBOCES Bid # 2020-044-0502 | | | |
| 1 | 48 month Deferred Payment Plan for Xerox Primelink B9100 copier base model as per bid specification. ADD: B91MSI Manual Bypass @ \$0.00 per month, MSICHUTE @ \$5.83 per month, PR Booklet Maker @ \$144.56 per month and USB Hub Kit @ \$3.48 per month for a total monthly cost of \$273.75 x 48 = \$13,140.00. | \$13,140.00 | 3 | \$39,420.00 |
| 2 | 48 month Deferred Payment Plan for Xerox PrimeLink B9100 copier base model as per bid specification. ADD: B91MSI Manual Bypass @ \$0.00 per month, MSICHUTE @ \$5.83 per month, PR Standard Finisher @ \$82.58 per month and USB Hub Kit @ \$3.48 per month for a total monthly cost of \$211.77 x 48 = \$10,164.96. | \$10,164.96 | 3 | \$30,494.88 |
| 3 | 48 month Deferred Payment Plan for Xerox PrimeLink B9100 copier base model as per bid specification. ADD: 2 Tray High Cap Feeder @ \$41.71 per month, B91MSI Manual Bypass @ \$0.00 per month, PR Booklet Maker @ \$144.56 per month and USB Hub Kit @ \$3.48 per month for a total monthly cost of \$309.62 x 48 = \$14,861.76. | \$14,861.76 | 1 | \$14,861.76 |
| 4 | 48 month Deferred Payment Plan for Xerox PrimeLink B9125 copier base model as per bid specification. ADD: B91MSI Manual Bypass @ \$0.00 per month, MSICHUTE w/o feeder @ \$5.83 per month, PR Standard Finisher @ \$82.58 per month and USB Hub Kit @ \$3.48 per month for a total monthly cost of \$272.83 x 48 = \$13,095.84. | \$13,095.84 | 4 | \$52,383.36 |
| 5 | 48 month Deferred Payment Plan for Xerox PrimeLink B9125 copier base model as per bid specification. ADD: B91MS! Manual Bypass @ \$0.00 per month, MSICHUTE w/o feeder @ \$5.83 per month, PR Booklet Maker @ \$144.56 per month and USB Hub Kit @ \$3.48 per month for a total monthly cost of \$334.81 x 48 = \$16,070.88. | \$16,070.88 | 2 | \$32,141.76 |



West Islip Union Free School District

| _ | | | | |
|----|--|-------------|---|----------------------|
| : | 48 month Deferred Payment Plan for Xerox PrimeLink B9125 copier base model as per bid specification. ADD: B91MSI Manual Bypass @ \$0.00 per month, 2 Tray High Cap Feeder @ \$41.71 per month, PR Booklet Maker @ \$144.56 per month and USB Hub Kit @ \$3.48 per month for a total monthly cost of \$370.68 x 48 = \$17,792.64. | \$17,792.64 | 3 | \$53,377. 9 2 |
| | 48 month Deferred Payment Plan for Xerox C8170H copier base model as per bid specification. ADD: BR Booklet Finisher w 2/3 hole @ \$37.54 per month for a total monthly cost of \$135.08 x 48 = \$6,483.84. | \$6,483.84 | 4 | \$25,935.36 |
| | 48 month Deferred Payment Plan for Xerox C8170H copier base model as per bid specification. ADD: BR Booklet Finisher w 2/3 hole @ \$37.54 per month, 1 Line fax @ \$8.87 per month for a total monthly cost of \$143.95 X 48 = \$6,909.60. | \$6,909.60 | 4 | \$27,638.40 |
| 9 | 48 month Deferred Payment Plan for C8170H copier base model as per bid specification. ADD: BR Finisher w 2/3 hole @ \$27.25 per month, 1 Line Fax @ \$8.87 per month for a total monthly cost of \$133.66 x 48 = \$6,415.68. | \$6,415.68 | 3 | \$19,247.04 |
| 10 | 48 month Deferred Payment Plan for Xerox B8155H copier base model as per bid specification. ADD: OFC 81 office finisher @ \$11.85 per month, OFC HPKIT (hole punch) @ \$2.65 per month and 1 Line Fax @ \$8.88 per month for a total monthly cost of \$134.47 x 48= \$6,454.56. | \$6,454.56 | 2 | \$12,909,12 |
| 11 | 48 month Deferred Payment Plan for Xerox 88155H copier base model as per bid specification. ADD: OFC 81 office finisher @ \$11.85 per month, OFC HPKIT (hole punch) @ \$2.65 per month for a total monthly cost of \$125.60 x 48 = \$6,028.80. | \$6,028.80 | 1 | \$6,028.80 |
| 12 | 48 month Deferred Payment Plan for Xerox B605xl copier base model as per bid specification. ADD: 4xc Finisher @ \$11.56 per month for a total monthly cost of \$49.47 X 48 = \$2,374.56. | \$2,374,56 | 1 | \$2,374.56 |

| Hardware Total | \$316,812.96 |
|----------------|--------------|
| | |



West Islip Union Free School District

Maintenance

| | ltem | Price | Quantity | Total Cost |
|----|--|------------|----------|--------------|
| | Contract: ESBOCES Bid # 2020-044-0502 | | | |
| 13 | Pooled monthly maintenance on 31 units listed below. Monthly pool black and white copy allowance is 1,634,400 copies (or 19,612,800 annually) to be included in Pool ID 200000744. Excess black and white copies to be billed and reconciled annually. Excess black and white copies are \$0.0042 each. Color copies for the eleven (11) C8170H to be billed at \$0.0396. Color copies to be billed and reconciled annually. Maintenance includes all parts, labor, services, supplies, and staples, except paper. | | | \$0.00 |
| 14 | Monthly Pool Allowance based upon seven (7) Xerox PrimeLink B9100 copiers at 65,000 black and white copies per unit in a pool at a monthly cost of \$273.00 per unit x 7 = \$1,911.00. | \$1,911.00 | 48 | \$91,728.00 |
| 15 | Monthly Pool Allowance based upon nine (9) Xerox PrimeLink B9125 copiers at 115,000 black and white copies per unit in a pool at a monthly cost of \$483.00 per unit x 9 = \$4,347.00. | \$4,347.00 | 48 | \$208,656.00 |
| 16 | Monthly Pool Allowance based upon eleven (11) Xerox C8170H copiers at 60,000 black and white copies per unit in a pool at a monthly cost of \$46.00 per unit x 11 = \$506.00. | \$506.00 | 48 | \$24,288.00 |
| 17 | Monthly Pool Allowance based upon three (3) Xerox B8155H copiers at 30,000 black and white copies per unit in a pool at a monthly cost of \$48.00 per unit x 3 = \$144.00. | \$144.00 | 48 | \$6,912.00 |
| 18 | Monthly Pool Allowance based upon one (1) Xerox B605XL copier at 20,000 black and white copies per unit in a pool at a monthly cost of \$43.56 per unit x 1 = \$43.56. | \$43.56 | 48 | \$2,090.88 |
| 19 | Estimated Color copies for eleven (11) Xerox C8170H copiers is 3,000 per unit of 33,000 per month. Copies cost \$0.0396 each. COLOR COPIES ARE NOT PART OF POOL. Estimated cost per unit 3,000 x \$0.0396 = \$118.80 x 11 = \$1,306.80. | \$1,306.80 | 48 | \$62,726.40 |

| Maintenance Total | | \$396,401,28 |
|-------------------|--|--------------|
| | | |
| | | |
| | | |
| | | |

| Total Hardware/Software/Ma | aintenance Acquired | \$713,214.24 |
|----------------------------|---------------------|--------------|
| | | |

Project Coordination Fees

| Category | Total Cost | Fee % | Fee |
|---|--------------|-------|-------------|
| Hardware Project Coordination Fee | \$316,812.96 | 15% | \$47,521.94 |
| Software/Maintenance Project Coordination Fee | \$396,401.28 | 15% | \$59,460.19 |

| Total Project Coordination Fees | \$106,982.13 |
|---------------------------------|--------------|
|---------------------------------|--------------|



West Islip Union Free School District

| | Total Cost |
|--|--------------|
| Hardware/Software/Maintenance Subtotal | \$713,214.24 |
| Project Coordination Fees | \$106,982.13 |
| Project Total | \$820,196.37 |

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

Authorizations

| Donna Siegel Administrative Coordinator for Technology Acquisition Services Eastern Suffolk BOCES | Superintendent West Islip Union Free School District | DATE |
|---|---|------|
| Eastern Suffolk BOCES | | DATE |
| | Eastem Suffolk BOCES | |
| | Darlene Roces RIC Director | DATE |
| | Eastern Suffolk BOCES | |

Susan Maddi Director of Administrative Services Eastern Suffolk BOCES



DATE

DISTRICT: West Islip Union Free School District

COSER: 601 R012 48 MONTHS

NUMBER AND

NAME: WI-49-100120-2020-2024//Xerox Networked Copiers

| | | Est. Dec install | | | | | |
|-----------------------|--------------|------------------|---|--------------|--|-------------|--------------|
| | ORIGINAL | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | TOTAL |
| | | 20/21 | 21/22 | 22/23 | 23/24 | 24/25 | |
| HARDWARE | \$316,812.96 | \$46,201.89 | \$79,203.24 | \$79,203.24 | \$79,203.24 | \$33,001.35 | \$316,812.96 |
| MAINTENANCE | \$333,674.88 | \$48,660.92 | \$83,418.72 | \$83,418.72 | \$83,418.72 | \$34,757.80 | \$333,674.88 |
| Est Color Copy Usage | \$62,726.40 | \$9,147.60 | \$15,681.60 | \$15,681.60 | \$15,681,60 | \$6,534.00 | \$62,726.40 |
| SUBTOTAL | \$713,214.24 | \$104,010.41 | \$178,303.56 | \$178,303.56 | \$178,303.56 \$178,303.56 \$178,303.56 | \$74,293.15 | \$713,214.24 |
| | | | | | | | |
| BOCES FEES | | | | | | | |
| HARDWARE | \$47,521.94 | \$6,930.28 | \$11,880.49 | \$11,880.49 | \$11,880.49 | \$4,950.19 | \$47,521.94 |
| MAINTENANCE | \$50,051,23 | \$7,299.14 | \$12,512.81 | \$12,512.81 | \$12,512.81 | \$5,213.66 | \$50,051.23 |
| Est Color Convillsage | \$9,408.96 | | \$2,352.24 | \$2,352.24 | \$2,352.24 | \$980.10 | \$9,408.96 |
| SUBTOTAL | \$106,982.13 | * | \$26,745.54 | \$26,745.54 | \$26,745.54 | \$11,143.95 | \$106,982.13 |
| | | | | | | | |
| GRAND TOTAL | \$820,196.37 | \$119,611.97 | \$119,611.97 \$205,049.10 \$205,049.10 \$205,049.10 \$85,437.10 | \$205,049.10 | \$205,049.10 | \$85,437.10 | \$820,196.37 |
| | | | | | | | |

| 10.2 | Service Agre | Service Agreement Inventory List | ory List | | |
|-------------|------------------|----------------------------------|---------------|-------------------------------|---------------------------|
| | | | | | |
| Item Number | Item Description | Quantity | Serial Number | School District Tag Number | Building/Room Location |
| | | | | | |
| | | | | | |
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To Be Completed Upon Receipt of Equipment

Service Agreement Item Removal Procedure

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

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

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





Insurance Coverage Options

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

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

PLEASE SELECT EITHER OPTION 1 OR OPTION 2

| 1. | | nually to BOCES, Technology Acquisit | |
|-------|-------------------------------|--|-------------|
| 2. | Items listed in Exhibit A and | s that BOCES issue insurance covera bill the District at an annual cost the co \$100 of value annually for such covera reement. | urrent rate |
| Appro | oved by: | | |
| Scho | ool Superintendent Date | Board of Education President | Date |

| | L. ** | ** | |
|-----------------|-------|-----|---|
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Service Agreement Report of Theft or Vandalism Form

| | [| · · · · · · · · · · · · · · · · · · · | <u>J</u> |
|---------------------|-------------------------|---------------------------------------|--------------------------------------|
| Date | Center | Building | Room |
| Descripti | on of Damage and Circu | mstances Surrounding Loss (a | ttach additional sheet if necessary) |
| | | | |
| | List of Iter | ns (attach additional sheet if ne | ecessary) |
| Asset Number | | Descriptio | n |
| | | | |
| | | | |
| When was loss di | scovered? | By whom | ? |
| Were police notific | ed? | res No When? | By whom? |
| Central Complain | Number | Name of Investigating O | fficer |
| Additional Informa | ation | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Signa | ture of Employee | | Signature of Building Administrator |
| | | | |
| Signature o | of Supervising Director | | |
| To I | Be Signed Only | in the Event of Thefi | t or Vandalism |

Hard Drive Erasure Confirmation Form

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

Confirmation

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

| District: | 3.5 | |
|-------------------------------|-------------------------------|---|
| Project: | ent | |
| (To be supplied by ESBOCE | SS) | |
| Equipment Serial #s: | estive of Children have arose | |
| I, as an authorized represent | alive of velicul, have trase | d and/or removed the memory of |
| the above-mentioned Equips | ment, and have confirmed the | nat no additional information will |
| be placed on the Equipment | ¥ | |
| | | |
| Vendor | Name | Title |
| Signature 5 | Date | |
| | t it has completed the erasur | vitnessed and/or confirmed that the eand/or removal of the memory |
| District | Name | Title |
| Signature | Date | |

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

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

WHEREAS, the cost of the Administrative Technology Project WI-49-100120-2020-2024//Xerox Networked Copiers is \$820,196.37 to be paid in equal installments over a 4 year period.

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

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

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

| | at the above resolution has been adopted at the the West Islip Union Free School District. | meeting |
|-------|--|---------|
| | West Islip Union Free School District | |
| Date: | By: | |

EXHIBIT I

Service Agreement Annual Verification of Item Inventory Form

Instructions:

The attached list identifies all of the Items that were acquired pursuant to the Services Agreement Project WI-49-100120-2020-2024//Xerox Networked Copiers. Please verify and record the location and serial number of each lem on the list for identification purposes. You may attach additional sheets as needed.

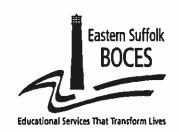
Verification:

District hereby confirms that the attached Item list for Project WI-49-100120-2020-2024//Xerox Networked Copiers has been reviewed and additional information as requested has been provided.

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

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

| District | Phone # | _ |
|----------------|---------|----------|
| Address | | <u> </u> |
| Contact Serson | Email | |
| 200 | | |
| Superintendent | | - |



Contract Modification Request

Board of Cooperative Educational Services First Supervisory District of Suffolk County

Request Number

TAS 370

201 Sunrise Highway Patchogue, NY 11772

8003F,3

Page 1 of 1

| ate 10 / 20 /20 20 | | | | |
|--|--|-------------------|-----------------------|---------------------|
| neck One This is a request to modify participation in an existing This is a request to participate in a new Co-Ser. | g Co-Ser, | | | |
| To be Completed by Person Initiating Rec | quest (Ma | y be BOCES or | District Employe | 9) |
| School District West Islip UFSD | Serv | ice for School Ye | ear 20 20 | - 20 21 |
| School District Contact Person Elisa Pellati | | Telephone Numb | per (631) 93 | 0 - 1530 |
| f Applicable | _ | | | |
| Name/Details of Service Requested | | | | |
| WI-49-100120-2020-2 | 024//Xerc | x Networked Cop | oiers | |
| 7.1.0 | -And bro | 20050 | | |
| To be Compl *** MUST BE | | | | |
| · | | | | |
| BOCES Contact Person Donna Siegel | | Telephone Numi | ber <u>(631) 41</u> | 9 - 1640 |
| | No. of | 1 011111 4001 | | |
| ESBOCES WinCap Service Code/Sub-Service Code | Units | (if applicable) | Fixed Cost | Total |
| 601.170 MY Networked Printer Contracts | <u> </u> | S | \$ 119,611.97 | \$ 119,611.97 \$ |
| | | S | \$ | s . |
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| | | \$ | \$ | \$ - |
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| | | S | \$ | <u> </u> |
| | | s | \$ | S - |
| | | TOTAL COS | ST OF MODIFICATION | 1 \$ 119,611.97 |
| | | | | |
| To be Complete | d by Sch | ool District | | |
| | | | 1 | / 20 |
| Signature of Superintendent of School District | | | Da | te |
| | Suffolk BC | | | |

201 Sunrise Highway Patchogue, NY 11772

or e-mail to contractadjustments@esboces.org

Recommend that the Board of Education of the West Islip School District acknowledges receipt of the Agreed-Upon Procedures Report dated October 6, 2020 from Cullen & Danowski, LLP.

Recommend the Board of Education of the West Islip School District approve the Corrective Action Plan in response to the Internal Auditors' Agreed-Upon Procedures Report dated October 6, 2020, submitted by the Assistant Superintendent for Business.

Recommend the Board of Education of the West Islip School District approve the Corrective Action Plan in response to the Independent Auditors' Report for the year ended June 30, 2020, submitted by the Assistant Superintendent for Business.

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of a Makerbot 3D 5th generation printer and filament rolls valued at approximately \$600.00 from Deborah Brown, which has been donated to the West Islip High School.

WEST ISLIP UFSD

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

| DONOR NAME: Deborah Brown |
|--|
| DONOR ADDRESS: |
| DONATION: Cash or Check X Goods Service |
| Please provide a listing of the item(s) to be donated and the related value. |
| Makerhot 3D 5th generation printer and filament rolls |
| Valued somewhere in the \$500-\$700 range |
| |
| Select the fund and provide the budget code(s) of where the donation should be recorded. General Extracurricular Trust Budget Code |
| Fund Sc Agency |
| Anticipated Date of Delivery to the School November 16, 2020 |
| Any related installation costs? Yes X No Estimated Annual Cost If "Yes" please attach approval from Assistant Superintendent for Business. |
| Any expected maintenance costs? Yes XNo Estimated Annual Cost |
| Purpose of the donation? Printer to be used by the district |
| Which building/department will benefit from the donation? IT Department |
| Principal's/Administrator's Signature & Date |
| To be completed by the Business Office: |
| Board of Education Approval Date |
| Budget Adjustment Recorded |

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

These considering making gifts to the District should note that the District can assume no responsibility for the assumpt of estimated values assigned to the donated item(s). Donors should also note that while the District will attempt to comply with any stated preferences of the donor(s) relative to the new of the item(s) by a particular program/grade/ school, etc., it must nevertheless reserve the right to reassign and/or reallocate such gifts as it does appropriate to as to best serve the interests of the District.

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$1,157.33 from Ahold Delhaize USA, which have been donated for the purchase of supplies for the students of the Manetuck Elementary School.

RESOLUTION: INCREASE 2020-2021 BUDGET

BE IT RESOLVED, that the Board of Education hereby authorizes the appropriation budget for the 2020-2021 school year to be increased to \$124,407,903.33 an increase of the \$1,157.33 donation from Ahold Delhaize USA for the Manetuck Elementary School.

RETAIL BUSINESS SERVICES P.O. BOX 7200 CARLISLE, PA 17013

R2

Check No.

0008302020

Check Date Check Amount 05/13/2020 \$1,157.33

MANETUCK ELEMENTARY SCHOOL 800 VAN BUREN AVE WEST ISLIP, NY 11795

| INVOICE DATE | DEPT. CODE | NO. | INVOICE NUMBER- | PURCHASE ORDER NUMBER | GROSS AMOUNT | DISCOUNT | NET AMOUNT |
|-----------------|---------------|------|----------------------------|--------------------------|-----------------|----------|---------------|
| 57,12 | | | OLD DELHAIZE USA | 1 marie Add by 1 5 | SUPPLIER | | |
| 05/12/2020 | EOTH | 6930 | A+REWARDS 2020 | STOP | \$1,157.33 | \$0.00 | \$1,157.3 |
| | | | | | | | |
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| | | | VAIGNT OF INVOICER SHOWN I | GRAND TOTAL | \$1,157.33 | \$0.00 | \$1,157. |

THE ATTACHED CHECK IS TENDERED IN PAYMENT OF INVOICES SHOWN, IN CASE OF DISCHEPANCY PLEASE FIETURIN WITH FULL PARTICULARS TO THE ABOVE ADDRESS. PLEASE CONTACT THE AFS CUSTOMES PREMISENDE STEPENFORZINGS AND RESERVED ADDITIONAL QUESTIONS.

PAGE 1/1

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMEN

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTO

RETAIL BUSINESS SERVICES
Retail Business P.C. BOX 7200
Services CARLISLE, PA 17013

T. 00083020 MAY 53, 21

92-165/

TO THE

MÁNETUCK ÉLEMENTARY SCHOOL 800 VAN BUREN AVE WEST ISLIP, NY 11795

*******1,157.33***

PAY EXACTLY **ONE THOUSAND ONE HUNDRED FIFTY-SEVEN AND 33/100 DOLLARS**

Bank of America, N.A. South Portland, ME SENIOR VICE PRESIDENT



\mathbf{W}

WEST ISLIP PUBLIC SCHOOLS

DEPARTMENT OF ART AND MUSIC EDUCATION
Mr. Eric R. Albinder, Director

I Lion's Path, West Islip, NY 11795 Email: e.albinder@wi.k12.ny.us Phone: (631)504-5806 • Fax: (631)893-3270 AGENDA ITEM XI. F) BUSINESS ITEMS RM 11/12/2020



Memorandum

To: Elisa Pellati, Assistant Superintendent for Business

From: Eric Albinder

Date: October 16, 2020

Re: Surplus of Music Stands

I would like to request the surplus of 14 music stands currently located at Oquenock Elementary School in the small music room. These stands are not functional and are at least 30 years old.

WEST ISLIP HIGH SCHOOL ENGINEERING TECHNOLOGY



|--|

From: Brian Buonomo, HS Technology

Date: 10/28/2020

Re: Surplus Equipment Request

The following equipment and materials are beyond repair or operational for classroom use.

| ITEM | Description | WIUFSD Inventory TAG |
|------|---|----------------------|
| 1 | TABLE TOP DRILL | 001991 |
| | PENN STATE INDUSTRIES (Manufactured 1995) BEACH STREET MS ROOM 306 | |
| | | |
| | | |
| | | |
| | | |

INTEROFFICE MEMORANDUM

TO:

ELISA PELLATI, ASSISTANT SUPT. FOR BUSINESS

FROM:

REANNA FULTON, DIRECTOR OF TECHNOLOGY

SUBJECT:

SURPLUS EQUIPMENT

DATE:

NOVEMBER 4, 2020

CC:

BERNADETTE BURNS, SUPT. OF SCHOOLS

I am requesting to surplus the following end of life or use IT/AV equipment for disposal:

| TTEM | Serial Number |
|--------|---------------|
| HP CPU | 2UA1110962 |
| HP CPU | 2UA11109D2 |
| HP CPU | 2UA111096C |
| HP CPU | 2UA111096N |
| HP CPU | 2UA4060GX5 |
| HP CPU | 2UA111097S |
| HP CPU | 2UA4060GVW |
| HP CPU | 2UA111096P |
| HP CPU | 2UA20126GR |
| HP CPU | 2UA1011PT1 |
| HP CPU | 2UA4060GX4 |
| HP CPU | 2UA4060GWH |
| HP CPU | 2UA11109B2 |
| HP CPU | 2UA1110998 |
| HP CPU | 2UA4060GXD |
| HP CPU | 2UA4060GSY |
| HP CPU | 2UA20126FD |
| HP CPU | 2UA4060GW0 |
| HP CPU | 2UA4060GTF |
| HP CPU | 2UA1110987 |
| HP CPU | 2UA111096H |
| HP CPU | 2UA4060GVY |
| HP CPU | 2UA11109BQ |
| HP CPU | 2UA4060GWB |

| HP CPU | 2UA4060GRZ |
|------------|------------------|
| HP CPU | 2UA4060GRQ |
| HP CPU | 2UA4060GWC |
| HP CPU | 2UA111096R |
| HP CPU | 2UA4060GSX |
| HP CPU | 2UA11109CD |
| HP CPU | 2UA1110982 |
| HP CPU | 2UA11109CQ |
| HP CPU | 2UA739125N |
| HP CPU | 2UA4060GT3 |
| HP CPU | 2UA111096J |
| HP CPU | 2UA20126F7 |
| HP CPU | 2UA4060GWQ |
| HP CPU | 2UA20126GD |
| HP CPU | 2UA11109B8 |
| HP CPU | 2UA20126GD |
| HP CPU | 2UA4060GVD |
| HP CPU | 2UA20126H1 |
| HP CPU | 2UA20126F4 |
| HP CPU | 2UA4060GXH |
| HP CPU | 2UA4060GTX |
| HP CPU | 2UA4060GT4 |
| HP CPU | 2UA73917HK |
| HP CPU | 2UA4060GRG |
| HP CPU | 2UA20126G5 |
| HP CPU | 2UA111095W |
| HP CPU | 2UA0481ZVR |
| HP CPU | 2UA4060GXH |
| HP CPU | 2UA111095M |
| HP CPU | 2UA3030SZ4 |
| HP CPU | 2UA11109BB |
| HP CPU | 2UA20126H7 |
| HP CPU | 2UA20126FS |
| HP CPU | 2UA20126GJ |
| Lenovo CPU | 1S9645G5ULKAXHL6 |
| Lenovo CPU | 1S9645G5ULKAXHC9 |
| | |

| Lenovo CPU | 1S9645G5ULKAXHG7 |
|-------------------------|--------------------|
| Lenovo CPU | 1S9645G5ULKAXHT2 |
| Lenovo CPU | 1S9645G5ULKAXHW0 |
| Lenovo CPU | 1S9645G5ULKAXHN6 |
| Lenovo CPU | 1S9645G5ULKAXHB9 |
| Lenovo CPU | 1S9645G5ULKAXHP8 |
| Lenovo CPU | 1S9645G5ULKAXGX9 |
| Lenovo CPU | 1S9645G5ULKAXGW5 |
| Lenovo CPU | 1S9645G5ULKAXGP9 |
| Lenovo CPU | 1S9645G5ULKAXGT6 |
| Lenovo CPU | 1S9645G5ULKAXHF9 |
| Lenovo CPU | 1S9645G5ULKAXHM2 |
| Lenovo CPU | 2UA739121D |
| Lenovo CPU | 2UA73912D9 |
| Lenovo CPU | 2UA111098G |
| Lenovo CPU | 2UA1110978 |
| Lenovo CPU | 2UA111097G |
| Lenovo CPU | 2UA1011PT2 |
| Lenovo CPU | 2UA11109DB |
| EIKI Overhead Projector | 1111522 |
| Lenovo CPU | 1S9645G5ULKAXHW1 |
| NEC Projector | VT590 7700670EG |
| NEC Projector | VT590 7700632EG |
| HP LT1740 Monitor | CND7341H1G |
| HP E201 Monitor | 6CM5310FKG |
| HP LT1740 Monitor | CND7341HNY |
| HP LA2006x Monitor | CNC1480JX2 |
| HP L1740 Monitor | CND7341H9F |
| HP CPU | 2UA4060GS7 |
| HP CPU | 2UA20126FG |
| HP CPU | 2UA111096X |
| HP CPU | 2UA1110980 |
| HP CPU | 2UA739122Q |
| HP CPU | 2UA111099Q |
| HP CPU | 2ua53935bg |
| OKI 430DN PRINTER | 120409313490320001 |
| | |

| HP 8210 PRINTER | cn81aet1yz0678 |
|---------------------|------------------------|
| HP CPU | 2ua7221jdn |
| HP CPU | 2UA1011PT6HP |
| HP CPU | 2UA11109C5 |
| HP CPU | 2UA7221J82 |
| HP CPU | 2UA7221JFG |
| QTY: 9 | N/A |
| HP E202 Monitor | 6CM7090WCT |
| HP E202 Monitor | 6CM7090WV0 |
| ACER AL2216 Monitor | ETL7409038652018C93820 |
| HP L2045W Monitor | cnt747h02k |
| HP L1750 Monitor | CND8100W9H |
| JVC DVD Player | IN000724-000355 |
| Toshiba VHS | C34V 1574 4U51 01 |
| Toshiba VHS | A29E 9410 4U51 |
| Lenovo Monitor | V2-V1877 |
| HP L1740 Monitor | CND7341H2X |
| HP 1740 Monitor | CND7344WX0 |
| HP 1740 Monitor | CND7344R8Q |
| HP 1740 Monitor | CND7341FPC |
| HP E201 Monitor | 6CM5310FK4 |
| HP 1740 Monitor | CND7344WX9 |
| HP 1740 Monitor | CND7341GSC |
| HP 1740 Monitor | CND7344Y1H |
| Hp 1740 Monitor | CND7344WWQ |
| HP E201 Monitor | 6CM5310FWY |
| HP E201 Monitor | 6CM5310FK7 |
| HP E201 Monitor | 6CM5310FKF |
| HP E201 Monitor | 6CM3520M2T |
| HP 1750 Monitor | CND8110PTF |
| HP E201 Monitor | 6CM3520LYX |
| HP E210 Monitor | 6CM5310HHF |
| Lenovo Monitor | V2-V1879 |
| HP E201 Monitor | 6CM3520LYZ |
| Lenovo Monitor | V-V2316 |
| HP 1905wg Monitor | CNC1030L2P |
| | |

| Hp E201 Monitor | 6CM3520M92 |
|----------------------|--------------|
| HP E201 Monitor | 6CM3520M94 |
| Cisco Blk wall phone | 64AE0C5FBC6F |
| Cisco IP 7962 phone | 887556505BC3 |
| Cisco Blk wall phone | FCH1530H3GZ |
| Cisco IP 7962 phone | FCH16368UUD |
| Cisco IP 7962 phone | FCH2227E743 |
| HP CPU | 2UA1110975 |
| HP CPU | 2UA406GWC |
| HP 11 G5 Chrome book | 8CG6351HJ5 |
| HP 11 G5 Chrome book | 8CG6361CC7 |
| HP 11 G5 Chrome book | 8CG635HKM |
| HP 11 G5 Chrome book | 8CG6351G90 |

West Islip Union Free School District 100 Sherman Avenue West Islip, NY 11795

APPROVAL OF THE FOLLOWING 2020-2021 SEDCAR CONTRACTS:

- ❖ ACDS
- ACLD
- Alternatives for Children
- Brookville Center for Children's Services
- Building Blocks Developmental Pre-School
- Center for Developmental Disabilities
- Cleary School for the Deaf
- Connetquot Central School District of Islip
- ❖ Developmental Disabilities, Inc.
- Eden II Programs
- Green Chimneys School
- Henry Viscardi School
- Julia Dyckman Andrus Memorial, Inc.
- Just Kids Early Childhood Learning Center
- Kids First Evaluation and Advocacy Center
- * Kids in Action of Long Island, Inc.
- Kidz Therapy Services, PLLC
- Leeway School
- Little Angels Center
- Metro Therapy
- ❖ Mid Island Associates d/b/a All About Kids
- Suffolk County Department of Social Services
- The Hagedorn Little Village School
- The New Interdisciplinary School
- The Opportunity Pre-School
- United Cerebral Palsy of Greater Suffolk, Inc.
- Wood Services

NOTICE OF SPECIAL DISTRICT MEETING OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT SUFFOLK COUNTY, NEW YORK

NOTICE IS HEREBY GIVEN, that pursuant to a resolution of the Board of Education of the West Islip Union Free School District, Town of Islip, Suffolk County, New York, adopted on November 12, 2020, a Special District Meeting of the qualified voters of said School District will be held on January 19, 2021, in the West Islip High School, 1 Lions Path, West Islip, New York 11795, between the hours of 7:00 a.m. to 9:00 p.m. prevailing time, at which time the polls will be opened to vote by voting machine upon the following proposition:

Shall the Board of Education of the West Islip Union Free School District be authorized to sell the property known as the Masera School located at 650 Udall Road, West Islip, New York 11795 for a total purchase price of \$8,545,455.00 in accordance of the terms of the contract of sale with Terwilliger & Bartone Properties LLC dated September 11, 2020?

AND FURTHER NOTICE IS HEREBY GIVEN, that pursuant to Section 2014 of the Education Law of the State of New York, the Register of the qualified voters of said School District prepared at such preceding annual meeting and election shall be used by the District Clerk as the basis for the preparation of the Register for said Special District Meeting to be held on January 19, 2021. 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 Special District Meeting. 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 Special District Meeting. All other persons who wish to vote must register.

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. The District Clerk will be available for the purpose of registering all qualified voters of the District pursuant to Section 2014 of the Education Law in the Office of the District Clerk, 100 Sherman Avenue, West Islip, New York, at 8:00 a.m. to 4:00 p.m. when school is in session, prevailing time, until Thursday, January 14, 2021, to add any additional names to the Register to be used at the aforesaid Special District Meeting, at which time any person will be entitled to have his or her name placed on such Register provided that at such registration with the District Clerk he or she is known or proven to the satisfaction of such District Clerk Board to be then or thereafter entitled to vote at such Special District Meeting 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, 100 Sherman Avenue, West Islip, New York, and will be open for inspection by any qualified voter of the District beginning on Thursday, January 14, 2021, between the hours of 8:00 a.m. and 4:00 p.m., prevailing time, on each weekday prior to the day set for the Special District Meeting; except Sunday; on Saturday, January 16, 2021 and Monday, January 18, 2020 by prearranged appointment between the hours of 10:00 a.m. and 1:30 p.m. and at the polling place on January 19, 2021, the day set for the Special District Meeting.

AND FURTHER NOTICE IS HEREBY GIVEN, that applications for absentee ballots will be obtainable during school business hours from the District Clerk beginning December 3, 2020; completed applications must be received by the District Clerk at least seven (7) days before the Special District Meeting, by January 12, 2021, if the ballot is to be mailed to the voter, or the day before the Special District Meeting, by January 18, 2021, if the ballot is to be delivered personally to the voter. Absentee ballots must be received by the District Clerk no later than 5:00 p.m., prevailing time, on January 19, 2021.

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 by mail, facsimile transmission or electronic mail from Mary Hock, District Clerk, West Islip School District, 100 Sherman Avenue, West Islip, NY 11795 or fax 631-893-3217 or e-mail m.hock@wi.k12.ny.us Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. and should be returned to Mary Hock, District Clerk at the same address listed no later than 5:00 p.m. on December 23, 2020. 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 by mail, facsimile transmission or electronic mail from Mary Hock, District Clerk, West Islip School District, 100 Sherman Avenue. West Islip, NY 11795 or fax 631-893-3217 or e-mail m.hock@wi.k12.ny.us Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. and should be returned to Mary Hock, District Clerk at the same address listed no later than 5:00 p.m. on December 23, 2020. 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 December 28, 2020 Military ballots must be received by the District Clerk (1) before the close of the polls, on Tuesday, January 19, 2021, 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.

AND FURTHER NOTICE IS HEREBY GIVEN, that qualified military voters may elect to designate a preference to receive a military ballot by mail, facsimile transmission or electronic mail. Qualified military voters who do not designate a preference shall receive the military ballot application or military ballot by 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 October 30, 2020. Military ballots must be received by the District Clerk before the close of the polls, on Tuesday, January 19, 2021.

A list of persons to whom 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, January 14, 2021, between the hours of 8:00 a.m. and 4:00 p.m. prevailing time, on each weekday day prior to the day set for the Special District Meeting except Sunday; on Saturday, January 16, 2021 and Monday, January 18, 2021 by prearranged appointment between the hours of 10:00 a.m. and 1:30 p.m.; except Sunday; and at the polling place on January 19, 2021, the day set for the Special District Meeting. 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.

Dated: West Islip, New York November 12, 2020

By Order of the BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT West Islip, New York Ms. Mary Hock, District Clerk

MEMORANDUM OF AGREEMENT

WHEREAS, the West Islip Union Free School District ("District") and the West Islip Association of School Administrators ("WIASA") are parties to a collective bargaining agreement that is due to expire June 30, 2021 ("CBA"); and

WHEREAS, the CBA provides at Article IV the work year responsibilities for WIASA members, including the obligation to work in the summer; and

WHEREAS, due to the unique and unprecedented challenges presented by the reopening of schools during the COVID-19 pandemic, WIASA members were unable to take contractual vacation days and were required to work beyond their contractually required summer days per the CBA; and

WHEREAS, the District and WIASA wish to memorialize an agreement they have reached to provide a compensatory day to WIASA members for each approved day they worked during the summer of 2020 in excess of the contractually required summer days per the CBA.

NOW, THEREFORE, it is hereby agreed as follows.

- 1. Each member of WIASA will be credited with a compensatory day for each approved day he/she worked during the summer of 2020 in excess of the contractually required summer days per the CBA ("COVID Compensatory Day[s]"). The total number of COVID Compensatory Days due WIASA members per this Agreement will be as agreed upon between the Superintendent of Schools and the WIASA President.
- 2. WIASA members shall be allowed to use the COVID Compensatory Days credited to them pursuant to this Agreement over the course of the 2020-2021, 2021-2022, and 2022-2023 school years only. When requesting a COVID Compensatory Day, the WIASA member shall use the District's prior approval form and denote the day as a COVID Compensatory Day. WIASA members may take these COVID Compensatory Day without restriction;

however, such members shall provide the Superintendent with advance notification prior

to taking any COVID Compensatory Day. No more than three (3) WIASA members will

be granted the same day, which will be approved in the order in which they are received.

Effective July 1, 2023, WIASA members shall no longer be permitted to use COVID

Compensatory Days.

3. In the event a WIASA member retires from the District and the New York State Teachers'

Retirement System (NYSTRS) any time after the approval of this Agreement without using

all of the COVID Compensatory Days credited to him/her pursuant to this Agreement, up

to five (5) COVID Compensatory Days shall be converted to a non-elective contribution

by the District to a 403-b account on the employee's behalf at the daily rate of 1/240 of the

employee's salary at the time of retirement. Payment of COVID Compensatory Days as

set forth in this paragraph shall be in addition to any unused sick or personal days paid to

employee pursuant to the CBA. Any unused COVID Compensatory Days beyond five (5)

after June 30, 2023 shall be forfeited.

4. Except as specifically set forth herein, this Agreement shall not be construed as modifying

any of the terms of the CBA as between the District and WIASA, or any practices which

may exist as between the parties.

5. This Agreement shall not be precedent setting and shall not be utilized by any party in any

grievance, arbitration or claim of any kind except as necessary to enforce its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates set

forth below.

WEST ISLIP UNION FREE SCHOOL DISTRICT

By: _______Steven D. Gellar

President, Board of Education

WEST ISLIP ASSOCIATION
OF SCHOOL ADMINISTRATORS

Andrew O'Farrell

President

WEST ISLIP UNION FREE SCHOOL DISTRICT DISTRICT GOALS AND OBJECTIVES

2020-2021

MISSION STATEMENT

The West Islip Community is committed to excellence in education through the establishment of an academic, vocational and social environment in which all children can learn and succeed. Our students will be provided the opportunity to develop their self-esteem and a respect for others while acquiring the knowledge, skills and attitudes to become responsible citizens in a rapidly changing world. Our goal is to have students think in global terms and develop cultural sensitivity and an international orientation. We seek to instill in our students the ability to share their commonalities, celebrate their differences, and appreciate that learning is a lifelong process.

I. GOVERNANCE

OBJECTIVES:

- Update policies as required by law and Commissioner's Regulations.
- Provide first year Board trustees with information and training related to the business and finance functions of the school district.
- Respond to pandemic and school safety/security-related matters as prescribed by federal, state and local requirements.
- Update personnel procedures to streamline timeline for hiring staff.

II. COMMUNITY

OBJECTIVES:

- Create a fiscally responsible and operationally efficient budget that maintains and enhances the integrity of all programs.
- Establish an online enrollment process for new registrants to the district.

III. CURRICULUM AND INSTRUCTION

OBJECTIVES:

- Provide professional development in the areas of technology, virtual instructional practices, literacy, mindfulness, and physical and mental health and wellness.
- Continue to implement activities to achieve increased gender diversity and inclusivity in the high school STEM Academy and engineering technology classes.

IV. FACILITIES

OBJECTIVES:

- Monitor the timeline of construction projects and SED reporting to ensure that funding is available as required, including the timely receipt of State Building Aid.
- Evaluate district needs and identify priority items to fund through the capital reserve.
- Effect the sale of the Masera Elementary School property.

V. TECHNOLOGY

OBJECTIVES:

- Provide learning opportunities for parents in the use of district technology and applications.
- Explore options for technology support and school security solutions.