

AGENDA



BOARD OF EDUCATION

September 8, 2022

West Islip High School
One Lions Path

Submitted by:
Dr. Paul Romanelli
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
September 8, 2022

West Islip High School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **DISCUSSION**
 - A) 2022-2023 District Emergency Response Plan
- V. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted at the opening of the meeting. Each person or representative of a group will be limited to three minutes.*
- VI. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the August 23, 2022 Planning Session.
- VII. **RECOGNITION**
 - A) Buildings and Grounds staff
- VIII. **PERSONNEL**
- IX. **CURRICULUM UPDATE**
- X. **REPORT OF BOARD COMMITTEES**
 - A) Education Committee {9/6/2022}
 - B) Finance Committee {9/6/2022}
 - C) Special Education Committee {9/7/2022}
 - D) Policy Committee
Second Reading No. 1512 The Use of Videoconferencing at Public Meetings
- XI. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Contracts
 1. East Moriches UFSD Instructional Services 2022-2023
 2. Health Source Group, Inc. (HSG) Consultant Services 2022-2023
 3. Metro Therapy Consultant Services 2022-2023
 4. Serene Home Nursing Agency Consultant Services 2022-2023
 - C) Approval of Surplus
 1. Mathematics textbooks - Udall
 2. Miscellaneous IT equipment – District wide
 - D) Approval of Change Order
 1. Five Twelve Restoration Inc. \$300,000 WIHS
- XII. **PRESIDENT'S REPORT**
 - A) Approval of attendance waivers ~ Student A and Student B
 - B) Approval of Resolution re: transfer an amount not to exceed \$2,000,000 from the District's Reserve for Retirement Contributions into the District's Capital Reserve Fund II
 - C) Approval of WITA Memorandum of Agreement re: arrival and departure from school utilizing Timepiece
 - D) Approval of Nurses' Chapter of WITA Memorandum of Agreement re: arrival and departure from school utilizing Timepiece

XII. PRESIDENT'S REPORT, continued

- E) Approval of District Goals and Objectives 2022-2023
- F) Approval of Suffolk School Bus Stop Arm Enforcement Program
- G) Approval of Eastern Suffolk BOCES Multi-Year Service Agreement November 1, 2022 to October 31, 2027
- H) Approval of Stipulation of Settlement and Release Student A.
 - I) Approval of resolution re: Impartial Hearing Officers

XIII. SUPERINTENDENT'S REPORT

XIV. NOTICES/REMINDERS

XV. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

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

PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
August 23, 2022– Beach Street Middle School Media Center

PRESENT: Mr. Tussie, Mr. Antonello, Mrs. Brown, Mr. Compitello, Mrs. Kelly,
Mr. Maginniss, Mr. McCann

ABSENT: Mr. Antonello

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

ABSENT: None

ATTORNEY: None

Meeting called to order at 7:36 p.m.

APPROVAL OF MINUTES

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve the minutes of the August 11, 2022 Regular Meeting.

PERSONNEL

Motion was made by Tom Compitello, seconded by Debbie Brown and carried when all Board members present voted in favor to approve ADMINISTRATIVE: PROBATIONARY APPOINTMENT: Lauren Lay, Director ELA 6-12, Library Media Centers K-12 and ENL K-12, effective August 29, 2022 to August 28, 2026 (Districtwide; \$145,000; replacing Karen Appollo {retired}).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: REGULAR SUBSTITUTE: Kerri Mageniss, Elementary, effective August 29, 2022 to June 30, 2023 (Paul J. Bellew; Step 0.5¹, replacing Paul Perkerney {LOA}).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: REGULAR SUBSTITUTE: Tracy Suczewski, English, effective August 29, 2022 through June 30, 2023 (Udall; Step 1A¹; Replacing Jaclyn Jacobs {LOA}).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Alysha Walker, Elementary, effective August 29, 2022 to August 28, 2026 (Paul J. Bellew; Step 3¹, new position).

Motion was made by Tom Compitello, seconded by Debbie Brown and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Danielle Sugumele Elementary, effective August 29, 2022 to August 28, 2026 (Bayview; Step 0.50¹, replacing Kristin Grossi {retired}).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Danielle Barclay, Elementary, effective August 29, 2022 to August 28, 2026 (Paul J. Bellew; Step .5PK¹, replacing Mary Alotta {resigned}).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Ashley Caputo, Elementary, effective August 29, 2022 to August 28, 2026 (Bayview; Step .5PK¹, new position).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Marissa McAllister, Elementary, effective August 29, 2022 to August 28, 2026 (Manetuck; Step .5PK¹, replacing Susan Koos {retired}).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Tiffany Kallman, Elementary, effective September 19, 2022 to September 18, 2026 (Paul J. Bellew; Step 3¹, replacing Donna Villez {retired}).

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 Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING ASSISTANTS: PROBATIONARY APPOINTMENT: Amber Avelli, Special Education, effective August 29, 2022 to August 28, 2026 (Manetuck; Step 1; replacing Carla LaBombard {retired}).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING ASSISTANTS: PROBATIONARY APPOINTMENT: Melissa Davies, Special Education, effective August 29, 2022 to August 28, 2026 (Manetuck; Step 1; replacing Debra DiPalma {resigned}).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TEACHING ASSISTANTS: PROBATIONARY APPOINTMENT: Christine Rendino, Special Education, effective August 29, 2022 to August 28, 2026 (Oquenock; Step 1; replacing Francine Simone {retired}).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Susan Ferguson, Special Education Aide, effective August 29, 2022 (Bayview; Step 1; new position).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: AnneMarie Flynn, Special Education Aide, effective April 29, 2022 (Paul J. Bellew; replacing Michelle Hopkins {resigned}).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Caitlyn Leibman, Special Education Aide, effective August 29, 2022 (Bayview; new position).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Danielle Abriola Mulvihill, Special Education Aide, effective August 29, 2022 (Bayview; replacing Mary Baritis {change in title}).

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve TA-2, CL-1, CL-2, CL-3 and Other of the 8/23/22 Personnel Agenda as listed below:

TA-2

RESIGNATION

Kimberly Cooney, Pre-K
Effective August 29, 2022
(Paul J Bellew)

CIVIL SERVICE

CL-1

RESIGNATION

Mitchel Klass, Biotechnology Lab Aide
Effective August 10, 2022
(High School)

Debbie Ognibene, Special Education Aide
Effective August 10, 2022
(Manetuck)

Nicole Young, Special Education Aide
Effective August 8, 2022
(Paul J. Bellew)

CL-2

CHANGE IN TITLE

Mary Baritis, Cafeteria Aide
Effective August 29, 2022
(Bayview; Step 8; change from Special Education Aide)

Lauren Kasaba, Special Education Aide
Effective August 29, 2022
(Paul J Bellew; Step 2; change from Cafeteria Aide)

CL-3

SCHOOL SAFETY (\$23.26/hr.)

Christina Dahling, Peace, effective August 18, 2022
Joseph Tobia, Jr., Peace, effective August 24, 2022

OTHER

FALL 2022 HIGH SCHOOL COACHES

FOOTBALL (AMENDED)

John T. Denninger, Head J.V. Coach
(replacing Mark DiCristo; approved at BOE meeting June 9, 2022)
Scott Mattera, Assistant J.V. Coach
(replacing John T. Denninger; approved at BOE meeting June 9, 2022)
Stephen Fasciani, J.V. and Varsity Volunteer Coach

GIRLS SWIMMING (AMENDED)

Daniel Gshwind, Assistant Varsity Coach
(replacing Meghan Schou; approved at BOE meeting June 9, 2022)

FALL 2022 MIDDLE SCHOOL COACHES

FOOTBALL (AMENDED)

Seamus Burns, Head 7-8 Udall Coach

(replacing Scott Mattera; approved at BOE meeting June 9, 2022)

Vincent Grabinsky, Assistant 7-8 Udall Coach

(replacing Kevin Konarski; approved at BOE meeting June 9, 2022)

REGENTS REVIEW 2022-2023

Carolyn Formichelli, Earth Science

PSAT/SAT/SSD/ACT COORDINATOR

Shawn Wallace

INTRAMURAL STAFF 2021-2022

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

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Resolution re: Excelsior Plan: NYS Health Insurance Program for Teaching Assistants, effective October 2022.

Resolved, the Board of Education hereby approves the Excelsior Plan: NYS Health Insurance Program for Teaching Assistants, effective October 2022, in accordance with the Collective Bargaining Agreement between the West Islip UFSD and West Islip Teachers' Association Teaching Assistants' Chapter.

Motion was made by Tom Compitello, second by Peter McCann and carried when all Board members present voted in favor to approve Resolution re: excess reserve transfers to Capital Reserve II.

Discussion item: Mr. McCann asked Mrs. Pellati what the amounts to be transferred from each reserve were. Mrs. Pellati stated that the district will be transferring \$2,179,743 from Workers' Compensation Reserve and \$1,461,113 from the Unemployment Reserve into the newly established Capital Reserve II. Mrs. Pellati stated that fund balance from 2021-2022 could also potentially be transferred into the Capital Reserve Fund II but the amount would not be determined until the 2021-22 audit is complete.

WHEREAS, the Board of Education of the West Islip Union Free School District ("Board") has determined that the monies presently held in the District's Unemployment Insurance Reserve Fund exceed the amount required to pay all claims and pending claims as of June 30, 2022; now, therefore,

BE IT RESOLVED, that the Board hereby directs the District's Assistant Superintendent for Business to take the necessary action to transfer an amount not to exceed \$1,500,000 from the District's Unemployment Insurance Reserve Fund into the District's Capital Reserve Fund II, heretofore established by voter approval on May 18, 2022, effective June 30, 2022; and

WHEREAS, the Board of Education of the West Islip Union Free School District ("Board") has determined that the monies presently held in the District's Workers' Compensation Reserve Fund exceed the amount required to pay all claims and pending claims as of June 30, 2022; now, therefore,

BE IT RESOLVED, that the Board hereby directs the District's Assistant Superintendent for Business to take the necessary action to transfer an amount not to exceed \$2,200,000 from the District's Workers' Compensation Reserve Fund into the District's Capital Reserve Fund II, heretofore established by voter approval on May 18, 2022, effective June 30, 2022.

Motion was made by Tom Compitello, second by Peter McCann and carried when all Board members present voted in favor to approve Attendance Waiver - Student J.G.

Motion was made by Tom Compitello, second by Peter McCann and carried when all Board members present voted in favor to approve Deer Park UFSD Special Education Contract 2022-2023.

Motion was made by Tom Compitello, second by Peter McCann and carried when all Board members present voted in favor to approve South Huntington UFSD Health Services Contract 2021-2022 - \$33,529.80.

Motion was made by Tom Compitello, second by Peter McCann and carried when all Board members present voted in favor to approve Wood Services, Inc. Special Education Contract 2022-2023.

Motion was made by Tom Compitello, second by Peter McCann and carried when all Board members present voted in favor to approve Stipulation of Settlement and Release – Student A.

Motion was made by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor to adjourn to Executive Session at 7:45 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:45 p.m. on motion by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor.

Motion was made by Tom Compitello, second by Peter McCann and carried when all Board members present voted in favor to approve resolution re: Education Law §913 Examination for Employee "A".

Meeting adjourned at 8:46 p.m. on motion by Tom Compitello, seconded by Peter McCann and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock
District Clerk

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

PERSONNEL:

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

ADMINISTRATIVE

A-1 CHANGE IN TITLE

Justin Arini, Director of School Counseling and Social Workers K-12
Effective August 29, 2022
(High School; change from Director of Counseling)

Dr. Michelle Walsh, Director of ELA and Intervention Services
(Literacy and Math) K-5 and MTSS (K-12)
Effective August 29, 2022
(District Office; change from Director of Intervention Services)

A-2 INTERIM ADMINISTRATOR

Wayne Cronk, Assistant Principal
Effective September 9, 2022
(High School; \$700 per diem)

A-3 RESIGNATION

Lauren Lay, Assistant Principal
Effective August 29, 2022
(High School)

TEACHERS

T-1 PROBATIONARY APPOINTMENT

Megan Rooney, Special Education
Effective August 29, 2022 to August 30, 2025
(High School; Step 1¹; replacing Christine McCann {resigned})

Alexis Garcia, Special Education
Effective August 30, 2022 to August 29, 2026
(High School; Step 0.5¹; replacing Linda Condreas {retired})

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.

TEACHING ASSISTANTS

TA-1 PROBATIONARY APPOINTMENT

Kathryn Ginty, Special Education
Effective August 29, 2022 to August 28, 2026
(Manetuck; Step 5; new position)

Miranda Feliciano-Merkel, Computer
Effective September 6, 2022 to September 5, 2026
(Manetuck; Step 1; replacing Karen Sessa-Jarosik {retired})

TEACHING ASSISTANTS, continued

TA-2

PROBATIONARY APPOINTMENT (AMENDED)

Amber Aveli, Special Education
Effective August 29, 2022 to August 28, 2026
(Manetuck; change in Step from Step 1 to Step 5)

Melissa Davies, Special Education
Effective August 29, 2022 to August 28, 2026
(Manetuck; change in Step from Step 1 to Step 5)

Christie Rendino, Special Education
Effective August 29, 2022 to August 28, 2026
(Oquenock; change in Step from Step 1 to Step 5)

CIVIL SERVICE

CL-1

CHANGE IN TITLE

Catherine LaMotte, Special Education Aide
Effective August 29, 2022
(Udall; Step 8; change from Cafeteria Aide)

CL-2

RESIGNATION

James Cutillo, Custodial Worker I
Effective August 29, 2022
(Beach Street)

Lisa Messina, Special Education Aide
Effective August 29, 2022
(High School)

Lisa Spradley, Part-Time Office Assistant
Effective September 17, 2022
(District Office)

CL-3

PROBATIONARY APPOINTMENT

Lindsay Aumock, Special Education Aide
Effective September 8, 2022
(Oquenock; Step 1; replacing Carly Morgan {resigned})

Linda Bogarowski, Special Education Aide
Effective August 29, 2022
(High School; Step 1; new position)

Nancy Fredericks, Part-Time Food Service Worker
Effective September 12, 2022
(Beach Street; \$15.90/hr; replacing Antoinette Knice {resigned})

Bridget Morgan, Cafeteria Aide
Effective August 29, 2022
(Paul J. Bellew; Step 1; replacing Kristen Wilson {resigned})

CIVIL SERVICE, continued

CL-3

PROBATIONARY APPOINTMENT, continued

Madison Mills, Special Education Aide
Effective September 6, 2022
(High School; Step 1; replacing Lisa Messina {resigned})

Keely O'Connor, Part-Time Food Service Worker
Effective September 12, 2022
(Beach Street; \$15.90 hr; replacing Kathleen Figalora (resigned))

Robin Pierce, Part-Time Food Service Worker
Effective September 12, 2022
(Udall; \$15.90 hr; replacing Mary Ellen McElwee {resigned})

Alithea Shono, Special Education Aide
Effective August 29, 2022
(Oquenock; Step 1; replacing Jennifer Pelletier {resigned})

*Victoria Sparrow, Cafeteria Aide
Effective September 12, 2022
(Udall; Step 1; replacing Catherine LaMotte {Special Ed Aide})

CL-4

SUBSTITUTE BIOTECHNOLOGY LAB AIDE (\$18.78/hr)

*Sarah Pfennig effective September 9, 2022

CL-5

SUBSTITUTE NETWORK & SYSTEMS TECHNICIAN (\$29/hr)

*Dorothy Kuskowski effective September 9, 2022

OTHER

PREFERRED SUBSTITUTE

Scott Mattera
Effective August 29, 2022
(High School; \$171.83/day; replacing J. Denninger {reassigned})

SUBSTITUTE TEACHER (\$130 per diem)

Victoria Evola, effective August 31, 2022
Carla LaBombard, effective September 9, 2022
*Sarah Pfennig effective September 9, 2022
Carlos Pulgarin Sanchez, effective September 2, 2022
Derek Warshauer, effective August 30, 2022

SUBSTITUTE TEACHING ASSISTANT (\$105 per diem)

Claudia Kavitt, effective September 29, 2022

**Conditional pending fingerprinting clearance*

OTHER, continued

ADULT EDUCATION INSTRUCTORS FALL 2022

Alexandra Bergin (Zumba) \$35/hr
Lenny Butler (Community CPR) \$30/hr
Jake Caramico (How Money Works) no cost to West Islip
Kim Crichton (Yoga, Stretch, Body Sculpt) \$35/hr
James Grover (Basketball) \$35/hr
Matthew Haszinger (Volleyball) \$35/hr
Phyllis Hintze (Ballroom Dancing) \$30/hr
Caylee Klimuszko (Lifeguard) \$20/hr
Evan Levy (Social Security Planning) no cost to West Islip
Bruce Lieberman (Defensive Driving) no cost to West Islip
Jane Loehle (Aquacise) \$35/hr
Malayalam Lynam (Lifeguard) \$20/hr
Lea Parascandola (Lifeguard) \$20/hr
Nizza Tasayco (Volleyball) \$35/hr
Richard Tesoro (Ablout Boat Safety) no cost to West Islip
Robert Watts (Introduction to Guitar/Piano) \$30/hr

ALTERNATIVE SCHOOL INSTRUCTORS 2022-2023

Jill Culver, Art	1 section/full year
Evelyn Hanlon, Counseling	1 section/full year
Ryan Vollmuth, Counseling	1 section/full year
Dina Barone, English	1 section/full year
Heather Enright, English	1 section/full year
Dawn Divisconti, English	1 section/full year
Anthony Yuli, Health	1 section/full year
Christina Bivona, Math	1 section/full year
Kelly Weisenseel, Math	1 section/full year
Brian Cameron, Physical Education	.50 section/full year
Joseph Nicolosi, Physical Education	.50 section/full year
John Guerriero, Psychology	1 section/full year
Rebecca Silva, Psychology	1 section/full year
Kristie Ferruzzi, Science	1 section/full year
Michael Hazelton, Social Studies	1 section/full year
Edward Jablonski, Social Studies	1 section/full year
Eric Rao, Social Studies	1 section/full year
Dennis Montalto, Special Education	1 section/full year
Ashley Smar, Special Education	substitute for D. Montalto

FALL 2022 MIDDLE SCHOOL COACHES

BOYS SOCCER (AMENDED)

Brandon Crouteau, 7-8 Beach Coach
(replacing Sean Kelly approved at BOE meeting June 21, 2022)

OTHER, continued

INSTRUCTIONAL SWIM & FAMILY SWIM PROGRAMS 2022-2023

Colleen Reilly, Director
Thomas Bruder Assistant Director
Tanya Carbone, Assistant Director
John T. Denninger, Assistant Director
Daniel Gshwind, Assistant Director
Edward Jablonski, Assistant Director
Thomas Loudon, Assistant Director
Jeremy Robertson, Assistant Director
Meghan Schou, Assistant Director
Anthony Yuli, Assistant Director
John Montoni, Volunteer

Lifeguard

Gianna Aliani	Jack Delli-Pizzi	Tadhg O'Sullivan
Nicholas Aliani	Alyssa DiPietro	Joe Pace
Angelina Amatulli-Griffith	Michael DiPietro	Lea Parascandola
William Antippas	Brandon Disbrow	Bella Parasmo
Colin Beanland	Cameron Dorfmann	Joseph Pena
Quinn Bedell	Justin Dumond	Joseph Piropato
Andrew Bishop	Morgan Einsetler	Vincent Puglisi
John Boniberger	Logan Figueroa	Isabella Randazzo
Jarrett Bosch	Michael Flynn	Logan Reese
Shaun Boyle	Kaileigh Gagliardi	Kori Sansone
Kiarra Branigan	Matthew Gassmann	Nicholas Scarmozzino
Alex Burciaga	Robert Govier	Jack Schaefer
Erick Burciaga	Angelique Grande	Angelina Shannon
Ryan Carlson	Emma Grim	Noel Silva
Ryan Cascino	Jack Groak	Courtney Skahill
Drake Castonguay	Madison Horan	Jamie Smith
Devin Christensen	Ty Kennedy	Seamus Smith
Makayla Comer	Caylee Klimuszeko	Matthew Triglia
Anna Curley	Makayla Lynam	Connor Viar
Joe Cusumano	Isabella Magee	Joe Vitellaro
Thomas D'Alessandro	Jackie McDonough	Joe Washington
Braedon Dedcovich	Alec Miller	Logan Coppola
Christian Fahey	Kathryn Mushorn	Markos Prokopiou
Andrew Schiano	Sarah Taheny	

SUBJECT: THE USE OF VIDEOCONFERENCING AT PUBLIC MEETINGS

In accordance with the provisions of Section 103-a of the Public Officers Law, this policy shall serve to establish the written procedures governing the use of videoconferencing and member attendance at public meetings of the Board.

- I. Board meetings may utilize videoconferencing to conduct its public meetings provided that a minimum number of members are present to constitute a full quorum of the Board in either the same physical location or at locations where the public can attend. All locations at which the public can attend shall be included in the public notice of the meeting.
- II. Except as provided in Paragraph (a) of this Section II, board members must be physically present at the meeting unless they are unable to be present at any meeting location due to extraordinary circumstances as set forth herein. Examples of extraordinary circumstances which may render a board member unable to be physically present at a meeting include: illness, caregiving responsibilities, or any other significant or unexpected factor which precludes the member's physical attendance at the meeting.
 - a. Members are not required to participate in person during (i) a state disaster emergency declared by the governor pursuant to Section 28 of the Executive Law or (ii) a local state of emergency declared by the chief executive of a county, city, village or town pursuant to Section 24 of the Executive Law provided that the board determines the circumstances necessitating the emergency declaration would affect or impair the ability of the public body to hold an in-person meeting.
- III. When videoconferencing will be used at a public meeting, the public notice of the meeting must state: (i) that videoconferencing will be used, (ii) where the public can view and/or participate in the meeting, (iii) where required documents and records will be posted or available and (iv) the physical location for the meeting where the public can attend.
- IV. Additional procedures when videoconferencing will be used at a public meeting:
 - a. Board members must be heard, seen and identified while the meeting is being conducted.
 - b. The minutes of the meeting must include which, if any, members participated remotely.
 - c. The meeting will be recorded and the recording will be posted on the West Islip Union Free School District's website within five (5) business days of the meeting. The recording shall remain available for five years thereafter. Upon request, the recording will be transcribed.
 - d. The public will be provided with the opportunity to view the meeting via video and to participate in the meeting (where public comment or participation is authorized) via videoconference to the same extent as in-person comment or participation.
 - e. All meetings conducted using videoconferencing or which are broadcasted will use technology that permits access to individuals with disabilities consistent with the Americans with Disabilities Act.

WEST ISLIP UFSD
 2021-2022 Budget Transfers - General Fund
 School Board Meeting - September 8, 2022

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4233	06/30/2022	<i>Bus drivers uniforms</i>			
		A 5510.503-999-5099	GASOLINE	4,000.00	
		A 5510.530-999-5099	UNIFORMS		4,000.00
4234	06/15/2022	<i>To pay for HS invoices 951576636 & 951630229</i>			
		A 1420.424-109-4499	REAL ESTATE COMMISSIONS	5,115.89	
		A 2855.414-359-4675	EQUIP RECONDITION & RECERTIFY - HS		5,115.89
4235	06/30/2022	<i>To pay for MS invoices 951614952 & 951576637</i>			
		A 5540.406-999-4675	EDUCATIONAL TRIPS-ATHLETICS	4,988.66	
		A 2855.414-319-4675	EQUIP RECONDITION & RECERTIFY - UDALL		2,392.89
		A 2855.414-329-4675	EQUIP RECONDITION & RECERTIFY - BEACH		2,595.77
DEBIT/CREDIT TOTALS				\$ 14,104.55	\$ 14,104.55
NET AMOUNT					-

Approved: Paul Romanelli Date: 8/31/22
 Dr. Paul Romanelli, Superintendent of Schools

WEST ISLIP UFSD
 2021-2022 Budget Transfers - General Fund
 School Board Meeting - September 8, 2022

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4238	06/30/2022	<i>To record H Fund BBS PO 192225 to AP</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	50,400.00	
		H 1620.245-08-034	ARCHITECT - 50M BOND - PHASE 4 - HIGH SCHOOL		50,400.00
DEBIT/CREDIT TOTALS				\$ 50,400.00	\$ 50,400.00
NET AMOUNT					-

Approved: Paul Romanelli Date: 8/31/22
 Dr. Paul Romanelli, Superintendent of Schools

WEST ISLIP UFSD
2022-23 Budget Transfers - General Fund
School Board Meeting - September 8, 2022

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4236	08/10/2022	<i>To cover Fall 22 & Sp 23 printing of Adult Ed Brochure - Toaby</i>			
		A 2310.518-999-5159	SUPPLIES, GENERAL-ADULT ED	376.00	
		A 2310.423-999-5159	PROF & TECH SERV-ADULT ED		376.00
DEBIT/CREDIT TOTALS				<u>376.00</u>	<u>376.00</u>
NET AMOUNT					<u><u>-</u></u>

Approved: Paul Romanelli
Dr. Paul Romanelli, Superintendent of Schools

Date: 8/31/22

WEST ISLIP UFSD
2022-23 Budget Transfers - Capital Fund
School Board Meeting - September 8, 2022

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4239	07/31/2022	<i>To reverse BT 4238 for AP BBS Jun 22</i>			
		H 1620.245-08-034	ARCHITECT - 50M BOND - PHASE 4 - HIGH SCHOOL	50,400.00	
		H 1620.240-00-015	ADMIN COSTS - 50M BOND		50,400.00
4225	08/04/2022	<i>\$50M Bond - Maccarone Plbg - Ph 6 - Beach</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	53,670.00	
		H 1620.295-10-027	PLUMBING - 50M BOND - PHASE 6 - BEACH - GENERATOR PROJECT		53,670.00
4226	08/04/2022	<i>\$50M Bond - Rolands - Ph 6 - Beach</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	518,745.00	
		H 1620.295-10-027	PLUMBING - 50M BOND - PHASE 6 - BEACH - GENERATOR PROJECT		518,745.00
4227	08/04/2022	<i>\$50M Bond - Five Twelve - Ph 6 - HS</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	300,000.00	
		H 1620.293-08-040	GEN CONSTRUCT - 50M BOND - PHASE 6 - HIGH SCHOOL		300,000.00
4228	08/04/2022	<i>\$50M Bond - Five Twelve - Ph 6 - HS</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	196,000.00	
		H 1620.293-08-040	GEN CONSTRUCT - 50M BOND - PHASE 6 - HIGH SCHOOL		196,000.00
4229	08/04/2022	<i>\$50M Bond - Five Twelve - Ph 6 - Beach</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	866,000.00	
		H 1620.293-10-030	GEN CONST- 50M BOND - PHASE 6 - BEACH - ROTUNDA		866,000.00
4230	08/04/2022	<i>\$50M Bond - Renu - Ph 6 - Districtwide</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	687,000.00	
		H 1620.293-03-024	GEN CONST - 50M BOND - PHASE 6 - MANETUCK		207,631.00
		H 1620.293-05-027	GEN CONST - 50M BOND - PHASE 6 - PJ BELLEW		50,704.00
		H 1620.293-07-021	GEN CONST - 50M BOND - PHASE 6 - UDALL		166,207.00
		H 1620.293-08-039	GEN CONSTRUCT - 50M BOND - PHASE 6 - HIGH SCHOOL		62,157.00
		H 1620.293-10-029	GEN CONST- 50M BOND - PHASE 6 - BEACH		106,605.00
		H 1620.293-11-022	GEN CONST- 50M BOND - PHASE 6 - BAYVIEW		62,546.00
		H 1620.293-12-024	GEN CONST- 50M BOND - PHASE 6 - OQUENOCK		31,150.00
4231	08/04/2022	<i>\$50M Bond - Rolands - Ph 6 - Districtwide</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	581,650.00	
		H 1620.293-03-024	GEN CONST - 50M BOND - PHASE 6 - MANETUCK		167,890.00
		H 1620.293-05-027	GEN CONST - 50M BOND - PHASE 6 - PJ BELLEW		33,905.00
		H 1620.293-07-021	GEN CONST - 50M BOND - PHASE 6 - UDALL		241,850.00
		H 1620.293-08-039	GEN CONSTRUCT - 50M BOND - PHASE 6 - HIGH SCHOOL		40,980.00
		H 1620.293-10-029	GEN CONST- 50M BOND - PHASE 6 - BEACH		45,275.00
		H 1620.293-11-022	GEN CONST- 50M BOND - PHASE 6 - BAYVIEW		34,800.00
		H 1620.293-12-024	GEN CONST- 50M BOND - PHASE 6 - OQUENOCK		16,950.00
4232	08/04/2022	<i>Smart Schools Funding - BBS</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	87,264.18	
		H 1620.245-99-008	ARCHITECT - DO SECURITY VESTIBULE - SMART SCHOOLS		87,264.18
4237	08/11/2022	<i>To reclass Cap Res 21-22 for HS projects</i>			
		H 1620.293-99-2122	GEN CONST - CAPITAL RESERVE - DISTRICTWIDE - WATER FOUNTAINS	12,857.67	
		H 1620.293-35-2122	GEN CONST - CAPITAL RESERVE 21-22 - HS - RESTROOMS		12,857.67
DEBIT/CREDIT TOTALS				<u>3,353,586.85</u>	<u>3,353,586.85</u>
NET AMOUNT					<u>-</u>

Approved: Paul Romanelli Date: 8/31/22
Dr. Paul Romanelli, Superintendent of Schools

INSTRUCTIONAL SERVICES CONTRACT

This Agreement is entered into this 1st day of September, 2022 by and between the Board of Education of the West Islip Union Free School District (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at Michael & Christine Freyer Building, 100 Sherman Avenue, West Islip, New York, 11795, and the East Moriches Union Free School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 9 Adelaide Avenue, East Moriches, New York 11940.

W I T N E S S E T H

WHEREAS the SENDING DISTRICT is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students; and

WHEREAS, the RECEIVING DISTRICT is a public school district within the State of New York authorized to provide educational services to students;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

1. The term of this Agreement shall be from September 1, 2022 through June 30, 2023, inclusive, unless terminated early as provided for in this Agreement. It is understood that neither party is under any obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

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

1. 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.
2. SENDING DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SENDING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. This indemnity shall survive the termination of this Agreement.

3. RECEIVING DISTRICT agrees to defend, indemnify and hold harmless the SENDING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages, and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SENDING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. This indemnity shall survive the termination of this Agreement.

C. SERVICES AND RESPONSIBILITIES:

1. The RECEIVING DISTRICT shall provide to the students listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, instruction services and Special Education and Related Services as set forth in each student's Individual Education Plan (IEP), with the exception that the Related Services required in each student's IEP, if any, will be provided by Complete Rehab pursuant to a separate contract to be entered into between Complete Rehab and the SENDING DISTRICT.
 - a. The SENDING DISTRICT shall give written notice to the RECEIVING DISTRICT if the student(s) is to be deleted from the Confidential Schedule A. Such notice shall be given thirty (30) days in advance or as soon as the SENDING DISTRICT becomes aware of the student terminating attendance in the RECEIVING DISTRICT'S program. In the event that a student is deleted during the term of this Agreement, the payment amount owed by the SENDING DISTRICT shall be adjusted accordingly.
2. The services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with State curriculum and standards.
3. The RECEIVING DISTRICT agrees to submit to the SENDING DISTRICT, upon request, progress of the services rendered.
4. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement.
5. The RECEIVING DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
6. The RECEIVING DISTRICT shall make qualified personnel available to participate in meetings via telephone of the SENDING DISTRICT'S Committee on

Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.

7. The RECEIVING DISTRICT shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act including background checks and fingerprinting of all staff directly providing services to students. If requested, the RECEIVING DISTRICT shall provide the SENDING DISTRICT with the proof of clearance for employment from the New York State Education Department.
8. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to tender full reports concerning the education and progress of the students to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of the students covered by the terms of this Agreement.
9. Upon reasonable prior written notice, the RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.
10. In the event that the parent or person in parental relation to the students receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.
11. The SENDING DISTRICT shall promptly notify the RECEIVING DISTRICT of any modifications of the student's IEP.

D. REPRESENTATIONS:

1. The RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence. Upon the execution of this Agreement, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to the students under this Agreement.
2. In the event that the required license/certification of any agent or employee of the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

E. COMPENSATION:

1. The cost of the Related Services provided by Complete Rehab, including but not limited to OT and PT, if required under the student(s)' IEP will be billed by Complete Rehab directly to the SENDING DISTRICT.
2. The cost of the Behavior Consultation in School, per student, as per current IEP, will be provided by the Institute for Children with Autism; however if Institute for Children with Autism is unable to provide such services or the parties decide they no longer want Institute for Children with Autism to provide such services, they will be provided by an agency that is mutually agreeable to the parties. The RECEIVING DISTRICT will pay these charges directly to the Institute for Children with Autism, or pursuant to the circumstances above, to an agency that is mutually agreeable to the parties. The SENDING DISTRICT will reimburse the RECEIVING DISTRICT for those charges. THE RECEIVING DISTRICT will provide to the SENDING DISTRICT a copy of the monthly invoices and backup sheets paid by the RECEIVING DISTRICT. These costs will be added to the SENDING DISTRICTS' MONTHLY INVOICE.
3. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for the students receiving services in the amount of the Actual Cost per student based on the services provided by the RECEIVING DISTRICT under the student's current IEP, please see attachment (which is currently estimated at \$9,558.71 per month, but is subject to revision in accordance with the services actually rendered). The amount of such tuition is based upon the RECEIVING SCHOOL DISTRICT'S actual costs to educate such students set forth in the schedule, and upon the request of the SENDING DISTRICT, the RECEIVING DISTRICT shall provide verification of the actual cost for such tuition.
4. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
4. The SENDING DISTRICT shall be responsible for the costs of transporting the students listed in Schedule A to and from the RECEIVING DISTRICT.

F. INSURANCE:

1. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the SENDING DISTRICT (and the Board of Education) as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT, its officers, agents, or employees in connection with the performance of the RECEIVING

DISTRICT'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 (\$3,000,000.00).

2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. There shall be a thirty (30) day written notice to the SENDING DISTRICT in the event of cancellation or non-renewal.
4. Upon execution of this Agreement, the RECEIVING DISTRICT shall supply the SENDING DISTRICT with a Certificate of Insurance which includes the SENDING DISTRICT (and the Board of Education) as additional insured, a copy of the Declaration pages of said policy/policies, and a copy of the Additional Insured Endorsement.

G. TERMINATION:

1. Either the SENDING DISTRICT or the RECEIVING DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
3. In the event the SENDING DISTRICT or the RECEIVING 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.

H. NOTICES:

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 Sending District:

Elisa Pellati
Assistant Superintendent for Business
Michael & Christine Freyer Building
100 Sherman Avenue
West Islip, New York, 11795

To Receiving District:
Mr. Dean Mittleman
Superintendent of Schools
East Moriches Union Free School District
9 Adelaide Avenue
East Moriches, New York 11940

I. SUCCESSORS AND ASSIGNS:

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

J. WAIVER OF RIGHTS:

1. 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.

K. SEVERABILITY:

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

L. GOVERNING LAW:

1. 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

M. ENTIRE AGREEMENT:

1. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: 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 authorized representatives of both parties.

West Islip UFSD

EAST MORICHES UFSD

By:
President, Board of Education

By:
President, Board of Education

Date _____

Date _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2022**, 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 **Health Source Group, Inc., (HSG)** (hereinafter the "CONSULTANT"), having a principal mailing address of 25 Newbridge Road, Suite 312, Hicksville, NY 11801.

A. TERM

1. The term of this Agreement shall be from **July 1, 2022** through **June 30, 2023**, 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:

1. 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. Defense / Indemnification
 - a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any 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. The obligations pursuant to this provision shall survive the termination of this Agreement.

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

C. SERVICES AND RESPONSIBILITIES

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

NURSING SERVICES AS PER ATTACHED 2022-2023 RATE SHEET

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. COMPENSATION

1. 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 per attached **2022-2023 Rate Sheet**.

E. INSURANCE

1. 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).
2. 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. TERMINATION

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

1. 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.

Health Source Group, Inc., (HCG)

West Islip Union Free School District

BY: 

Executive Project Manager

BY: _____

President, Board of Education

EXHIBIT A
HOURLY RATES

Registered Nurse (RN):	\$60.00 PER HOUR
Licensed Practical Nurse (LPN):	\$47.00 PER HOUR
Certified Nursing Assistant (CNA):	\$30.00 PER HOUR
Resource Room Teacher:	\$60.00 PER HOUR
Procter (Exams):	\$30.00 PER HOUR
Teacher's Aide:	\$28.00 PER HOUR
Teacher's Assistant:	\$32.00 PER HOUR

**Additional positions requested can be staffed through an added addendum*

**Supplemental Agreement between the
West Islip Union Free School District**

and

Supplemental Agreement dated this 1st day of July, 2022 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and **Health Source Group, Inc.** (the "Contractor") located at 25 Newbridge Road, Suite 312, 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 8 NYCRR 121.1; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d and 8 NYCRR Part 121 (hereinafter "Supplemental Agreement").

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

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter "Regulations").

a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the West Islip Union Free School District

"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. With reference to this agreement, "Third Party Contractor" shall be synonymous with "Contractor" and shall also include any and all subcontractors, persons or entities with whom the Contractor shares Student Data and/or Principal or Teacher Data 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 Health Source Group, Inc.

b. "Student" means any person attending or seeking to enroll in an Educational Agency.

c. "Student Data" means Personally Identifiable Information of a "Student."

- d. "Eligible Student" means a Student who is eighteen years or older.
- e. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.
- f. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- g. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- h. "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.
- i. "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.nysed.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

l.disibio@wi.k12.ny.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;
 - iii. 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) and Section 121.3 of the Regulations, 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 following exclusive purpose(s): to provide tutorial services in accordance with the underlying 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 the data protection and security requirements set forth in Education Law §2-d and Part 121 of the Regulations.

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2023. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall *return to the District all remaining Student Data and/or Principal or Teacher Data 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.*

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." or "The Contractor and District agree to notify the other party of any challenge to the accuracy of Student Data and/or Principal Data. The District and Contractor agree that the party who is responsible for the development of the Student Data and/or Principal Data shall make the final determination with regard to any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data.*

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 (i) a description of where Student Data and/or Principal or Teacher Data will be stored, described in a manner to protect data security, (ii) a description of the security protections taken to ensure Student Data and/or Principal or Teacher Data will be protected and data security and privacy risks are mitigated; and (iii) a description of how the Student Data and/or Principal or Teacher Data will be protected using encryption while in motion and at rest.]*

Data is stored in a secure file stored/locked in consultant's computer which is located in locked office only accessible by key entry. Physical & technical security measures are conducted by abiding by HIPAA regulations and laws. Computers are password protected & passwords are changed regularly.

f. The parties hereby incorporate by reference the Data Privacy and Security Plan and Data Privacy Plan attached hereto as Appendix E.

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) and Section 121.11 of the Regulations, 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:

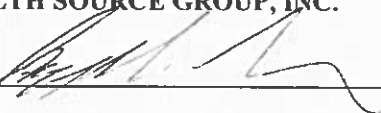
a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor 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.

HEALTH SOURCE GROUP, INC.

By: 

Print Name: Jacqueline Nelson

Title: Executive Project Manager

Date: 8/29/2022

WEST ISLIP UNION FREE SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2022**, 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 **Metro Therapy** (hereinafter the “**CONSULTANT**”), having a principal mailing address of P.O. Box 6005, Hauppauge, NY 11788-9005.

A. TERM

1. The term of this Agreement shall be from **July 1, 2022** through **June 30, 2023**, 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:

1. **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. SERVICES AND RESPONSIBILITIES

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

SEE ATTACHED SERVICES AND RATE SHEET

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. COMPENSATION

1. 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 per attached rate sheet.**

E. INSURANCE

1. 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).

2. 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. TERMINATION

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

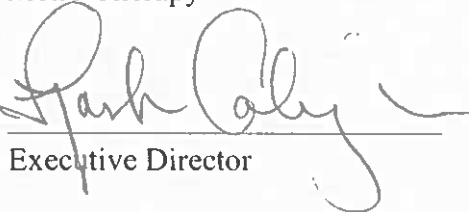
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

Metro Therapy

West Islip Union Free School District

BY:


Executive Director

BY: _____

President, Board of Education

"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE
FREEDOM OF INFORMATION LAW"

SCHEDULE A – Page 1 of 2
PROPOSED RATES FOR West Islip UFSD
July 1, 2022-June 30, 2023

THIS SCHEDULE MUST BE ATTACHED TO ANY CONTRACT AWARDED

SERVICE	<i>In-District</i>	OT	PT	ST	Counseling
30- Minute Individual Session (Includes push-ins, pull-outs, consultation and observations)		\$44.00	\$46.00	\$44.00	\$44.00
30- Minute Group Session (up to 5 students) (Includes push-ins, pull-outs)		\$65.00	\$65.00	\$65.00	\$65.00
Whole Classroom Push-Ins – 30 minutes		\$75.00			
Handwriting Groups (up to 8 students)		\$70.00			
<i>Out-of-District: All services except Behavioral, Resource Room, Vision and Hearing provided in the home, private or parochial schools will be billed at the rate of \$50.00 per half hour session per child.</i>					

SCREENINGS	OT	PT	ST	Bilingual ST
	\$44.00	\$46.00	\$100.00	\$150.00

EVALUATION	Monolingual	Bilingual
Occupational Therapy	\$190.00	\$200.00
Physical Therapy	\$190.00	\$200.00
Speech Therapy	\$275.00	\$375.00
Neuropsychological	\$3600.00	
A-DOS	\$550.00	
Psychological	\$475.00	\$575.00
Psychological/Education	\$775.00	\$875.00
Social History	\$100.00	\$175.00
Educational by Psychologist	\$375.00	\$475.00
Educational by Special Educator	\$275.00	\$375.00
Classroom Observation with report	\$100.00	
Assistive Technology/AAC	\$1800.00	
Vision and Hearing	\$300.00	
Central Auditory Processing (CAP)	\$1750.00	

BEHAVIOR INTERVENTION SERVICES (Per Hour)	BCBA	Non-BCBA
Classroom Consultation	\$150.00	\$125.00
ABA Skills Assessment	\$150.00	\$125.00
FBA/BIP	\$150.00	\$125.00
BIS/Family Training (In-home)	\$150.00	\$125.00
BIS Technician Supervision (In-home)	\$150.00	\$125.00
BIS Technician -Registered (In-home)		\$55.00
BIS Technician - non-Registered (In-home)		\$45.00

"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW"

Schedule A – Page 2 of 2

BEHAVIOR TRAINING	
40-hour Registered Behavior Technician Training*	
<i>*additional RBT fees to BACB apply</i>	
Up to 10 Participants	\$4500.00
Each additional participant	\$100.00
RBT Competency Test Administration	\$150.00 per hour
On-going RBT Supervision	\$150.00 per hour
10-hour ABA Intensive	\$2500.00

SPECIAL RATE SCHEDULE	PER ½ HOUR
Resource Room/Consultant Teacher	
Individual	\$45.00
Group of 2 students	\$35.00 per student
Group of 3-5 students	\$30.00 per student
Home Instruction (special education/resource room) (Certified Special Educator directly addressing IEP goals or 504 Plan)	\$50.00
Vision Services	\$63.00
Teacher of the Deaf Services	\$63.00
Teaching Assistant	\$20.00
Assistive Technology/AAC Consults (including meeting participation)	\$100.00

	CSE	Team
MEETINGS	\$50.00 per ½ hour	\$50.00 per ½ hour

TRANSLATIONS	
Reports	\$35.00 per page
Interpreting	\$50.00 per ½ hour
Proctoring	\$50.00 per ½ hour

	Full Day	½ Day	Per Hour (2 hours or less)
STAFF DEVELOPMENT	\$1500.00	\$750.00	\$250.00

Scheduling Consultation: A ½ per session fee will be charged per student, during the first two weeks of the school year until scheduling is completed. Scheduling is meeting the child, meeting the teachers and all staff, and preparing the schedule.

Reports: All progress reports, annual review testing and goals will be inputted in to the School District IEP system at no charge. If Metro Therapy, Inc. is required to input SPAMS, Medicaid Notes or any other report, a charge of \$60.00 per half hour per therapist per month.

Administrative Staffing Options – available upon request; contact us for additional information.

Cancelled Sessions: If parent or district/school does not provide 24-hour notice of student cancellation, service provider may choose to charge for the cost of cancelled session and perform required paperwork or other student-related work.

FOR CONTRACTS WITH RENEWAL CLAUSES (EXTENSIONS) – WE RESERVE THE RIGHT TO INCREASE RATES UPON THE RENEWAL BY 2% OR THE COST OF LIVING ALLOWANCE, WHICHEVER IS LOWER ON THE DATE OF THE RENEWAL.

**Supplemental Agreement between the
West Islip Union Free School District**

and

Supplemental Agreement dated this 1st day of July, 2022 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Metro Therapy the "Contractor") located at P.O. Box 6005, Hauppauge, NY 11788-9005.

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 8 NYCRR 121.1; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d and 8 NYCRR Part 121 (hereinafter "Supplemental Agreement").

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

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter "Regulations").

a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the West Islip Union Free School District

"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. With reference to this agreement, "Third Party Contractor" shall be synonymous with "Contractor" and shall also include any and all subcontractors, persons or entities with whom the Contractor shares Student Data and/or Principal or Teacher Data 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 Metro Therapy.

b. "Student" means any person attending or seeking to enroll in an Educational Agency.

c. "Student Data" means Personally Identifiable Information of a "Student."

d. "Eligible Student" means a Student who is eighteen years or older.

- e. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.
- f. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- g. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- h. "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.
- i. "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.nysed.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

l.disibio@wi.k12.ny.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;
 - iii. 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) and Section 121.3 of the Regulations, 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 following

exclusive purpose(s): to provide tutorial services in accordance with the underlying 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 the data protection and security requirements set forth in Education Law §2-d and Part 121 of the Regulations.

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2021. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall *return to the District all remaining Student Data and/or Principal or Teacher Data 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.*

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." or "The Contractor and District agree to notify the other party of any challenge to the accuracy of Student Data and/or Principal Data. The District and Contractor agree that the party who is responsible for the development of the Student Data and/or Principal Data shall make the final determination with regard to any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data.*

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 (i) a description of where Student Data and/or Principal or Teacher Data will be stored, described in a manner to protect data security, (ii) a description of the security protections taken to ensure Student Data and/or Principal or Teacher Data will be protected and data security and privacy risks are mitigated; and (iii) a description of how the Student Data and/or Principal or Teacher Data will be protected using encryption while in motion and at rest.]*

Records are stored in a database accessed via business applications controlled by RVPs & HR. After case completion, access is revoked after 45 days, allowing for note/ report submission. Data in the system is only available to authorized users. Service providers have access only to records relevant to their assigned caseload. Annual security training is provided to employees and our providers which includes the handling of confidential information. On-boarding includes written agreements detailing compliance policies and requirements that must be acknowledged by employees and service providers. Data is protected while in motion and at rest using encryption. Data in transit is protected with TLS encryption, sensitive data is secured in database. MS Azure

f. The parties hereby incorporate by reference the Data Privacy and Security Plan and Data Privacy Plan attached hereto as Appendix E.

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) and Section 121.11 of the Regulations, 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.

Metro Therapy

By: 

Print Name: Frank Caligaris

Title: Director of Pediatric Services

Date: 7/27/2022

West Islip Union Free School District

By: _____

Print Name: _____

Title: _____

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2022**, 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 **Serene Home Nursing Agency**, (hereinafter the "CONSULTANT"), having a principal mailing address of 42 Academy Street, Patchogue, NY 11772

A. TERM

1. The term of this Agreement shall be from **July 1, 2022** through **June 30, 2023**, 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:

1. 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. Defense / Indemnification
 - a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any 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. The obligations pursuant to this provision shall survive the termination of this Agreement.

- b. DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
5. District agrees not to hire a nurse referred by Horizon Healthcare Staffing within one year of the referral without written permission from Horizon.

C. SERVICES AND RESPONSIBILITIES

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

**SEE ATTACHED RATE SHEET
FOR SUMMER AND FALL 2022-2023**

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. COMPENSATION

1. 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 per attached **2022-2023 Rate Sheet**.

E. INSURANCE

1. 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).
2. 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. TERMINATION

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

1. 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.

Serene Home Nursing Agency

West Islip Union Free School District

BY: Kristi Morales
Executive Director

BY: _____
President, Board of Education

Serene Home Nursing Agency

42 Academy Street
 Patchogue, NY 11772
 (631) 696-9609- Office
 (631) 306-8313- Fax

West Islip School District 2022-2023 Service Rates

RN Assessment	\$187 per visit
RN School Nurse (up to 2 hours)	\$187.00
RN School Nurse (over 2 hours)	\$89.00 per additional hour rounded up to next hour
RN Private Duty Nurse (up to 2 hours)	\$187.00
RN Private Duty Nurse (over 2 hours)	\$89.00 per additional hour rounded up to next hour
Nurse to accompany student to and from school on bus	\$192.00 up to 2 hours per trip
Nurse to accompany student to and from school on bus	\$97.00 per additional hour per trip
LPN Private Duty Nurse (up to 2 hours)	\$177.00
LPN Private Duty Nurse (over 2 hours)	\$72.00 per additional hour rounded up to next hour
Physical Therapy visit up to 1 hour	\$195.00 (up to 1 hour)
Physical Therapy visit (over 1 hour)	\$120.00 per additional hour rounded up to next hour
Occupational Therapy visit up to 1 hour	\$195.00 (up to 1 hour)
Occupational Therapy visit (over 1 hour)	\$120.00 per additional hour rounded up to next hour
Speech Therapy visit up to 1 hour	\$195.00 (up to 1 hour)
Speech Therapy visit (over 1 hour)	\$120.00 per additional hour rounded up to next hour
Aide Services (up to 6 hours)	\$200.00
Aide Services- per additional hour (over 6-hour base day)	\$35.00 per additional hour rounded up to next hour
CNA (up to 6 hours)	\$225.00
CNA - per additional hour (over 6-hour base day)	\$37.00 per additional hour rounded up to next hour

**Please note the above rates are courtesy discounted rates from our published rates. For billing purposes, any services provided for less than a full hour will be rounded up to a full billable hour.*

**Supplemental Agreement between the
West Islip Union Free School District
and**

Supplemental Agreement dated this 1st day of July, 2022 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and **Serene Home Nursing Agency** (the "Contractor") located at 42 Academy Street, Patchogue, NY 11772.

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 8 NYCRR 121.1; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d and 8 NYCRR Part 121 (hereinafter "Supplemental Agreement").

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

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter "Regulations").

a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the West Islip Union Free School District

"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. With reference to this agreement, "Third Party Contractor" shall be synonymous with "Contractor" and shall also include any and all subcontractors, persons or entities with whom the Contractor shares Student Data and/or Principal or Teacher Data 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 Serene Home Nursing Agency.

b. "Student" means any person attending or seeking to enroll in an Educational Agency.

c. "Student Data" means Personally Identifiable Information of a "Student."

d. "Eligible Student" means a Student who is eighteen years or older.

- e. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.
- f. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- g. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- h. "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.
- i. "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.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>
or a copy may be obtained by writing to:

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

l.disibio@wi.k12.ny.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;
 - iii. 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) and Section 121.3 of the Regulations, 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 following

exclusive purpose(s): to provide tutorial services in accordance with the underlying 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 the data protection and security requirements set forth in Education Law §2-d and Part 121 of the Regulations.

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on June 30, 2023. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall *return to the District all remaining Student Data and/or Principal or Teacher Data 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.*

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." or "The Contractor and District agree to notify the other party of any challenge to the accuracy of Student Data and/or Principal Data. The District and Contractor agree that the party who is responsible for the development of the Student Data and/or Principal Data shall make the final determination with regard to any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data.*

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 (i) a description of where Student Data and/or Principal or Teacher Data will be stored, described in a manner to protect data security, (ii) a description of the security protections taken to ensure Student Data and/or Principal or Teacher Data will be protected and data security and privacy risks are mitigated; and (iii) a description of how the Student Data and/or Principal or Teacher Data will be protected using encryption while in motion and at rest.]*

Please see attached data privacy policy

f. The parties hereby incorporate by reference the Data Privacy and Security Plan and Data Privacy Plan attached hereto as Appendix E.

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) and Section 121.11 of the Regulations, 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.

SERENE HOME NURSING AGENCY

By: _____

Print Name: _____

Title: _____

Date: _____

Kristi Manolias
Kristi Manolias
Director
8/26/22

WEST ISLIP UNION FREE SCHOOL DISTRICT

By: _____

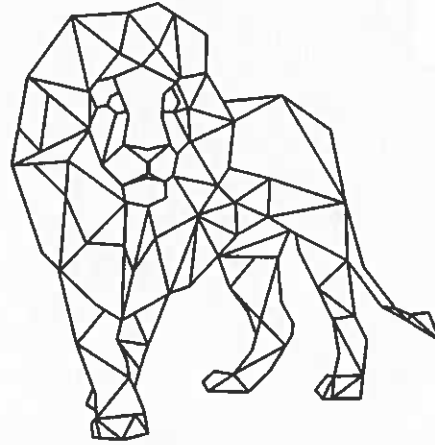
Print Name: _____

Title: _____

Date: _____

James R. Grover
Director of Math, Business,
& FACS

West Islip School District
One Lion's Path
West Islip, New York 11795
(631)504-5808



TO: Elisa Pellati
FROM: James Grover
DATE: August 26, 2022
RE: Obsolete Textbooks

I am requesting the surplus of 120 old math textbooks, which have not been used in 19 years and are now obsolete due to the purchase and adoption of a new series. These books are located in the Udall Road Book room.

Glencoe Math Textbooks, ISBN # 0078693551

If you have any questions or concerns, please let me know.

Cc: Dan Marquardt, Andrew Moschetto

INTEROFFICE MEMORANDUM

To: Elisa Pellati, Assistant Superintendent For Business

From: Desmond Poyser, Director of Technology

Subject: Surplus Equipment

Date: August 30, 2022

CC: Dr. Paul Romanelli, Superintendent of Schools

I am requesting approval to surplus the following end of life or use items:

HP 11 G5 EE Chromebook	5CD8170Y19	G110284861
HP 11 G5 EE Chromebook	5CD7289TF9	G110038988
HP 11 G5 EE Chromebook	5CD8138ZQZ	N/A
HP 11 G5 EE Chromebook	5CD8191QJJ	G110425663
HP 11 G5 EE Chromebook	5CD729093W	G110038970
HP 11 G5 EE Chromebook	5CD8139015	G110285027
HP 11 G5 EE Chromebook	5CD8170XZQ	G110285043
HP 11 G5 EE Chromebook	5CD8170Y02	G110285100
HP 11 G5 EE Chromebook	5CD8170Y6C	G110284996
HP 11 G5 EE Chromebook	5CD73294RG	G110244958
HP 11 G5 EE Chromebook	5CD73238DW	G110244367
HP 11 G5 EE Chromebook	5CD7125QQX	G110083591
HP 11 G5 EE Chromebook	5CD72922SW	G110039045
HP 11 G5 EE Chromebook	5CD72908X0	G110038998
HP 11 G5 EE Chromebook	5CD7323TXZ	G110157027
HP 11 G5 EE Chromebook	5CD7306F32	G110243881
HP 11 G5 EE Chromebook	5CD8170Y1N	G110285077
HP 11 G5 EE Chromebook	5CD8170Y4W	G110371726
HP 11 G5 EE Chromebook	5CD73294PJ	G110244210
HP 11 G5 EE Chromebook	5CD8170Y11	G110372495
HP 11 G5 EE Chromebook	5CD73292HC	G110244176
HP 11 G5 EE Chromebook	5CD8170Y3C	G110285085
HP 11 G5 EE Chromebook	5CD73238ZT	G110156148
HP 11 G5 EE Chromebook	5CD7296K7B	G110039058
HP 11 G5 EE Chromebook	5CD813902V	G110285017
HP 11 G5 EE Chromebook	5CD7296K2Y	G110039081

HP 11 G5 EE Chromebook	5CD8170Y4L	G110372476
HP 11 G5 EE Chromebook	5CD73295RD	G110244251
HP 11 G5 EE Chromebook	5CD8170Y6D	G110284997
HP 11 G5 EE Chromebook	5CD7125QS8	G110083589
HP 11 G5 EE Chromebook	5CD7125263	G110083594
HP 11 G5 EE Chromebook	5CD72908V8	G110039044
HP 11 G5 EE Chromebook	5CD732969J	G110244400
HP 11 G5 EE Chromebook	5CD73296JG	G110244758
HP 11 G5 EE Chromebook	5CD8170Y1M	G110372441
HP 11 G5 EE Chromebook	5CD8191QHQ	G110425641
HP 11 G5 EE Chromebook	5CD72908RS	G110039023
HP 11 G5 EE Chromebook	5CD72909FX	G110038984
HP 11 G5 EE Chromebook	5CD7296K44	G110039093
HP 11 G5 EE Chromebook	5CD8170Y31	G110285128
HP 11 G5 EE Chromebook	5CD72908Z0	G110038974
HP 11 G5 EE Chromebook	5CD72909HP	G110039094
HP 11 G5 EE Chromebook	5CD7329681	G110244775
HP 11 G5 EE Chromebook	5CD732292Q	G101041996
HP 11 G5 EE Chromebook	5CD73292DN	G110244281
HP 11 G5 EE Chromebook	5CD8170Y6G	G110284869
HP 11 G5 EE Chromebook	5CD72922V5	G110039096
HP 11 G5 EE Chromebook	5CD8191QHG	G110425738
HP 11 G5 EE Chromebook	5CD8170Y4H	G110372436
HP 11 G5 EE Chromebook	5CD73238GN	G110244350
CHROMEBOOK 11 G6 EE	N/A	G110295798
CHROMEBOOK 11 G6 EE	N/A	G110299855
CHROMEBOOK 11 G6 EE	5CD8284V8V	G110296236
CHROMEBOOK 11 G6 EE	N/A	G110296121
CHROMEBOOK 11 G6 EE	N/A	G110270141
CHROMEBOOK 11 G6 EE	N/A	G110504581
CHROMEBOOK 11 G6 EE	5CD922B89Y	G110541138
CHROMEBOOK 11 G6 EE	5CD8323ZT5	G110299867
CHROMEBOOK 11 G6 EE	N/A	G110504569
CHROMEBOOK 11 G6 EE	N/A	N/A
CHROMEBOOK 11 G6 EE	N/A	G110270272
CHROMEBOOK 11 G6 EE	5CD8344YZ1	G110299964
CHROMEBOOK 11 G6 EE	N/A	G110296094
CHROMEBOOK 11 G6 EE	N/A	G110504536
CHROMEBOOK 11 G6 EE	N/A	G110550280
CHROMEBOOK 11 G6 EE	N/A	N/A
CHROMEBOOK 11 G6 EE	N/A	G110504732

CHROMEBOOK 11 G6 EE	5CD8323ZCR	G110299769
CHROMEBOOK 11 G6 EE	N/A	G110541153
CHROMEBOOK 11 G6 EE	5CD9226HW2	G110504651
CHROMEBOOK 11 G6 EE	5CD8344YPP	G110270025
CHROMEBOOK 11 G6 EE	5CD922B936	G110541169
CHROMEBOOK 11 G6 EE	N/A	G110270059
CHROMEBOOK 11 G6 EE	N/A	G110270123
CHROMEBOOK 11 G6 EE	5CD8344YDZ	G110299997
CHROMEBOOK 11 G6 EE	5CD832402S	G110299864
CHROMEBOOK 11 G6 EE	5CD8286J6R	G110295729
CHROMEBOOK 11 G6 EE	5CD922B854	G110504591
CHROMEBOOK 11 G6 EE	N/A`	G11055031
CHROMEBOOK 11 G6 EE	5CD922B93C	G110488385
CHROMEBOOK 11 G6 EE	N/A	G110295854
CHROMEBOOK 11 G6 EE	5CD8286JFG	G110296194
CHROMEBOOK 11 G6 EE	5CD8294ZM3	G110299746
CHROMEBOOK 11 G6 EE	5CD8286JF1	G110295813
CHROMEBOOK 11 G6 EE	5CD922B8S7	G110504643
CHROMEBOOK 11 G6 EE	5CD9226HVH	G110504598
CHROMEBOOK 11 G6 EE	5CD8344YJN	G110270480
CHROMEBOOK 11 G6 EE	5CD922B862	G110488379
CHROMEBOOK 11 G6 EE	5CD9226HMR	G110503167
CHROMEBOOK 11 G6 EE	5CD8286JSS	G110296009
CHROMEBOOK 11 G6 EE	5CD829018S	G110295067
CHROMEBOOK 11 G6 EE	5CD922B90Q	G110541141
CHROMEBOOK 11 G6 EE	5CD8283D0J	G110296055
CHROMEBOOK 11 G6 EE	5CD8337338	N/A
CHROMEBOOK 11 G6 EE	5CD8284V93	G110296231
CHROMEBOOK 11 G6 EE	5CD8290185	G110295089
CHROMEBOOK 11 G6 EE	5CD8290168	G110295606
CHROMEBOOK 11 G6 EE	5CD922B91H	G110541186
CHROMEBOOK 11 G6 EE	5CD8286KB9	G110296011
CHROMEBOOK 11 G6 EE	5CD8323ZPG	G110270117
CHROMEBOOK 11 G6 EE	5CD8337182	N/A
CHROMEBOOK 11 G6 EE	5CD8323ZLX	G110270125
CHROMEBOOK 11 G6 EE	5CD829016Y	G110295609
CHROMEBOOK 11 G6 EE	5CD829018G	G110295066
CHROMEBOOK 11 G6 EE	5CD8290120	G110295754
CHROMEBOOK 11 G6 EE	N/A	G110550312
CHROMEBOOK 11 G6 EE	5CD8286JBW	G110295979
CHROMEBOOK 11 G6 EE	5CD829013Z	G110295777

CHROMEBOOK 11 G6 EE	5CD8295XDL	G110270418
CHROMEBOOK 11 G6 EE	5CD8286K7X	G110296080
CHROMEBOOK 11 G6 EE	5CD829012V	G110295847
CHROMEBOOK 11 G6 EE	5CD8286JQC	G110295787
CHROMEBOOK 11 G6 EE	5CD8344YLN	G110270082
CHROMEBOOK 11 G6 EE	5CD833732N	102412
CHROMEBOOK 11 G6 EE	5CD829014V	G110295906
CHROMEBOOK 11 G6 EE	5CD9226HR9	G110504746
CHROMEBOOK 11 G6 EE	5CD8286JCK	G110296122
CHROMEBOOK 11 G6 EE	5CD8344YLD	G110270627
CHROMEBOOK 11 G6 EE		G110270196
CHROMEBOOK 11 G6 EE	5CD82901HQ	G110295968
CHROMEBOOK 11 G6 EE	5CD922B86P	G110488372
CHROMEBOOK 11 G6 EE	5CD8286J9S	
CHROMEBOOK 11 G6 EE	5CD9226HTD	G110503163
CHROMEBOOK 11 G6 EE	N/A	
CHROMEBOOK 11 G6 EE	5cd9226hpr	G110504614
CHROMEBOOK 11 G6 EE	5CD8344ZOD	G110504614
CHROMEBOOK 11 G6 EE		G110504546
CHROMEBOOK 11 G6 EE		g110270174
CHROMEBOOK 11 G6 EE		g110541181
CHROMEBOOK 11 G6 EE		g110270476
CHROMEBOOK 11 G6 EE		g110270421
CHROMEBOOK 11 G6 EE		g110270335
CHROMEBOOK 11 G6 EE		g110488390
CHROMEBOOK 11 G6 EE		G110296237
CHROMEBOOK 11 G6 EE		G110295860
CHROMEBOOK 11 G6 EE		G110295818
CHROMEBOOK 11 G6 EE		g110295866
CHROMEBOOK 11 G6 EE		g110270124
CHROMEBOOK 11 G6 EE		g110270140
CHROMEBOOK 11 G6 EE		g110299787
CHROMEBOOK 11 G6 EE		g110541171
CHROMEBOOK 11 G6 EE		g110504753
CHROMEBOOK 11 G6 EE	5CD832400B	G110299794
CHROMEBOOK 11 G6 EE		g110270147
CHROMEBOOK 11 G6 EE		g110270052
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CHROMEBOOK 11 G6 EE		g110299702
CHROMEBOOK 11 G6 EE	5cd9055v5g	g110550290
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CHROMEBOOK 11 G6 EE	5CD732393G	G110156146
CHROMEBOOK 11 G6 EE	5CD8170Y48	N/A
CHROMEBOOK 11 G6 EE	5CD8140Y40	G110372468
CHROMEBOOK 11 G6 EE	5CD73292J6	G110244175
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CHROMEBOOK 11 G6 EE		G110295990
CHROMEBOOK 11 G6 EE		G110299825
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CHROMEBOOK 11 G6 EE		G110299748
CHROMEBOOK 11 G6 EE		G110270234
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CHROMEBOOK 11 G6 EE		G110299779
CHROMEBOOK 11 G6 EE		G110299714
CHROMEBOOK 11 G6 EE	5CD8170Y15	G110371730
HP ProBook 11 G1 LapTop	8CG5521SBF	N/A
HP ProBook 11 G1 Laptop	8CG5521S9Y	N/A
HP ProBook 11 G1 Laptop	8CG5521SD6	N/A
HP ProBook 11 G1 Laptop	8CG5521SDH	N/A
HP ProBook 11 G1 Laptop	8CG5521SD9	N/A
HP ProBook 11 G1 Laptop	8CG5521SDG	N/A
HP ProBook 11 G1 Laptop	8CG5521SCW	N/A
HP ProBook 11 G1 Laptop	8CG5521SBY	N/A
HP ProBook 11 G1 Laptop	8CG5521SD3	N/A
HP ProBook 11 G1 Laptop	8CG5521SDD	N/A
11 G5 CHROMEBOOK	8CG6375R1F	G101196010
11 G5 CHROMEBOOK	8CG6361CK1	G110212753
11 G5 CHROMEBOOK	8CG6360BRV	G110212473
11 G5 CHROMEBOOK	8CG6361CWB	G110212774
11 G5 CHROMEBOOK	8CG6351HLG	G101163727
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11 G5 CHROMEBOOK	8CG6375S2P	G101196101
11 G5 CHROMEBOOK	8CG6375SOM	G101196080
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11 G5 CGROMEBOOK	8CG6361CPZ	G110212738
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11 G5 CHROMEBOOK	8CG6361CG6	G110235153
11 G5 CHROMEBOOK	8CG6361BGZ	G110239881
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11 G5 CHROMEBOOK	8CG6361BJ0	G110239878
11 G5 CHROMEBOOK	8CG63619YK	G110239879

11 G5 CHROMEBOOK	8CG6361CHL	G110235025
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11 G5 CHROMEBOOK	8CG6361CHK	G110235021
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11 G5 CHROMEBOOK	8CG6351FQM	G101163689
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11 G5 CHROMEBOOK	8CG6375QWW	G101196103
11 G5 CHROMEBOOK	8CG6361C27	G101231033
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11 G5 CHROMEBOOK	8CG6361CCP	G101231116
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11 G5 CHROMEBOOK	8CG6361BJV	G110239997
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11 G5 CHROMEBOOK	8CG6351JCP	G110122830
11 G5 CHROMEBOOK	8CG6351GBL	G101223946
11 G5 CHROMEBOOK	8CG6361CH4	G101231106
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11 G5 CHROMEBOOK	8CG6351HKB	G110122754
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11 G5 CHROMEBOOK	8CG6361CGB	G110235026
11 G5 CHROMEBOOK	8CG6361CK7	G110235155
11 G5 CHROMEBOOK	8CG6361BGT	G110235157
11 G5 CHROMEBOOK	8CG6361CK8	G110235158
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11 G5 CHROMEBOOK	8CG6361BG0	G110239882
11 G5 CHROMEBOOK	8CG6351HL1	G101163694
11 G5 CHROMEBOOK	8CG6351JC9	G110122807
11 G CHROMEBOOK	8CG6360BF4	G110212487
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11 G5 CHROMEBOOK	8CG6361BY4	G110212705
11 G5 CHROMEBOOK	8CG6361CJT	G110235087
11 G5 CHROMEBOOK	8CG6361CHR	G110235115
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11 G5 CHROMEBOOK	8CG6360B8S	G110229961
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11 G5 CHROMEBOOK	8CG6360BMY	G110212795

11 G5 CHROMEBOOK	8CG6361CVW	G110215926
11 G5 CHROMEBOOK	8CG6361CHZ	G110235156
11 G5 CHROMEBOOK	8CG6351GBZ	G110122942
11 G5 CHROMEBOOK	8CG6351JKD	G101163671
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HP 11 G6 Chromebook	N/A	G110299902
Acer LapTop	NXVA2AA00553518D097600	100690
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Acer LapTop	NXVA2AA00553518CCB7600	100681
Acer LapTop	NXVA2AA005535149377600	100673
Acer LapTop	NXVA2AA00553518CF07600	100679
Acer LapTop	NXVA2AA00553518D007600	100694
Acer LapTop	NXVA2AA0055351466E7600	100672
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Acer LapTop	NXVA2AA00553514A0A7600	100696
Acer LapTop	NXVA2AA00553518D317600	100685
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Acer LapTop	NXVA2AA005535145AB7600	100671
Acer LapTop	NXVA2AA00553518CFD7600	100692
Acer LapTop	NXVA2AA00553518CE47600	100682
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Acer LapTop	NXVA2AA00553518EB47600	100684
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Acer LapTop	NXVA2AA00553518D157600	100675
Acer LapTop	NXVA2AA00553518D077600	100688
Acer LapTop	NXVA2AA005535146267600	100695
Acer LapTop	NXVA2AA005535146207600	100698
Acer LapTop	NXVA2AA005535146A97600	100693
Acer LapTop	NXVA2AA005535145297600	100686
Acer LapTop	NXVA2AA00553518EAB7600	100699
Acer LapTop	NXVA2AA005535148257600	100676

CHANGE ORDER

AIA DOCUMENT G701

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

SED No. 58-05-09-03-0-008-040

Project Manager, Sigrid Coons

PROJECT: West Islip UFSD
(name, address) Masonry Reconstruction at
West Islip High School

CHANGE ORDER NUMBER: 1

DATE: September 8, 2022

TO CONTRACTOR: Five Twelve Restoration Inc.
(name, address) 119 Covert Avenue
Elmont, NY 11003

ARCHITECT'S PROJECT NO.: 21-182

CONTRACT DATE: September 8, 2022

CONTRACT FOR: General Construction,
GC-2 (Open Courtyard)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

1. Provide masonry restoration in the existing Open Courtyard, West Elevation at West Islip High School. Work scope includes removal of existing bricks, installation of new brick ties, new waterproofing membrane, new bricks and new weepholes as developed and agreed upon between the Owner and Contractor. Add \$300,000.00

Total Additional Cost \$300,000.00

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

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 196,000.00
 Net change by previously authorized Change Orders \$ 0.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 196,000.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (**increased**) (~~decreased~~)
 (~~unchanged~~) by this Change Order in the amount of \$ 300,000.00
 The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be \$ 496,000.00
 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.

BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC
 ARCHITECT
 244 E. Main Street
 Address
 Patchogue, NY 11772

Five Twelve Restoration Inc.
 CONTRACTOR
 119 Covert Avenue
 Address
 Elmont, NY 11003

West Islip UFSD
 OWNER
 100 Sherman Avenue
 Address
 West Islip, NY 11795

By _____
 Lawrence Salvesen, AIA, LEED AP

By _____

By _____

Date 09/08/22
 (631) 475-0349

Date 09/08/22
 718-213-1294

Date 09/08/22
 631-893-3200

WHEREAS, the Board of Education of the West Islip Union Free School District ("Board") has determined that the monies presently held in the District's Reserve for Retirement Contributions exceed the amount required as of June 30, 2022; now, therefore,

BE IT RESOLVED, that the Board hereby directs the District's Assistant Superintendent for Business to take the necessary action to transfer an amount not to exceed \$2,000,000 from the District's Reserve for Retirement Contributions into the District's Capital Reserve Fund II, heretofore established by voter approval on May 18, 2022, effective June 30, 2022.

8/05/22

MEMORANDUM OF AGREEMENT

WHEREAS, it has been the practice for the members of the West Islip Teachers Association (“WITA”) employed by the West Islip Union Free School District (the “District”) to indicate their arrival and departure at school by initialing an attendance log in the main office of District buildings; and

WHEREAS, the District and WITA have discussed potential health concerns caused by the proximity of teachers signing in at the main office during the COVID-19 pandemic; and

WHEREAS, the District and WITA wish to memorialize an agreement reached with respect to WITA members recording attendance during the 2022-23 school year.

NOW, THEREFORE, it is hereby agreed as follows:

1. For the 2022-23 school year, teachers will note their arrival and departure from school by logging in and out of the Timepiece software program utilized by the District.
2. The sign-in/sign-out procedure as set forth in this Agreement shall be for the 2022-23 school year only and shall sunset on June 30, 2023 at which time it shall revert to the procedure in effect prior to the 2020-2021 school year.
3. The intent of the installation of the Timepiece software by the District is solely for the purpose of signing into and out of the building each day at the beginning and end of a shift, respectively. The purpose of the software is not to monitor or observe unit members. The District shall not, however, be precluded from utilizing the software for administrative action or discipline relating to time and/or attendance issues, in accordance with applicable law and the collective bargaining agreement, in the event of an incident(s) of which a teacher may be a part.
4. The parties understand and agree that in connection with webcams being utilized in the classroom, the District will defend and indemnify teachers, pursuant to the Education Law, in connection with actions or proceedings against teachers arising out of the performance of their duties within the scope of their employment, and insurance procured by the District in connection with such claims and proceedings in place for the protection of teachers.
5. 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 WITA, or any practices which may exist as between the parties.
6. 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.

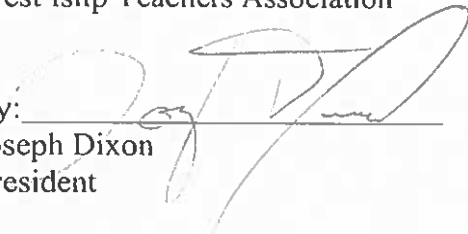
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates set forth below.

West Islip Union Free School District

By: _____
Anthony Tussie
President

Dated: _____

West Islip Teachers Association

By:  _____
Joseph Dixon
President

Dated: _____

ATTENDANCE MEMORANDUM OF AGREEMENT

WHEREAS, it has been the practice for the members of the West Islip Nurses' Chapter of WITA ("Nurses") employed by the West Islip Union Free School District (the "District") to indicate their arrival and departure at school by initialing an attendance log in the main office of District buildings; and

WHEREAS, the District and the Nurses have discussed potential health concerns caused by the proximity of Nurses signing in at the main office during the COVID-19 pandemic; and

WHEREAS, the District and the Nurses wish to memorialize an agreement reached with respect to Nurses recording attendance during the 2022-23 school year.

NOW, THEREFORE, it is hereby agreed as follows:

1. For the 2022-23 school year, Nurses will note their arrival and departure from school by logging in and out of the Timepiece software program utilized by the District.
2. The sign-in/sign-out procedure as set forth in this Agreement shall be for the 2022-23 school year only and shall sunset on June 30, 2023.
3. The intent of the installation of the Timepiece software by the District is solely for the use of signing into and out of the building each day at the beginning and end of a shift, respectively. The purpose of the software is not to monitor or observe unit members. The District shall not, however be precluded from utilizing the software for administrative action or discipline, in accordance with the law and the collective bargaining agreement, in the event an incident(s) of which a unit member may be a part.
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 the Nurses, 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: _____
Anthony Tussie
President

Dated: _____

8/05/2022

West Islip Nurses' Chapter of WITA

By: 
Sharon Kerrigan
President

Dated: 8/31/2022

District Goals and Objectives 2022-2023

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 and protocols as required by law and Commissioner's Regulations and NYSSBA recommendations
- Provide first-year Board trustees with mentorship, including information and training related to the business, finance and advocacy functions of the school district
- Create a fiscally responsible and efficient budget that maintains and enhances the integrity of all programs in a manner that is sensitive to the financial constraints of stakeholders
- Respond to school safety and security-related matters as prescribed by federal, state and local requirements

II. COMMUNITY

OBJECTIVES:

- Partner with community groups and stakeholders to support and enhance school programs
- Utilize the district website, social media, #WIproud and ParentSquare to share information and celebrate the accomplishments of students and staff
- Continue to promote equity, diversity, and inclusiveness in the school environment by offering learning experiences and activities that embrace all students and foster respect and compassion for all
- Host Parent Academy events to educate the community on programs and supports available throughout the district

III. INSTRUCTIONAL PROGRAM

OBJECTIVES:

- Provide ongoing professional development in the area of (1) foundational literacy acquisition, with a focus on structured, explicit and multi-sensory methods; and (2) identification of students who may benefit from this approach
- Complete a review of curriculum (K-12) to ensure a rigorous academic program that is focused on developing the skills, knowledge, habits and attitudes that students need to be successful in their future
- Embed strategies within our instructional program to help students develop proactive methods for supporting their own mental health and wellness
- Develop standards-based grading practices at our elementary schools to best provide feedback about learning and academic progress

IV. FACILITIES

OBJECTIVES:

- Evaluate district needs and identify priority items to fund through the capital reserves
- Continue to focus on school safety measures that meet all recommended security standards

V. TECHNOLOGY

OBJECTIVES:

- Implement the district's technology plan to ensure a strategic vision, goals and actions that support student achievement and engagement through the seamless integration of technology into teaching and learning
- Provide access to relevant and rigorous professional development to ensure educators and leaders are proficient in the integration of learning technologies
- Provide learning opportunities for parents in the use of district technology and applications

RESOLUTION

WHEREAS, the Board of Education of the West Islip Union Free School District ("District" or "Board") intends to participate in the County of Suffolk School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program"); and

WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a; and

WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the District must enter into an agreement with the County of Suffolk.

NOW THEREFORE, BE IT RESOLVED, the Board hereby approves the Suffolk County School Bus Stop Arm Enforcement Program Opt-in Agreement made between the County of Suffolk, West Islip Union Free School District, Bus Patrol America LLC, and Suffolk Transportation Service, Inc. (when applicable), and agrees to be bound by its terms, and authorizes the Board President to execute same.

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

Multi-Year Service Agreement

District: West Islip Union Free School District

Project Number and Name: WI-FWAN-080922-2022-2027 // Fiber WAN Project

Co-Ser Number and Name: 601.380 – Recurring Cable Maintenance for Fiber WAN in District

Term: 5-Years
Effective Date: 11/1/2022 *End Date:* 10/31/2027

Type of Project: Financed Project Non Financed Project

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

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

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

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

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

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

3. BOCES' Responsibilities

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

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

4. District Responsibilities

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

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

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

5. Cost

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

6. Required Approvals

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

7. Ownership of Items

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

8. Inventory Requirement

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

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

9. Rules and Regulations

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

10. Assignment

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

11. Titles

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

12. Laws

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

13. Indemnification

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

14. Notice

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

District:
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795
Attn: Desmond Poyser

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

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

15. Miscellaneous

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

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

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

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

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

District: West Islip UFSD

By: Paul Romanello 8/11/22 By: 8
Superintendent Date Board of Education President Date

BOCES

By: _____ Date By: _____ Date
Chief Operating Officer Board President

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

EXHIBIT A

Project #WI-FWAN-080922-2022-2027 // Fiber WAN Project

District West Islip Union Free School District

Project Proposal West Islip UFSD, a participant in the LAN/WAN service, has requested the renewal of a multi-year project for the recurring costs for the connection of 1 Lions Path & 165 Snedecor Avenue, West Islip, NY to the existing Fiber WAN provided through Eastern Suffolk BOCES at 17 Beach Street. Term of project is November 1, 2022 to October 31, 2027.

CoSer: 801

Contacts	District	West Islip UFSD	BOCES	
	Name	Desmond Poyser	Name	Jim Tietjen
	Number	631-930-1580	Number	631-244-4253
	email	D.Poyser@wi.k12.ny.us	email	tietjen@esboces.org

Item	Price	Quantity	Total Cost
PS668694 - Crown Castle			
Recurring costs for Fiber Wan Connection at 1 Lions Path to existing FWAN at 17 Beach Street, West Islip, NY	\$867.00	60	\$52,020.00
Recurring costs for Fiber WAN connection at 165 Snedecor Avenue to existing FWAN at 17 Beach Street, West Islip, NY	\$867.00	60	\$52,020.00
Project Total			\$104,040.00

Cost Summary

Item	Total Cost
Total Recurring Costs	\$104,040.00
BOCES Project Management Fees	\$15,606.00
Project Total	\$119,646.00

Authorizations


8/17/22
 Superintendent _____ DATE
 West Islip Union Free School District

Manager of Technical Services _____ DATE
 Eastern Suffolk BOCES

RIC Director _____ DATE
 Eastern Suffolk BOCES

Director of Administrative Services _____ DATE
 Eastern Suffolk BOCES

Estimated Payment Schedule

5 Year Term
District:

Project: #WI-FWAN-080922-2022-2027 // Fiber WAN Project

Description	TOTAL	Year 1 2022-23 (8 Months)	Year 2 2023-24	Year 3 2024-25	Year 4 2025-26	Year 5 2026-27	Year 6 2027-28 (4 Months)
Project Costs:							
Number of Years	5						
Recurring costs for Fiber WAN Connection at 1 Lions Path to existing FWAN at 17 Beach Street, West Islip, NY		\$6,936.00	\$10,404.00	\$10,404.00	\$10,404.00	\$10,404.00	\$3,468.00
Recurring costs for Fiber WAN Connection at 165 Snedecor Avenue to existing FWAN at 17 Beach Street, West Islip, NY		\$6,936.00	\$10,404.00	\$10,404.00	\$10,404.00	\$10,404.00	\$3,468.00
Total Recurring Project Costs over 5 years		\$13,872.00	\$20,808.00	\$20,808.00	\$20,808.00	\$20,808.00	\$6,936.00
BOCES Project Coordination Fee		\$2,080.80	\$3,121.20	\$3,121.20	\$3,121.20	\$3,121.20	\$1,040.40
Estimated Total Project Cost per Year		\$15,952.80	\$23,929.20	\$23,929.20	\$23,929.20	\$23,929.20	\$7,976.40
COST SUMMARY							
Total Recurring Project Costs over 5 years		\$104,040.00					
BOCES Project Coordination Fee		\$15,606.00					
Total Project Costs		\$119,646.00					

Exhibit C

Service Agreement Inventory List						
Item Number	Item Description	Quantity	Serial Number	School District Tag Number	Building/Room Location	

Not applicable to this project

Service Agreement Item Removal Procedure

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

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

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



Exhibit E

Insurance Coverage Options

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

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

PLEASE SELECT EITHER OPTION 1 OR OPTION 2

1. _____ The District will issue insurance coverage and send proof of such insurance endorsement annually to BOCES, Technology Acquisition Services

2. _____ The District requests that BOCES issue insurance coverage for all Items listed in Exhibit A and bill the District at an annual cost the current rate of insurance plus \$0.02 per \$100 of value annually for such coverage for each year of the Service Agreement.

Approved by:

School Superintendent Date

Board of Education President Date

Not applicable to this project

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

Date _____ Center _____ Building _____ Room _____

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

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

Asset Number	Description

When was loss discovered? _____ By whom? _____

Were police notified? Yes No When? _____ By whom? _____

Central Complaint Number _____ Name of Investigating Officer _____

Additional Information _____

Signature of Employee

Signature of Building Administrator

Signature of Supervising Director

Not applicable to this project

Hard Drive Erasure Confirmation Form

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

Confirmation

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

District: _____

Project: _____

Printer/Copier Equipment Serial #: _____

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

Vendor _____ Name _____ Title _____

Signature _____ Date _____

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

District _____ Name _____ Title _____

Signature _____ Date _____

Not applicable to this project

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

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

WHEREAS, the cost of the **Project #WI-FWAN-080922-2022-2027 // Fiber WAN Project** is **\$119,646.00** to be paid in equal installments over a **5-year period**.

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

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

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

The undersigned certifies that the above resolution has been adopted at the _____ meeting of the Board of Education of the **West Islip Union Free School District**.

West Islip Union Free School District

Date: _____

By: _____
District Clerk

EXHIBIT I

Service Agreement
Annual Verification of Item Inventory Form

Instructions:

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

Verification:

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

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

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

District _____ Phone # _____

Address _____

Contact Person _____ Email _____

Superintendent

Not applicable to this Project

WHEREAS, the Regulations of the Commissioner of Education, Pursuant to Sections 207, 3214, 4403, 4404 and 4410 of the Education Law, and Section 200.2(e) of the Regulations of the Commissioner states that the Board of Education or trustees of each school district shall establish a list of:

(1) The names and statement of the qualifications of each impartial hearing officer who is:

(i) certified by the Commissioner of Education pursuant to section 200.1(x)(2) of this Part and;

(ii) available to serve in the district in hearings conducted pursuant to Education Law section 4404(1). Appointment of impartial hearing officers pursuant to Education Law section 4404(1) shall be made only from such list and in accordance with the rotation selection process prescribed herein and the timelines and procedures in section 200.5(j) of this Part. Such names will be listed in alphabetical order. Selection from such list shall be made on a rotational basis beginning with the first name appearing after the impartial hearing officer who last served or, in the event no impartial hearing officer on the list has served, beginning with the first name appearing on such list. Should that impartial hearing officer decline appointment, or if, within 24 hours, the impartial hearing officer fails to respond or is unreachable after reasonable efforts by the district that are documented and can be independently verified, each successive impartial hearing officer whose name next appears on the list, shall be offered appointment, until such appointment is accepted. The name of any newly certified impartial hearing officer who is available to serve in the district shall be inserted into the list in alphabetical order.

NOW, THEREFORE, be it resolved that the Board of Education hereby adopts the rotational list of hearing officers as certified by the Commissioner of Education, which is applicable to Suffolk County, New York, for the 2022-2023 school year, and any modifications certified by the Commissioner of Education during the 2022-2023 school year, and directs the Director of Special Education to maintain such list.