

AGENDA



BOARD OF EDUCATION

August 17, 2023

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

Submitted by:
Dr. Paul Romanelli
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
August 17, 2023

West Islip High School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
 - A) District Safety Plan
 - B) Policies
 - First Reading* No. 3411 Unlawful Possession of a Weapon Upon School Grounds
 - First Reading* No. 7360 Weapons in School
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and 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.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the July 11, 2023 Annual Reorganizational Meeting and the July 11, 2023 Regular Meeting.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) Education Committee {8/16/2023}
 - B) Finance Committee {8/16/2023}
 - C) Buildings & Grounds Committee {8/16/2023}
- IX. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Contracts
 1. Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC Consultant Services 2023-2024
 2. Health Source Group, Inc., (HSG) Consultant Services 2023-2024
 3. Home Care Therapies, LLC, d/b/a Horizon Healthcare Staffing Consultant Services 2023-2024
 4. East Moriches UFSD Instructional Services July 1, 2023 – August 31, 2023
 - C) Approval of Surplus
 1. Pan Rack – Udall Road Middle School
 2. Miscellaneous items – Beach Street Middle School
 3. 8 Door Pass Through Refrigerator-Udall Road Middle School and Teacher Desk-High School
 4. Miscellaneous I.T. items – High School, Beach Street Middle School, Udall Road Middle School, Bayview Elementary School, Paul J. Bellew Elementary School and District Office
 - D) Approval of Resolutions
 1. Tax Levy 2023-2024
 2. Proposed School Lunch Prices 2023-2024 – Elementary - \$2.50 and Secondary - \$3.00

X. PRESIDENT'S REPORT

- A) Approval of After School Kids Under Supervision, Inc. Fifth Amendment to Lease Agreement
- B) Approval of Final Contract for Eastern Suffolk BOCES Cooperative Educational Services 2022-2023
- C) Approval of Stipulation of Settlement and Release Student A.
- D) Approval of Memorandum of Agreement re: West Islip Paraprofessionals Chapter of WITA Negotiated Agreement
- E) Appointment of Board Committees/Liaisons 2023-2024
- F) Resolved the Board of Education hereby approves a settlement agreement dated July 19, 2023 in connection with PERB case No. U-37253, and authorizes the Board President to execute it on behalf of the District

XI. SUPERINTENDENT'S REPORT

XII. NOTICES/REMINDERS

XIII. OTHER ITEMS FOR BOARD MEMBERS INFORMATION

XIV. 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.*

XV. 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.*

XVI. CLOSING - Adjournment

SUBJECT: UNLAWFUL POSSESSION OF A WEAPON UPON SCHOOL GROUNDS

It shall be unlawful for any person to knowingly possess any weapon as defined as any dangerous instrumentality, firearm, dangerous chemical, or explosive device, upon school grounds or in any District building without the express written authorization of the Superintendent or his/her designee.

Unlawful possession of a weapon upon school grounds may be a violation of the New York State Penal Law, and is a violation of School District policy and the Student Discipline Code of Conduct.

Penal Law Sections 265.05 and 265.06

NOTE: Refer also to Policies #7360 – Weapons in School and #7361 – Gun-Free Schools.

Revised and approved by the Board of Education 9/7/2023



West Union Free School District
The Michael and Christine Freyer Administration Building
 100 Sherman Avenue West Islip, New York 11795
 TEL: (631) 930-1564 FAX: (631) 893-3212



School Resource Officer/Armed Guard Checklist
Form to be kept in Human Resources Office and Superintendent's Office

Name: _____ School Year: _____
 Address: _____ Date: _____
 Cell Phone: _____

Credentials and Certificates:

Law Enforcement Credential: _____
 NYS Armed Guard License ID# _____ Expires: _____
 Annual Firearm Qualification Certificate: _____ Issued: _____
 NYS Pistol License # _____ Expires: _____
 Make and Model of Firearm: _____
 Serial # _____

Initial each line below:

_____ I understand that I have been authorized by the Superintendent of Schools to carry my firearm on school district property only while on duty in my capacity as a School Resource Officer for the West Islip Public Schools.

_____ I understand that I have only been authorized to carry the above named firearm.

_____ I understand that I am authorized to conceal carry and that my firearm will be maintained in a retention holster at all times while on duty in the West Islip Public Schools.

_____ I understand that the above approved firearm will only be utilized when there is an imminent threat of deadly force against myself or others.

School Resource Office

Print Name: _____

Signature: _____ Date: _____

Assistant Superintendent for Human Resources

Print Name: _____

Signature: _____ Date: _____

SUBJECT: WEAPONS IN SCHOOL

The Board of Education, cognizant of its responsibilities to provide for a safe and healthy environment wherein students can learn, sets forth and establishes a policy prohibiting dangerous instrumentalities instrumentalities and weapons in school with the following guidelines:

- a) No student or staff member shall possess upon school premises any dangerous instrumentality, firearm, dangerous chemical, explosive device, or weapon ~~and law enforcement who are exempt under section 265.20 1 B of the Penal law.~~ ~~except duly appointed security personnel who are exempt under section 265.20 1 B of the Penal Law.~~
- b) For the purpose of this policy, a firearm is any weapon, including a starter gun, which will, or is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of such weapon; any firearm muffler or silencer; or any destructive device. The term firearm does not include an antique firearm.
- c) A weapon is defined as any instrument capable of inflicting bodily harm. Included within the definition of weapon, but not intended as a limitation on the definition, are switchblade knives, gravity knives, pilum ballistic knives, cane swords, electronic dart guns, chukka sticks and Kung-Fu stars. The aforesaid enumeration of weapons is not intended to be exhaustive but merely illustrative. Dangerous instrumentalities are defined as items or implements which under the circumstances in which such instrumentalities are used, attempted to be used, or threatened to be used are readily capable of inflicting bodily harm.
- d) School premises shall mean school grounds, buildings and/or facilities, whether owned by the School District or leased to the School District and shall also include school buses.
- e) An exception to the prohibition set forth in this policy may be made with prior approval and arrangements made with the Principal, in an instance where a weapon is part of a dramatic or music performance, or is used as an artifact in an instrumental unit.
- f) ~~New York State peace officers, police officers and sworn federal agents are the only individuals permitted~~ ~~New York State peace officers, police officers and sworn federal agents are the only individuals permitted~~ upon school premises to have a weapon, dangerous instrumentality or firearm in their possession and only with the prior express permission of the District.
- g) After a hearing pursuant to New York Education Law Section 3214, any student having been found guilty of bringing a firearm upon school premises shall, as a penalty, be suspended for a period of one year, provided that the Superintendent, after considering the totality of the circumstances surrounding the offense, and the student's previous record, shall have the authority to modify the one year penalty on a case-by-case basis. Nothing in this subparagraph shall be construed as a limitation upon the discretionary power of the Superintendent to recommend or impose disciplinary penalties in regard to any infraction of this policy which involves possession of dangerous instrumentalities or weapons which are not firearms. Further, nothing in this policy shall be construed to limit any rights possessed by students classified as disabled.

NOTE: Refer also to Policies #3411 -- Unlawful Possession of a Weapon Upon School Grounds and #7361 -- Gun-Free Schools.

Revised and approved by the Board of Education 9/7/2023 ~~Revised and approved by the Board of Education 6/9/2016~~

ANNUAL REORGANIZATIONAL MEETING OF THE BOARD OF EDUCATION
July 11, 2023 – West Islip High School

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

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Vigliotta

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

The Constitutional Oath of Office was administered by Attorney Michael Vigliotta to newly elected trustees, Anthony Tussie and Quinn Bedell.

Mr. Tussie opened the floor for nominations for President of the Board of Education for the 2023-2024 school year. Richard Antonello nominated Anthony Tussie for President and Mrs. Brown seconded the nomination there were no other nominations. In favor were Mr. Antonello, Mr. Bedell, Mrs. Brown, Mrs. Kelly, Mrs. Marks, and Mr. McCann. No one was opposed. Mr. Tussie abstained. Motion passed 6-0.

Mr. Antonello nominated Mr. McCann for Vice President of the Board of Education for the 2023-2024 school year. Mrs. Brown seconded the nomination. In favor were Mr. Tussie, Mr. Antonello, Mrs. Kelly, Mrs. Marks, and Mr. McCann. Mr. McCann abstained. Motion passed 6-0.

The Constitutional Oath of Office was administered by Attorney Michael Vigliotta to President Tussie.

Mr. Tussie expressed his appreciation and gratitude for the nomination.

The Constitutional Oath of Office was administered by Attorney Michael Vigliotta to Vice President McCann.

Requests for membership on the Board Committees/Liaisons were distributed to trustees; Mr. Tussie advised that the Board would discuss the Board Committees/Liaison positions based on wants and needs and finalize the positions at the next meeting.

Building Inspections:

Bayview	Beach Street Middle School
Manetuck	West Islip High School
Oquenock	Westbrook
Paul J. Bellew	

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of Mary Hock as District Clerk, Maureen O'Connor (alternate) for the 2023-2024 school year.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of Deborah Falcon as District Treasurer and Mary Hock as Deputy Treasurer for the 2023-2024 school year.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of Board of Registration for the 2023-2024 school year as follows: Anne Kuhlwillm; alternates - Rhonda Rauch, Rosemary Dowling.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to set amount of Treasurer's Bond at \$1,000,000.00 for the 2023-2024 school year.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to set amount of Claims Auditor's Bond at \$1,000,000.00 for the 2023-2024 school year.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of Patricia Plompen as Claims Auditor for the 2023-2024 school year.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of Robert Nocella as Purchasing Agent for the 2023-2024 school year.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of Christine Kearney as Deputy Purchasing Agent for the 2023-2024 school year.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of Maureen O'Connor as Records Access Officer for the 2023-2024 school year.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of New York State Insurance Reciprocal as insurance carrier for the 2023-2024 school year.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of Volz & Vigliotta, PLLC as Attorney/Legal Officer for the 2023-2024 school year.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of Chief/School Physicians for the 2023-2024 school year as follows:

L. Atkinson, RPA; Dr. Jules Cohen; Dr. Costa Constantatos; Dr. Sarita Duchatelier and Dr. Keith Chu Cheong, Pediatric Neurology; Yvette Feis, PhD, Neuropsychologist; Dr. Eugene Gerardi; Dr. Richard Gold; Dr. Joseph Grillo, Chief School Physician; Island Gastroenterology Consultants, P.C; Dr. Roger Keresztes; Dr. Jack Marzec; Dr. Brian McHugh; Dr. Jennifer Mingione, Internal Medicine; Dr. Jorge Montes; Dr. Tracy Onal; Dr. Gregory Puglisi; Dr. Leonard Savino; Dr. Phil Schrank; Amna Sher, MD; Dr. Robert A. Smolarz; South Shore Neurologic Associates; Joseph Tommasino, RPA; Dr. Ira Woletsky (Pediatrician); Emergency Medical Technician Coverage for Athletic Events: Robert Mallimo, John Mileski, Steven Mirrone, Richard Naeder, Sean O'Hora, Kristine Ostrem, Robert Mallimo, Jr., Matthew Mallimo.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve Newspapers Designated to Carry Legal Notices for the 2023-2024 school year as follows: Babylon Beacon, Islip Bulletin and Newsday.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve Depositories Designated for the 2023-2024 school year as follows: J.P. Morgan Chase, HSBC, NYCLASS, Empire National Bank, People's United Bank, N.A., Webster Bank.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of Committee on Special Education and Committee on Pre-School Special Education/Alternates/Secretaries for the 2023-2024 school year (list included in supplemental file).

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of District Team – New Compact for Learning for the 2023-2024 school year as follows: Luann Dunne, Teamsters Local 237 Clerical; Elena Barton PTA-Elementary; Tara Howe PTA-Middle School; Patricia McCabe PTA-High School; Student Senate Representative, WIHS Student; Student Senate Representative, WIHS Student; Dr. Paul Romanelli, Superintendent; Rhonda Pratt, WIASA – Elementary; Andrew O’Farrell, WIASA – Middle School; David Rubano, WIASA – High School; Karen Desz, WITA – Elementary; Michele Holt, WITA – Middle School; Joseph Dixon, WITA – High School.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve appointment of Health and Wellness Alliance Committee Members for the 2023-2024 school year as follows: Lauren Albanese, Debbie Brown, Julie Cannistra, Angie Carpenter, Dr. Anthony Carrino, Marcelle Crudele, Lisamarie Curley, Christina Elefante, Monica Fogerty, Erin Harris, Tim Horan, Tara Howe, Grace Kelly-Peleg, Sharon Kerrigan, RN, Meghan Schou, Shanan Mauro, Peter McCann, Tricia Milet, Dawn Morrison, John Mullins, Camille Newsom, Nicole Perperis, Rhonda Pratt, Lee Ann Puccia, RN, Dave Rubano, Carrie Russo, Diana Sepe, Marc Soto - YES, Melanie Steinweis, Ariana Stubbman, Lynn Summers, Barbara Vouris – YES. Dr. Joseph Grillo & Dr. Gregory Puglisi – Chief School Physicians.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve adoption of the following resolution and appointment of Impartial Hearing Officers for the 2023-2024 school year: WHEREAS, the Regulations of the Commissioner of Education, Pursuant to Sections 207, 3214, 4403, 4404 and 4410 of the Education Law, Part 200, amended January 2007, Section 200.2(e) 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 (list included in supplemental file).”

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment Hearing Officer for Superintendent’s Hearings 2023-2024: George Christopher Marzuk.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of Lisa DiSibio as Data Protection Officer for the 2023-2024 school year.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve Dates/building sites for the 2023-2024 Regular and Planning Session meetings of the West Islip Board of Education (list included in supplemental file).

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve date/time for 2024 West Islip High School Commencement Exercises – Wednesday, June 26, 2024 at 6:00 p.m.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve adoption of resolution re: District’s participation in ECLA Title I Program and other

federal programs for 2023-2024 and authorization for the Superintendent to apply for all federal funds for the 2023-2024 school year (resolution in supplemental file).

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve adoption of resolution re: designation of Superintendent to determine entitlement for attendance of the schools of the district (resolution in supplemental file).

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

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

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve adoption of resolution re: certification of coordinators in accordance with the requirements of the Dignity for All Students Act (resolution in supplemental file).

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve adoption of resolution re: Chief Emergency Officer (resolution in supplemental file).

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of James Cameron as Title IX Compliance Officer for the 2023-2024 school year.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of Instructional Review Committee for the 2023-2024 school year as follows: Dawn Morrison, Assistant Superintendent for Curriculum and Instruction; Andrew O'Farrell, Secondary Principal; Rhonda Pratt, Elementary Principal; To be named as appropriate, Program Director; Kristyna Acerno, Library-Media Specialist; Tina Schaefer, Secondary Teacher; Christina Krueger, Elementary Teacher; TBD, Community Member.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of Maureen O'Connor and Mary Hock (alternate) as person authorized to accept service re: subpoenas, lawsuits, etc. for the 2023-2024 school year.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of Board of Education as Audit Committee for the 2023-2024 school year.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of Cullen & Danowski, LLP as Internal Auditor.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve appointment of R.S. Abrams & Co., LLP as District Auditor for the 2023-2024 school year.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve Cell Phone Usage as per Board Policy 5570 (list included in supplemental file).

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve adoption of the following resolution re: empowering Board President to authorize member attendance at conferences, workshops, conventions, etc. {Board Policy No. 2320}:

BE IT RESOLVED *that the Board of Education of the West Islip UFSD designates the President of the Board of Education to authorize Board of Education member attendance at conferences, conventions, workshops, etc. for the 2023-2024 school year.*

Meeting adjourned at 7:45 p.m. on motion by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor.

DRAFT

REGULAR MEETING OF THE BOARD OF EDUCATION
July 11, 2023 – West Islip High School

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

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Vigliotta

Meeting called to order at 7:45 p.m. followed by the Pledge.

ANNOUNCEMENTS:

Anthony Tussie advised that the Board approved the WTA Memorandum of Agreement at the June 20, 2023 Planning Session meeting.

This is a four-year agreement beginning 7/1/2023 through June 30, 2027. The salary increases each year are based upon the allowable levy growth factor with a minimum of 1% and a maximum of 2%. In year 3, step 21 will be unfrozen and an additional step at 2% will be added to the end of the schedule. In year 4, step 20 will be unfrozen and an additional step at 2% will be added to the end of the schedule. Pre-K teachers will now be paid off the regular teacher salary schedule (they were previously 75% of the regular teacher salary schedule). All coaching and extra-curricular stipends will be increased by 2% each year of the contract. Teachers' contributions toward health insurance will increase to 19%, with a 0.5% increase in year 1 and a 0.5% increase in year 2.

There will now be three Superintendent Conference Days in total, two at the beginning of the year and one in November.

Discussion of Student Delegates

Dr. Romanelli spoke about student delegates being involved at board meetings. Students from different leadership groups would go up to the podium at the beginning of the board meeting and report on various things that are going on. Dr. Romanelli asked the Board if they were in agreement with this. The Board agreed and this item will be placed on future board agendas.

Dr. Romanelli also had a discussion with the Board regarding the Buildings & Grounds committee meetings for the 2023-2024 school year. The Board agreed to have the committee meeting separate from the other committee meetings and hold this meeting on the same night as the Planning Session meeting. The reason for this is that the B&G committee has a large agenda with many items to discuss.

Dr. Romanelli also spoke about needing several slots for policy committee meetings as needed since there are many policies to review this year.

APPROVAL OF MINUTES:

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve the minutes of the June 20, 2023 Planning Session.

PERSONNEL

Motion was made by Richard Antoniello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve the following TEACHING: PROBATIONARY APPOINTMENTS:

Brandon Cohen, Psychologist, effective September 1, 2023 to August 31, 2027 (High School; Step 1A⁴, replacing John Guerriero {Resigned}).

Danielle Sadusky, Special Education, effective September 1, 2023 to August 31, 2027 (Manetuck; Step 5⁸, replacing Megan Rooney {Reassigned}).

Amanda Maglione, Special Education, effective September 1, 2023 to August 31, 2027 (Manetuck; Step 1⁴, replacing Kristen Florea {Reassigned}).

Ashley Caldone, Elementary, effective September 1, 2023 to August 31, 2027 (Bayview; Step 13⁷, replacing Suzanne Sciarrino {Retired}).

Danielle Corcione, Elementary, effective September 1, 2023 to August 31, 2027 (Bayview; Step 3⁴, replacing Denise Campasano {Retired}).

Sara Pollack, Elementary, effective September 1, 2023 to August 31, 2027 (Manetuck; Step 1A⁴, replacing Daria Solano {Manetuck}).

Tara Campbell, Elementary, effective September 1, 2023 to August 31, 2027 (Manetuck; Step 1A⁴, TBD).

Kristen Bergin, Elementary, effective September 1, 2023 to August 31, 2027 (Bayview; Step 1A³, replacing Pamela Cooke {retired}).

Paige Gillespie, Elementary, effective September 1, 2023 to August 31, 2027 (Bayview; Step 1A³, new position).

Mollie Healey, Elementary, effective September 1, 2023 to August 31, 2027 (Paul J. Bellew; Step 1A², new position).

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 Richard Antoniello, seconded by Peter McCann and carried when all Board members present voted in favor to approve the following 7/11/2023 Personnel Agenda items T-2, T-3, T-4 and TA-1 as listed below:

T-2

PROBATIONARY APPOINTMENT (AMENDED)

Cara Douglas, Elementary

Effective August 31, 2021 to August 30, 2025

(Paul J Bellew; change in effective date from August 31, 2021 to August 30, 2024)

Louis Riley, Elementary

Effective August 31, 2021 to August 30, 2025

(Manetuck; change in effective date from August 31, 2021 to August 30, 2024)

T-3

LEAVE OF ABSENCE (unpaid)

Amanda Felix-Milks, Special Education

Effective September 1, 2023 through June 30, 2024

(Manetuck)

T-4

REGULAR SUBSTITUTE

Tracy Suczewski, English

Effective September 1, 2023 through June 30, 2024
(Udall; Step 1¹; Replacing Jaclyn Jacobs {LoA})

Christie Rendino-Cusanelli, Special Education

Effective September 1, 2023 through June 30, 2024
(Manetuck; Step 0.5¹; Replacing Amanda Felix-Milks {LoA})

Catherine Seale, Social Worker

Effective September 1, 2023 through January 2, 2024
(Paul J Bellew; Step 0.5⁴; Replacing Rachel Russell {LoA})

Grixon Moreira, World Languages

Effective September 1, 2023 through June 30, 2024
(High School; Step 1¹; Replacing Elizabeth Daddi {LoA})

TEACHING ASSISTANTS

TA-1

RESIGNATION

Christie Rendino, Special Education

Effective July 1, 2023
(Oquenock)

Mollie Healey, Science

Effective September 1, 2023
(Paul J Bellew)

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

Justine Gonzales, Part-Time Food Service Worker, effective August 31, 2023 (Manetuck; \$16.22/hr.; replacing Jennifer Mackin {reassigned}).

*Ashleigh Nieves, Part-Time Food Service Worker, effective August 31, 2023 (Beach Street; \$16.22/hr. replacing Charlene DiCicco {reassigned}).

AnnMarie Pecorella, Part-Time Food Service Worker, effective August 31, 2023 (Oquenock; \$16.22/hr. replacing Olga Alma Cruz {reassigned}).

*Donna Vasaturo, Part-Time Food Service Worker, effective August 31, 2023 (Oquenock; \$16.22/hr.; replacing Olga Alma Cruz {reassigned})

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Jessica Churpita, Cafeteria Aide, effective June 24, 2023 (Paul J. Bellew).

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: Susan DiGrigoli, Cafeteria Aide & Bus Matron, effective July 15, 2023 (15.86 years).

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: Ralph T. Fabrizio, Head Custodian, effective August 31, 2023 (23 years).

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve the remaining items on the Personnel agenda CL-4, CL-5, CL-6, CL-7 and OTHER.

CL-4 SUBSTITUTE CLERICAL (\$15.00/hr)

Margaret Scharf, effective July 29, 2023

CL-5 SUBSTITUTE CUSTODIAN (\$15.00/hr)

Robert Schwartz, effective July 12, 2023

CL-6 SUBSTITUTE PARAPROFESSIONAL (\$15.00/hr)

Laura Sciortino, effective July 12, 2023

CL-7 CHANGE OF TITLE

John Barclay, Acting Head Custodian
Effective May 31, 2023 through July 9, 2023
(Manetuck; Step 7; change from Custodial Worker I)

John Barclay, Custodial Worker I
Effective July 10, 2023
(Manetuck; Step 8; change from Acting Head Custodian)

*Conditional pending fingerprinting clearance

OTHER

NEW TEACHER PROGRAM 2023-2024

Michelle Walsh, Coordinator

REGENTS REVIEW SUMMER 2023

Kayla Reynolds, Algebra 1
Kristie Ferruzzi, Science
David Moglia, Social Studies

SUMMER INVESTIGATIONS PROGRAM 2023

Aides

Anne Marie Bello
Jeannine DiMaio
*Danielle Minieri
Althea Shono

SUMMER RECREATION AND SPORTS ACADEMY CAMPS
HOURLY RATES 2023

Director/Co-Director, \$75
Assistant Director, \$60
Lead Coach, \$40

Coach, \$30
Lead Counselor, \$20
Counselor, \$15
Nurse, \$30
Aide, \$22

SUMMER RECREATION CAMP 2023

Camp Counselors

Olivia Antonello Summer Carosella
Daniella Baloga

WEST ISLIP SPORTS ACADEMY SUMMER CAMPS 2023

GYMNASTICS

Leah Bilozur, Counselor
Ava Bomberger, Volunteer Counselor
Juliet LeClaire, Volunteer Counselor
Katelyn Mercorella, Volunteer Counselor

SWIM PROGRAM AND SWIM TEAMS 2023-2024

Ryan Carlson, Lifeguard
Alex Rutigliano, Lifeguard

**Conditional pending fingerprinting clearance*

CURRICULUM:

Mrs. Morrison congratulated and welcomed all the new hires and looks forward to working with all them.

Mrs. Morrison advised that the Summer Investigations program for Grades 1-5 is up, running and approximately 140 students are attending the program, and the students are engaged in Foundations and various math activities. The district received the AP and IB results from the June exams and the results will be reviewed and a report given at a future meeting. The review of the data will be utilized to create the district instruction for the 2023-2024 school year.

Teacher orientation will take place at the end of August and Superintendent Conference Days will be held on 9/1/23 and 9/5/23.

REPORT OF BOARD COMMITTEES

Policy Committee:

1. Annual Review:
 - No. 5412 Purchasing Procedures
 - No. 5421 Procurement of Goods and Services
 - No. 5610 Insurance
 - No. 5623 Use of School Owned Materials and Equipment
 - No. 5683 Districtwide Safety Committee
 - No. 6150 Alcohol, Drugs and Other Substances {School Personnel}
 - No. 7320 Alcohol, Drugs and other Substances {Students}

2. Code of Conduct – Second Reading

Dr. Romanelli went over some of the changes to the Code of Conduct. The Code of Conduct has been compiled into a K-12 Code of Conduct instead of the previous elementary, middle school and high school code of conduct. The “if you do this you get that” type of language was removed, and the district is shifting to an individualized approach and looking at the whole child. The range of penalties for infractions have been updated and specific violations to include remote learning situations, electronic devices and synthetic marijuana, etc. Parents will be educated on the Code of Conduct, and it will be distributed to the students and posted on the district website. The DASA form is also included to file any type of complaint and is now easy to locate.

Dr. Romanelli advised that he met with the administrative team and legal team regarding what the best practices were legally regarding the Code of Conduct. Dr. Romanelli and Mrs. Morrison also had discussions with high school staff at faculty meetings and a collaborative effort by everyone was made to update the policy.

FINANCIAL MATTERS:

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve 2022-2023 General Fund budget transfers 4308-4314.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve Tax Anticipation Resolution re: Authorizing the issuance of not to exceed \$25,000,000 Tax Anticipation Notes in anticipation of the receipt of taxes levied or to be levied for the fiscal year ending June 30, 2024.

**TAX ANTICIPATION NOTE RESOLUTION OF WEST ISLIP UNION
FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW
YORK, ADOPTED JULY 11, 2023, AUTHORIZING THE ISSUANCE OF
NOT TO EXCEED \$25,000,000 TAX ANTICIPATION NOTES IN
ANTICIPATION OF THE RECEIPT OF TAXES LEVIED OR TO BE
LEVIED FOR THE FISCAL YEAR ENDING JUNE 30, 2024**

RESOLVED BY THE BOARD OF EDUCATION OF WEST ISLIP UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW YORK, AS FOLLOWS:

Section 1. Tax Anticipation Notes (herein called “Notes”) of West Islip Union Free School District, in the County of Suffolk, New York (herein called “District”), in the principal amount of not to exceed \$25,000,000, and any notes in renewal thereof, are hereby authorized to be issued pursuant to the provisions of Sections 24.00 and 39.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called “Law”).

Section 2. The following additional matters are hereby determined and declared:

(a) The Notes shall be issued in anticipation of the collection of real estate taxes levied or to be levied for school purposes for the fiscal year commencing July 1, 2023 and ending June 30, 2024, and the proceeds of the Notes shall be used only for the purposes for which said taxes are levied.

(b) The Notes shall mature within the period of one year from the date of their issuance.

(c) The Notes are not issued in renewal of other notes.

(d) The total amount of such taxes remains uncollected at the date of adoption of this resolution.

Section 3. The Notes hereby authorized shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the District, and the faith and credit of the District are hereby pledged to the punctual payment of the principal of and interest on the Notes and unless the Notes are otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget of the District and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 4. Subject to the provisions of this resolution and the Law, and pursuant to Sections 50.00, 56.00, 60.00 and 61.00 of the Law, the power to sell and issue the Notes authorized pursuant hereto, or any renewals thereof, and to determine the terms, form and contents, including the manner of execution, of such Notes, and to execute tax certifications relative thereto, is hereby delegated to the President of the Board of Education, the chief fiscal officer of the District.

Section 5. The Notes shall be executed in the name of the District by the manual signature of the President of the Board of Education, the Vice President of the Board of Education, the District Treasurer, the District Clerk, or such other officer of the District as shall be designated by the chief fiscal officer of the District, and shall have the corporate seal of the District impressed or imprinted thereon which corporate seal may be attested by the manual signature of the District Clerk.

Section 6. This resolution shall take effect immediately.

The adoption of the foregoing resolution was seconded by Board Member Peter McCann and duly put to a vote on roll call, which resulted as follows:

AYES: 7

NOES: 0

The resolution was declared adopted.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Requests for Proposal: RFP# 632 Bagels; RFP#625 Bread; RFP#623 Coffee with Equipment; RFP# 612 Dairy; RFP#608 Direct Diversion; RFP#591 Dishwasher Diversion; RFP#617 Groceries; RFP#630 Frozen; RFP#609 Ice Cream with Equipment; RFP#615 Meat; RFP# 616 Paper, Disposables&Cleaning Supplies; RFP#618 Snacks-Smart; RFP #619 Snack - Non-Compliant; RFP#611 Student Beverages without Equipment.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve 2023-2024 Contracts: Access 7 Services Inc. Consultant Services; Brookville Center for Children's Services, Inc. Special Education; Center for Developmental Disabilities Consultant Services; DaVinci Education and Research, LLC Consultant Services; Developmental Disabilities Institute Consultant Services; Eden II School for Autistic Children Special Education; Hilary Gomes, Ph.D. Consultant Services; Kidz Educational Services SLP, OT, PT, LMSW, Psychology, Audiology PLLC Consultant Services; Long Island Developmental Consulting, Inc., (LIDC) Consultant Services; Metro Therapy Consultant Services; Milestones in Home Care, Inc., Consultant Services; Nassau Suffolk Services for the Autistic, Inc./The Martin C. Barell School Consultant Services; Nassau Suffolk Services for the Autistic, Inc./The Martin C. Barell School Special Education; NYSARC, Inc., Suffolk Chapter Special Education; Tender Age Pediatric Therapies Consultant Services; United Cerebral Palsy Association of Greater Suffolk, Inc. Special Education.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Surplus: Chemistry books – West Islip High School; Miscellaneous books – Beach Street Middle School; Baritone horn – Manetuck Elementary; Pizza warmer – West Islip High School.

PRESIDENT'S REPORT:

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve R.S. Abrams & Co., LLP 2023-2024 Engagement Letter.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve resolution re: Section 103a of the Public Officers Law authorizing the West Islip Board of Education to authorize the use of videoconferencing to conduct its public meetings.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Eastern Suffolk BOCES Shared Services Request 2023-2024.

SUPERINTENDENT'S REPORT

Dr. Romanelli informed the audience that the district is preparing for the new school year and is very busy with the hiring process so everyone is in place for the start of the school year. Dr. Romanelli welcomed James Cameron as the district's new Assistant Superintendent of Human Resources and congratulated all the new hires and is happy to have them all on board.

Dr. Romanelli gave an update and advised that it was decided at the last board meeting, that the district would be pursuing armed guards and is now in the hiring process and will have armed guards in place for the 2023-2024 school year. A posting for School Resource Officers has been prepared and posted. The district is also on track to have air conditioning in the classrooms for the start of the school year.

Dr. Romanelli expressed how thankful he is to the Board for allowing him to attend the Global Leadership Conference in Berlin. The conference will be a collaboration of great minds, great thinkers and he is excited to hear from students and leaders from across the world and to bring some ideas back to the district and a report will be given at the August meeting.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to adjourn to Executive Session at 8:20 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:17 p.m. on motion by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve resolution re: Amendment #1 to Ms. Pellati's terms and conditions of employment for the 2023-2024 school year.

BE IT RESOLVED that the Board of Education of the West Islip UFSD hereby approved Amendment #1 to Ms. Pellati's terms and conditions of employment for the 2023-2024 school year and authorizes the Board President to sign the Agreement.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve resolution re: Special Education recommendations.

BE IT RESOLVED that the Board of Education approves the recommendations of the Special Education Committee of students as listed in the District's backup and authorizes the District to arrange for appropriate services.

Meeting adjourned at 9:18 p.m. on a motion by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock
District Clerk

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

PERSONNEL:

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

TEACHERS

T-1 PROBATIONARY APPOINTMENT

Erin Gorey-Gonzales, Elementary
Effective September 1, 2023 through August 31, 2027
(Oquenock; Step 4⁴, new position)

Taylor Troyano Gonzalez, Elementary
Effective September 1, 2023 through August 31, 2027
(Bayview; Step 4⁴, new position)

Christie Rendino-Cusanelli, Special Education
Effective September 1, 2023 through August 31, 2027
(Manetuck; Step 1A¹, new position)

Karen Borst, Mathematics
Effective September 1, 2023 through August 31, 2027
(High School; Step 7⁴, replacing James Como {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.

T-2 REGULAR SUBSTITUTE RESIGNATION

Christie Rendino-Cusanelli, Special Education
Effective September 1, 2023
(Manetuck)

T-3 REGULAR SUBSTITUTE

Alyssa Bertolino, Elementary
Effective September 1, 2023 through January 1, 2024
(Manetuck, Step 1A¹; replacing Jodie Ableson-Sommer {LOA})

Gianna Capanelli, Special Education
Effective September 1, 2023 through June 30, 2024
(Manetuck; Step 1A¹; replacing Amanda Felix-Milks {LoA})

TEACHING ASSISTANTS

TA-1 PROBATIONARY APPOINTMENT

Kathleen Slayback, Special Education
Effective September 1, 2023 to August 31, 2023
(Beach; Step 1; new position)

TEACHING ASSISTANTS, continued

TA-1

PROBATIONARY APPOINTMENT, continued

Jillian Ruffo, Special Education
Effective September 1, 2023 through August 31, 2024
(Manetuck; Step 5; new position)

Maria Pascarella, Special Education
Effective September 1, 2023 through August 31, 2024
(Manetuck; Step 5; replacing Kathryn Ginty {resigned})

Kaitlin Graff, Special Education
Effective September 1, 2023 through August 31, 2024
(Udall; Step 5; replacing Colette Davies {resigned})

*Jenelle Moran, Special Education
Effective September 1, 2023 through August 31, 2024
(Oquenock; Step 1; replacing Christie Rendino {resigned})

Liam McGarvey, STEM
Effective September 1, 2023 through August 31, 2024
(Paul J Bellew; Step 1; replacing Mollie Healey {resigned})

**Conditional pending certification*

TA-2

RESIGNATION

Kimberly Creitz, Pre-K
Effective July 1, 2023
(Paul J Bellew)

Katherine Keller, Computer
Effective July 31, 2023
(High School)

CIVIL SERVICE

CL-1

CHANGE IN TITLE

Charlene DiCicco, Special Education Aide
Effective September 1, 2023
(Beach Street; Step 2; change from Cafeteria Aide; new position)

Jennifer Fortune, Building Aide
Effective September 1, 2023
(Paul J. Bellew; Step 9; change from Library Aide; new position)

Julie Holub, Teacher Aide
Effective September 1, 2023
(Paul J. Bellew; Step 5; change from Cafeteria Aide; replacing Ryan O'Connell {resigned})

Kate Klarikaitis, Special Education Aide
Effective September 1, 2023
(Beach Street; Step 2; change from Cafeteria Aide; replacing Diana Harkin {resigned})

CIVIL SERVICE, continued

CL-1

CHANGE IN TITLE, continued

- Danielle Pozzini, Special Education Aide
Effective September 1, 2023
(Manetuck; Step 2; change from Cafeteria Aide; replacing Kayla DiMino {resigned})
- Christina Robiglio, Building Aide
Effective September 1, 2023
(Manetuck; Step 2; change from Cafeteria Aide; new position)
- Barbara Tricoukes, Building Aide
Effective September 1, 2023
(Paul J. Bellew; Step 7; change from Cafeteria Aide; replacing Christine Mott {reassigned})

CL-2

LEAVE OF ABSENCE, unpaid

- Jean Dunau, School Nurse
Effective October 2, 2023 through June 26, 2024
(Bridges Academy)

CL-3

PROBATIONARY APPOINTMENT

- Pyper Ahrens, Special Education Aide
Effective September 1, 2023
(Manetuck; Step 1; new position)
- Samantha Barnes, Cafeteria Aide
Effective September 1, 2023
(Paul J. Bellew; Step 1; replacing Julie Holub {reassigned})
- *Sabina Collins, Special Education Aide
Effective September 1, 2023
(Manetuck; Step 1; new position)
- Katherine Keller, Network & Systems Technician
Effective August 1, 2023
(District Wide; \$55,000; new position)
- Rosemarie Maggio, Special Education Aide
Effective September 1, 2023
(Beach Street; Step 1; replacing Kathleen Slayback {reassigned})
- Wendy Parks, Special Education Aide
Effective September 1, 2023
(Paul J. Bellew; Step 1; new position)
- *Erin Scileppi, Special Education Aide
Effective September 1, 2023
(Beach Street; Step 1; replacing Nancy Corso {resigned})

**Conditional pending fingerprinting clearance*

CIVIL SERVICE, continued

CL-3 **PROBATIONARY APPOINTMENT, continued**

Theresa Smith, Cafeteria Aide
Effective September 1, 2023
(Paul J. Bellew; Step 1; replacing Barbara Tricoukes {reassigned})

Cara Wenk, Senior Office Assistant
Effective August 29, 2023
(District Office; Step 1; replacing Carol Churpita {resigned})

CL-4 **RESIGNATION**

Margaret Cioffi, Health Aide
Effective August 7, 2023
(Paul J. Bellew)

Nancy Corso, Special Education Aide
Effective July 27, 2023
(Paul J. Bellew)

Kayla DiMino, Special Education Aide
Effective August 18, 2023
(Manetuck)

Melanie Earl, School Nurse
Effective July 12, 2023
(Paul J. Bellew)

Matthew Ferro, Substitute Custodian
Effective August 18, 2023
(District Wide)

Katherine Griesmeyer, Part-Time Food Service Worker
Effective July 12, 2023
(Paul J. Bellew)

Diana Harkin, Special Education Aide
Effective August 2, 2023
(Beach Street)

Kimberly Koehler, Part-Time Food Service Worker
Effective August 7, 2023
(High School)

Madison Mills, Special Education Aide
Effective August 9, 2023
(High School)

Ashleigh Nieves, Part-Time Food Service Worker
Effective July 17, 2023
(Beach Street)

CIVIL SERVICE, continued

CL-4 **RESIGNATION, continued**

Belinda Rios, Senior Office Assistant
Effective August 11, 2023
(Udall)

Kathleen Slayback, Special Education Aide
Effective August 14, 2023
(Beach Street)

Cara Wenk, Health Office Aide
Effective August 1, 2023
(Oquenock)

CL-5 **RETIREMENT**

Warren Seaman, Custodial Worker II
Effective August 19, 2023
(43.57 years)

CL-6 **SUBSTITUTE CLERICAL** (\$15.00/hr)

*Patricia Denninger, effective August 18, 2023

**Conditional pending fingerprinting clearance*

CL-7 **SUBSTITUTE CUSTODIAN** (\$15.00/hr)

Kate Klarikaitis, effective August 18, 2023

CL-8 **SUBSTITUTE PARAPROFESSIONAL** (\$15.00/hr)

Nancy Corso, effective September 1, 2023
Irene Curto, effective September 1, 2023
Carla LaBombard, effective September 1, 2023

OTHER

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Gina Casso, Bayview Elementary
Effective September 1, 2023

Emily Gillen, Bayview Elementary
Effective September 1, 2023

Craig Perrino, Beach Street
Effective September 1, 2023

Jordan Slobodow, Manetuck Elementary
Effective September 1, 2023

OTHER, continued

PERMANENT SUBSTITUTE TEACHER RESIGNATION

Kristen Bergin, Bayview
Effective June 24, 2023

Paige Gillespie, Bayview
Effective June 24, 2023

Destiny Parsons, Beach Street
Effective June 24, 2023

PREFERRED SUBSTITUTE RESIGNATION

Darren Shekailo
Effective July 1, 2023

PREFERRED SUBSTITUTE

Jake Rossi
Effective September 1, 2023
(High School; \$175.27/day; replacing Darren Shekailo {resigned})

SUBSTITUTE TEACHER (\$130 per diem)

*Samantha Lovizio, effective August 28, 2023, *student teacher*
Destiny Parsons, effective September 1, 2023

**Conditional pending fingerprinting clearance*

**SPECIAL EDUCATION – ESY RELATED SERVICE PROVIDERS
SUMMER 2023**

<u>Teacher</u>	<u>Nurse</u>
Lindsay Simonton	Karen Arigoni

SUMMER SCHOOL 2023

Mary Claire Yoder, English

FALL 2023 MIDDLE SCHOOL COACHES

FIELD HOCKEY

Hailey Fiordiliso, 7-8 Beach Coach

BOYS SOCCER

Louis Riley, 7-8 Udall Coach

SUMMER RECREATION CAMP 2023 (AMENDED)

Kyle Alicea, Camp Counselor
(change in name from Kyle Shierant to Kyle Alicea)

OTHER, continued

HOMEBOUND INSTRUCTION COORDINATOR 2023-2024

James Grover

ADULT EDUCATION INSTRUCTORS FALL 2023

Alexandra Bergin (Zumba) \$45/hr
Lenny Butler (Community CPR/First Aid) \$35/hr
Jake Caramico (How Money Works) no cost to West Islip
Kim Crichton (Yoga, Stretch, Body Sculpt) \$45/hr
James Grover (Basketball) \$45/hr
Matthew Haszinger (Volleyball) \$45/hr
Phyllis Hintze (Ballroom Dancing) \$35/hr
Caylee Klimuszko (Lifeguard) \$25/hr
Evan Levy (Social Security Planning) no cost to West Islip
Bruce Lieberman (Defensive Driving) no cost to West Islip
Jane Loehle (Aquacise) \$45/hr
Kaitlin Murphy (Lifeguard) \$25/hr
Kathryn Mushorn (Lifeguard) \$25/hr
Corey Sasone (Lifeguard) \$25/hr
Nizza Tasayco (Volleyball) \$45/hr
Richard Tesoro (About Boat Safety) no cost to West Islip
Robert Watts (Introduction to Guitar/Piano) \$40/hr

ALTERNATIVE SCHOOL INSTRUCTORS 2023-2024

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	1 section/full year
Joseph Nicolosi, Physical Education	1 section/full year
Rebecca Silv, Psychology	1 section/full year
Robyn Southard, Psychology	1 section/full year
Brian Daniels, Science	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

WEST ISLIP UFSD
2023-24 Budget Transfers - General Fund
School Board Meeting - August 17, 2023

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4315	06/30/2023	<i>Transfer to pay for year end paper towels and supplies</i>			
		A 1620.429-999-4999	TELEPHONE	13,027.41	
		A 1620.508-999-4999	CUSTODIAL SUPPLIES		13,027.41
4316	06/30/2023	<i>Transfer funds for the Heat Pump system at Manetuck & Oquenock</i>			
		A 1620.166-999-4499	CUSTODIANS - ADD'L HRS.	29,000.00	
		A 1620.210-999-4999	NON-INSTRUCT EQUIP, REPL	8,000.00	
		A 1620.410-999-4999	FUEL OIL & HEATING GAS	14,000.00	
		A 1620.427-999-4999	BLDG AND EQUIPMENT REPAIR	4,000.00	
		A 1620.429-999-4999	TELEPHONE	849.00	
		A 1621.166-999-4499	MAINTENANCE - ADD'L HRS.	3,000.00	
		A 1621.416-999-4999	MAINT & UPKEEP OF GROUNDS	3,000.00	
		A 2110.205-159-9910	INSTRUCTIONAL EQUIP - OQUENOCK	17,000.00	
		A 1621.433-999-4999	MAINTENANCE PROJECTS		78,849.00
4317	06/30/2023	<i>Transfer Funds to pay Final 2022-2023 invoices fro PSEG</i>			
		A 1620.210-999-4999	NON-INSTRUCT EQUIP, REPL	712.00	
		A 1620.427-999-4999	BLDG AND EQUIPMENT REPAIR	680.00	
		A 1620.429-999-4999	TELEPHONE	928.00	
		A 1621.416-999-4999	MAINT & UPKEEP OF GROUNDS	259.64	
		A 1620.407-999-4999	ELECTRIC		2,579.64
4318	08/08/2023	<i>To reclass for additional Tobay printing costs 23-24</i>			
		A 5540.404-999-5099	CONTRACT CARRIER	5,082.00	
		A 1060.423-109-4499	PROF & TECHNICAL SERVICES		5,082.00
4319	08/09/2023	<i>Increased Annual Maintenance contract from Aplus Technology</i>			
		A 1620.518-999-5854	SUPPLIES, GENERAL: SCHOOL SAFETY	1,500.00	
		A 1620.423-999-5854	PROF & TECHNICAL SERVICES - SCHOOL SAFETY		1,500.00
DEBIT/CREDIT TOTALS				<u>101,038.05</u>	<u>101,038.05</u>
NET AMOUNT					<u><u>-</u></u>

Approved: Paul Romanelli Date: 8/14/23
 Dr. Paul Romanelli, Superintendent of Schools

CONSULTANT SERVICES CONTRACT

AGENDA ITEM IX. B)
BUSINESS ITEMS
RM 8/17/2023

This Agreement is entered into this **1st** day of **July, 2023**, 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 **Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC** (hereinafter the "CONSULTANT"), having a principal mailing address of P.O. Box 622, Center Moriches, New York 11934.

A. TERM

1. The term of this Agreement shall be from **July 1, 2023** through **June 30, 2024**, 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 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 **2023-2024 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 with 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.

Complete Rehabilitation PT, OT,
SLP of the Hamptons, PLLC

West Islip Union Free School District

BY:  _____
Executive Director

BY: _____
President, Board of Education

Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC

Fee Schedule: West Islip Union Free School District
2023-2024 School Year

Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC shall provide services as defined by the District and is the District's Administrative responsibility in accordance with Federal and State Laws regulating the practice of such educational services.

Provision of Related Services: Occupational Therapy, Physical Therapy, Speech Therapy and Special Education services will be through service options listed below:

Service Option: Evaluations	Fee*
Evaluations performed may include: Initial Evaluations and Re-Evaluations for Occupational Therapy, Physical Therapy and Speech Therapy when approved by the CSE or 504 Plan Coordinator. Evaluations may include administration of formal, standardized assessment tools and clinical assessment of performance areas to determine the need for therapy services and models of related service options. The procedure may include: <ul style="list-style-type: none"> • observation of student in the educational environment • record review • parent/teacher interview • administration and interpretation of test data • submission of written report 	\$250
Service Option: Direct Services (OT, PT, ST, SE)	Fee*
District Students Attending Programs Outside of District (i.e., cross-contracted with another district): Receiving Related Services (OT/PT/ST); On behalf of cross-contracted students, services may include attendance at CSE/504 meetings, annual assessment for IEP development and review, teacher meetings, parent meetings, IEP/504 meetings and annual review meetings or unspecified meeting requests. (per 30-minute session, per student)	\$55
Service Option: Indirect Services (OT, PT, ST, SE)	Fee*
Consultation (non-mandated): May include: time spent meeting between school personnel and OT/PT/ST/SE, provided periodically to teachers throughout the school year as needed to discuss student schedules, review IEP goals, discuss progress marks and in preparation for annual review meetings. Additionally, Consultation (non-mandated) is provided to assess student needs for adaptive equipment including specifications and ordering information. (per 30-minute session)	\$55
Attendance at Meetings by Related Service Providers (OT/PT/ST/SE): Attendance at meetings may include: CSE/504 meetings, teacher meetings, parent meetings, IEP/504 meetings and annual review meetings or unspecified meeting requests authorized by the School District's Special Education department or Non-Special Education Committees such as 504, IST or MTSS/RtI district wide (per 30-minute session)	\$55

*this rate includes therapist and administrative fees.

Payment Schedule

District is to make payment(s) once an invoice is submitted for payment. Invoice to include total treatment sessions by hours, dates that the invoice covers, and total amount due for the period specified.

Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC will submit an invoice for services rendered on a monthly basis and the school district agrees to make full payment within sixty (60) days after receipt of said invoice.



Barbara A. Heim, OTR/L
 Executive Director
 Complete Rehabilitation PT, OT, SLP
 of the Hamptons, PLLC

 District

4/11/2023

 Date

 Date

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

and

Supplemental Agreement dated this 1st day of July, 2023 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, New York and Complete Rehabilitation PT, OT, SLP of the Hamptons the ("Contractor") located at P.O. Box 622, Center Moriches, New York 11934.

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 Complete Rehabilitation PT, OT, SLP of the Hamptons.

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, 2024. 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.]*

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.

**Complete Rehabilitation PT, OT, SLP
of the Hamptons**

West Islip Union Free School District

By: 
Print Name: Suzanne
Title: Director of Related services
Date: 7/18/23

By: _____
Print Name: _____
Title: _____
Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2023**, 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, 2023** through **June 30, 2024**, 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 2023-2024 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 **2023-2024 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 Director


BY: _____
President, Board of Education



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

Phone: (516) 605-1310
Fax: (516) 605-1306
www.healthsourcegroup.com

RATES AND TERMS 2023-2024

RN - Health Office Coverage	\$64/HR
RN - Skilled Nursing Services for Special Needs Student	\$68/HR
RN – Field Trips/Overnight School Trips	\$68/HR
RN Visit - Dispense Meds	\$125 Per Visit
LPN	\$48/HR
CNA	\$31/HR
Paraprofessionals / Teacher's Aide	\$28/HR
Home Health Aides (HHA) / Personal Care Aide	\$28/HR
Teachers Assistant	\$33/HR
ABA (Certified)	\$150/HR
Proctor (Exams)	\$31/HR
Resource Room Teacher	\$62/HR
Social Worker	\$62/HR
Student Transportation (CNA/Para Only)	\$50/HR (2 Hour Minimum Each Way)
Student Transportation (LPN Only)	\$70/HR (1 Hour Minimum Each Way)
Student Transportation (RN Only)	\$90/HR (1 Hour Minimum Each Way)



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

Phone: (516) 605-1310
Fax: (516) 605-1306
www.healthsourcegroup.com

There is a 4-hour minimum per day for a nurse or HSG Professional's assignment(s) with the exception of therapy services. If the nurse or HSG Professional works less than 4 hours in a day, HSG will invoice school district 4 hours at the above rate. Additional terms and conditions are incorporated within this agreement.

If the same nurse or HSG Professional works at a Client more than 40 billable hours during any week, HSG will bill Client times the rates above (time and a half) to account for overtime.

If Client has a requirement for hiring any HSG Professional, it must make the request for consent to HSG in writing prior to approaching any HSG Professional. HSG's permanent placement finder's fee billable to client is: 25% fee of the annual agreed salary offered by Client to HSG's Professional via HSG.

HSG's Payment Terms: Invoices Are Due Upon Receipt.

School District will be responsible for arranging transportation of the nurse back to his or her car after each part of the assignment and the School District will be invoiced for the time it takes the nurse or HSG Professional to transport the student from the home (or from the school) and then back to the nurse or HSG Professional's vehicle.

This service is only for students needing a nurse or HSG Professional on the bus ride to and/or from school and NOT in school during the day. If a nurse or HSG Professional must stay beyond the IEP/ scheduled school hours, HSG reserves the right to bill School District for the extra time involved.

If the nurse or HSG Professional must stay beyond the student's scheduled IEP or school hours, HSG reserves the right to bill School District for the extra time involved.

If the same nurse or HSG Professional works in the School District more than 40 hours in a week, HSG will bill 1.5 times the rates above to account for overtime.

In case of a student's unreported absence from a session the school district will be billed unless 2 hours advance notice of the student's absence is given to HSG.

Supplemental Agreement between the

West Islip Union Free School District

and

Supplemental Agreement dated this 1st day of July, 2023 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, 2024. 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.]*

Internal access to Protected Data shall be limited
Encryption technology shall be used to protect data while in motion
office doors are locked at all time ACCESSIBLE w/keys only.
Computers are password protected and changed regularly
Please see attached HSG Data Security & Privacy Plan

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: Danielle Nelson

Title: Executive Business Administrator

Date: 7/18/2023

WEST ISLIP UNION FREE SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

Phone: (516) 605-1310
Fax: (516) 605-1306
www.healthsourcegroup.com

Data Security and Privacy Plan

Health Source Group, Inc. will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as it uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. Health Source Group, Inc. shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement. Health Source Group, Inc. shall not use Protected Data for any other purposes than those explicitly provided for in its agreement with the disclosing party from which it received Protected Data. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, Health Source Group, Inc. shall have in place sufficient internal controls to ensure that Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, CIPA, FERPA and HIPAA, if applicable.

"Protected Data" includes any information rendered confidential by State or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by a customer.

State, federal, and local data security and privacy contract requirements will be implemented by utilizing Best practices and industry standards with respect to data storage, privacy and protection, including, but not limited to encryption, firewalls, passwords, protection of off-site records, and limitations of access to stored data to authorized staff shall be implemented as follows:

Health Source Group, Inc. management team and technical management will have monthly trainings and a technician who monitors all IT safety and data security regularly.

Measures to secure Protected Data and to limit access to such data to authorized staff will include:

Physical and technical security measures are conducted by abiding by HIPAA regulations and laws. Office doors are locked at all times only accessible by key. Computers are password protected; passwords are changed regularly as per company mandate.



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

Phone: (516) 605-1310
Fax: (516) 605-1306
www.healthsourcegroup.com

80 Eighth Avenue
Suite 1106
New York, NY 10011

Subcontractors, persons or entities with which Health Source Group, Inc. will share Protected Data, if any, will abide by the requirements of this data security and privacy plan, and any contractual obligations with respect to Protected Data set forth in the agreement with the disclosing party.

Internal access to Protected Data shall be limited to those individuals that are determined to have legitimate educational interests.

Protected Data shall not be used for any other purposes than those explicitly authorized by contract with an educational agency.

Protected Data shall not be re-disclosed to any third-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 New York State Education Department, educational agency, 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;

Reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Protected Data shall be maintained.

Encryption technology shall be used to protect data while in motion or in Health Source Group, Inc.'s custody from unauthorized disclosure.

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2023**, 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 **Home Care Therapies, LLC, d/b/a Horizon Healthcare Staffing** (hereinafter the "CONSULTANT"), having a principal mailing address of 20 Jerusalem Avenue, 3rd floor, Hicksville, NY 11801.

A. TERM

1. The term of this Agreement shall be from **July 1, 2023** through **June 30, 2024**, 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:

**NURSING SERVICES AS PER ATTACHED RATE SHEET
FOR SUMMER AND FALL 2023-2024**

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 **2023-2024 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.

Horizon
Healthcare
Staffing



Horizon Group

NON-HIRE CLAUSE
Contract for Services
2023-2024 School Year
West Islip School District

Non- Hire:

- A. School agrees not to directly or indirectly hire, or to use the services of any Clinician assigned to it by Horizon within one (1) year after the last date of the Clinician's assignment. In the event School either: (i) employs any Clinician on a permanent or temporary basis, (ii) uses any Clinician's services in a consulting or freelance capacity, or (iii) uses any Clinician's services through another staffing agency, School agrees to pay Horizon liquidated damages of the higher of: (1) Horizon's lost income as a result of the direct or indirect hire, or (2) the calculated placement fee from the schedule below. It is hereby agreed that said liquidated damages are reasonable and appropriate to compensate Horizon for the introduction fee associated with the referral.
- B. **In the event one particular Horizon Staff person is utilized more than an accumulated 1200 hours through Horizon, Horizon will waive permanent placement fees if School District chooses to hire the individual directly.

The permanent placement fees (temp to perm) below are to be paid by School District:

If School District decides to hire a Horizon Staff person furnished by Horizon, School District agrees to pay:

- 25% of the Horizon staff person's annual salary if they are hired before the person has worked 0-400 hours;
- 15% of the Horizon staff person's annual salary if they are hired and the person has worked 401 - 800 hours;
- 10% of the Horizon staff person's annual salary if they are hired before the person has worked 801- 1200 hours;
- 0% of the Horizon staff person's annual salary if they are hired after the person has worked 1200 hours;


Tina Longo, CVT 7/5/23

Tina Longo, CVT
Director of Medical Services
Horizon Healthcare Staffing

Print Name - Board Of Education

Signature - Board of Education

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.

Home Care Therapies, LLC
d/b/a Horizon Healthcare Staffing

West Islip Union Free School District

BY:  CWT 7/5/23
Executive Director

BY: _____
President, Board of Education

Horizon
Healthcare
Staffing



Horizon Group

Please be advised that the rate schedule being submitted by Home Care Therapies d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions for West Islip School District are valid through June 30, 2024. The rate schedule is subject to yearly rate increases and will be based on West Islip School District approval for each subsequent year.

Homecare Therapies LLC/dba Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions
Services and Rates
2023-2024

Registered Nurse (RN)	\$64.80 per hour	- Health Office / Trip
Registered Nurse (RN)	\$68.80 per hour	- 1:1 (Skilled Nursing Services)
Registered Nurse Specialty	\$73.80 per hour	- 1:1 (enhanced nursing services for medically fragile special needs students) *
RN Overnight School Trips	\$64.80 per hour	- Day Hours (7:30 am- 8:30 pm)
	\$10.00 per hour	- On-Call hours (8:30 pm-7:30 am)
Registered Nurse Visit (dispense meds)	\$95.00 per visit	
Licensed Practical Nurse (LPN)	\$47.00 per hour	- Health Office / Trip
Licensed Practical Nurse (LPN)	\$55.00 per hour	- 1:1 Skilled Nursing Services
Licensed Practical Nurse (LPN) Specialty	\$57.00 per hour	- 1:1 (enhanced nursing services for medically fragile special needs students) *
Medical Assistant	\$41.00 per hour	
Certified Nursing Assistant (CNA)	\$32.00 per hour**	
Paraprofessional	\$29.50 per hour**	
Home Health Aide (HHA)	\$32.00 per hour	
Student Transportation ONLY-RN	\$100.00 per hour	(1.5 hour minimum each way) ***
Student Transportation ONLY- LPN	\$75.00 per hour	(1.5 hour minimum each way) ***
Student Transportation ONLY- CAN/PARA	\$60.00 per hour	(2.0 hour minimum each way) ***
Psychologist- Ph.D.	\$130.00 per hour	
Psychologist- Master Level	\$105.00 per hour	
Social Worker	\$66.00 per hour	
Board Certified Behavior Analyst (BS)	\$80.00 per hour	
Board Certified Behavior Analyst (MS)	\$105.00 per hour	
Board Certified Behavior Analyst (Ph.D)	\$130.00 per hour	
Registered Behavior Technician (RBT)	\$45.00 per hour	
ABA Evaluations	\$130.00 per hour	(one hour minimum per evaluation)
Teacher's Aide (Instructional certified)	\$39.00 per hour	
Teacher's Aide (Instructional- non-certified)	\$34.80 per hour	

* Registered Nurse/ Licensed Practical Nurse Specialty requested for a student will need additional authorization.

**Often individuals with these titles do not have a car to travel to the assignment. School may authorize, in writing, up to \$40 per day in travel reimbursement that would be paid to the assigned individual. This would be added to the invoice.

***This service is only for students needing a clinician on the bus ride to and from school and NOT in school during the day.

Horizon
Healthcare
Staffing



Horizon Group

- If the same clinician works in the School District more than 40 hours in a week, Horizon will bill 1.5 times the rates above to account for overtime.
- The minimum daily school assignment (s) is four (4) hours. School or trip assignments lasting less than four (4) hours will be billed for the entire four (4) hours.
- Cancellation: School may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift: otherwise, a 50% charge will be billed for the lost shift wages.
- If a clinician must stay beyond the student's scheduled IEP or school hours, Horizon reserves the right to bill School District for the extra time involved

Related Educational Services - Session Rates

Occupational and Physical Therapist	\$62.00	per thirty (30) minute individual session at one site.
	\$80.00	per group in a thirty (30) minute group session. [A group consists of up to three (3) students at one site] *
	\$205.00	per evaluation
CSE Consultation Meetings for OT, PT, ST	\$60.00	per thirty (30) minute session (billing will be prorated for longer sessions) *
PTA and COTA	\$58.00	per thirty (30) minute individual session at one site for two (2) or more students. *
	\$70.00	per group in a thirty (30) minute group session. A group consists of up to three (3) students at one site*
Speech Therapist	\$66.00	per thirty (30) minute individual session at one site
	\$90.00	per group in a thirty (30) minute session. A group consists of up to three (3) students.
	\$235.00	per evaluation
Speech Therapist – Bi-Lingual	\$76.00	per thirty (30) minute individual session at one site
	\$95.00	per group in a thirty (30) minute session. A group consists of up to three (3) students.
	\$250.00	per bi- lingual evaluation
Prepare Reports/ Documentation	Billed at \$40 per half hour (prior school district authorization required)	

Horizon
Healthcare
Staffing



Horizon Group

- * Mandates of more than thirty (30) minutes will be prorated
- * When Occupational, Physical, and or Speech Therapy Services are provided for one single student at a site or home based the rate is \$105.00 per thirty (30) minute session.

Please be advised that the rate schedule being submitted by Home Care Therapies d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions for West Islip School District are valid through June 30, 2024. The rate schedule is subject to yearly rate increases and will be based on West Islip School District for each subsequent year.

AS AN AUTHORIZED REPRESENTATIVE OF THE COMPANY, I AGREE WITH THE TERMS OF THIS CONTRACT.

Attest:

 CVT 7/5/2023

Tina Longo, CVT
Director of Medical Services and Marketing
Horizon Healthcare Staffing

Print Name (Authorized)

Date

Signature

Date

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

and

Supplemental Agreement dated this 1st day of July, 2023 between the West Islip Union Free School District (the “District”), located at 100 Sherman Avenue, West Islip, New York and, **Home Care Therapies d/b/a Horizon Healthcare**. 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 **Home Care Therapies d/b/a Horizon Healthcare**.

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, 2024. 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.]

*IT/7 IT Protection - Encryption while
in Motion and @ Rest*

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.

**Home Care Therapies d/b/a Horizon
Healthcare**

By: [Signature]
Print Name: Lija Lopez, AT
Title: Therapist
Date: 7/5/2023

West Islip Union Free School District

By: _____
Print Name: _____
Title: _____
Date: _____

INSTRUCTIONAL SERVICES CONTRACT-SUMMER CONTRACT REVISED

This Agreement is entered into this 1st day of July 1, 2023 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 July 1, 2023 through August 31, 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 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 \$7,929.08, but is subject to revision in accordance with the services actually rendered). 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.

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:

Dr. Paul Romanelli
Superintendent of Schools
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 _____

WI

WEST ISLIP UNION FREE SCHOOL DISTRICT

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

Food Services Department
Melanie Steinwies
Director of Food Services

MEMORANDUM

TO: Elisa Pellati
FROM : Melanie Steinweis
DATE: 7/27/23
RE: Excess of old equipment


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

Thank you,

Equipment	Asset Tag Number	Location	Reason for Excess
Pan Rack	0862	Udall Road Middle School	Nonfunctional (broken)

BEACH STREET MIDDLE SCHOOL
West Islip, New York 11795

MEMORANDUM

TO: Elisa Pellati, Asst. Superintendent for Business
CC: Donna Flynn, Dawn Morrison
FROM: Andrew O'Farrell 
DATE: July 11, 2023
RE: Surplus Materials

Beach Street Middle School has the following listed items for surplus:

*30 Old & broken sewing machines
30 Old & broken irons
Old library furniture – used to hold the dictionary
5 Old library book carts
5 Old tube TV and VCR rolling carts
2 Film strip camera projectors
4 Walkie-talkie radios
6 Free standing projectors
6 Overhead projectors
15 DVD/VCR players
15 Old microphones & parts
2 Film screens
2 Old phones
100 Text books – Today's Teen
100 Text books – Exploring Careers
100 Text books – Creating Living
12 Old dented file cabinets*

Thank you.

WI

WEST ISLIP UNION FREE SCHOOL DISTRICT

100 Sherman Avenue • West Islip, NY 11795

TEL: 631.930.1510 FAX: 631.893.3223

Food Services Department

Melanie Steinweis

Director of Food Services

MEMORANDUM

TO: Elisa Pellati
FROM : Melanie Steinweis
DATE: 8/2/23
RE: Excess of old equipment

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

Thank you,

Equipment	Asset Tag Number	Location	Reason for Excess
8 Door Pass Through Refrigerator	0111	Udall Road Middle School	Nonfunctional (broken)
Teacher Desk	1892	West Islip High School	Nonfunctional (broken)

West Islip Public Schools

Interoffice Memorandum

To: Mrs. Elisa Pellati
From: Dr. Patrick Kiley-Rendon
Date: August 10th, 2023
Re: Surplus from IT – Outdated and obsolete

Locations: West Islip High School, Beach Street MS, Udall Road MS, Bayview Elementary,
Paul J. Bellew Elementary, District Office

Items for surplus:

1. Chromebooks	55
2. Laptops	7
3. PC	176
4. Printers	7
5. Monitors	204
6. Projector	3
7. Access Point	5
8. IPADS	4
9. Camera	6
10. Doc Camera	1
11. 1 MAC	1

Thank you for your assistance in this matter.

Asset Number

Description	serial
HP800G2	2UA7221J7K
HP800G2	2UA7221J6X
HP800G2	2UA7221J6G
HP800G2	2UA7221J7M
HP800G2	2UA7221J9Z
HP800G2	2UA7221J7W
HP800G2	2UA7221T4B
HP800G2	2UA7221J8P
HP800G2	2UA7221JCT
HP800G2	2UA7221J6H
HP800G2	2UA7221T31
HP800G2	2UA7221T2G
HP800G2	2UA7221SL2
HP800G2	2UA7221T30
HP800G2	2UA7221T46
HP800G2	2UA7221J6Y
HP800G2	2UA7221J6V
HP800G2	2UA7221T3B
HP800G2	2UA7221T2Q
HP800G2	2UA7221SL6
EliteDisplayE202	6CM7090WKR
EliteDisplayE202	6CM7090X2V
EliteDisplayE202	6CM7090VPL
EliteDisplayE202	6CM7090VZD
EliteDisplayE202	6CM7090WNV
EliteDisplayE202	6CM7090WCX
EliteDisplayE202	6CM7090WDL
EliteDisplayE202	6CM7090WFX
EliteDisplayE202	6CM7090X11
EliteDisplayE203	6CM7090X0Z
EliteDisplayE204	6CM7090WZX
EliteDisplayE205	6CM7090X10
EliteDisplayE206	6CM7090WFFV
EliteDisplayE207	6CM7090VJY
EliteDisplayE208	6CM7090X2L

HP EliteDesk 800 G16	2UA7221J99		
HP EliteDesk 800 G17	2UA7221JGC		
HP EliteDesk 800 G18	2UA7221JB0		
HP EliteDesk 800 G19	2UA7221JB7		
HP EliteDesk 800 G20	2UA7221JF3		
HP EliteDesk 800 G21	2UA7221J6L		
HP EliteDesk 800 G22	2UA7221JBF		
HP EliteDesk 800 G23	2UA7221JF6		
HP EliteDesk 800 G24	2UA7221T3X		
HP EliteDesk 800 G25	2UA7221JC7		
HP EliteDesk 800 G26	2UA7221JFD		
HP Compaq6005 Pro	2UA11109B1		
5/8/23			
CololazerJet M454	VNB3C04900	103361	
Chromebook	NXHPWA.A00204241E9F7611		tip web
OKI C6150	N31176A_01AE9A038039B0		
EliteDisplay E202	6CM7090X39		
ProDisplayP232	6CM8491P39		
EliteDisplay E202	6CM7090TVW		
HP Laptop 640 G2	5cg7203xps		
HP P24h G4	3CM2251BT1		
5/18/23			
G6-11.6	G110299777		
G6-11.6	G110270171		
G6-11.6	G110299770		
G6-11.6	G110295899		
G6-11.6	G110039097		
G6-11.6	G110504702		
G6-11.6	G110295758		
G6-11.6	G110270131		
G6-11.6	G110270486		
G6-11.6	G110295908		
G6-11.6	G110295972		
G6-11.6	G110299793		
G6-11.6	G110504517		

G6-11.6	G110296230
G6-11.6	G110299783
G6-11.6	G110299814
G6-11.6	G110299907
G6-11.6	G110296249
G6-11.6	G110270221
G6-11.6	G110299818
G6-11.6	G110299703
G6-11.6	G110295839
G6-11.6	G110295711
G6-11.6	G110296150
HP ProBook 11 G1	100774 L3L05AV
G5	G101223966
6/15/23	
Compaq 6535b	CNU924B2CG
Elite Display E202	6CM7090VXL
ProDisplay P232	6CM8491P3C
Windows XP Professional	45538306743
G6-11.6	G110299723
G6-11.6	G110504677
G6-11.6	G110296232
G6-11.6	G110295900
G6-11.6	G110299887
G6-11.6	G110295768
G6-11.6	G110504742
G6-11.6	G110504739
G6-11.6	G110296241
G6-11.6	G110270142
G6-11.6	G110296005
G6-11.6	G110296006
G6-11.6	G110299824
G6-11.6	G110295085
G6-11.6	G110295071
G6-11.6	G110295724
G5	G101042004
G5	G110244147

G5
 hp 6715
 g5
 hp p24 monitor

G110243649
 CNU83138V9
 G101223962

110-1	HP EliteDesk 800 G2 SFF	2UA7221T3Y	202			6CM7090TW0
110-2	HP EliteDesk 800 G2 SFF	2UA7221T2K	202			6CM7090WCW
110-3	HP EliteDesk 800 G2 SFF	2UA7221JG8	202			6CM7090VZQ
110-4	HP EliteDesk 800 G2 SFF	2UA7221JFS	202			6CM7090WFZ
110-5	HP EliteDesk 800 G2 SFF	2UA7221JF0	202			6CM7090VZL
110-6	HP EliteDesk 800 G2 SFF	2UA7221JGB	202			6CM7090X2Q
110-7	HP EliteDesk 800 G2 SFF	2UA7221JFR	202			6CM7090WFW
110-8	HP EliteDesk 800 G2 SFF	2UA7221JFK	202			6CM7090WL3
110-9	HP EliteDesk 800 G2 SFF	2UA7221JBR	202			6CM7090WGP
110-10	HP EliteDesk 800 G2 SFF	2UA7221JG3	202			6CM7090VZN
110-11	HP EliteDesk 800 G2 SFF	2UA7221J9Y	202			6CM7090WBX
110-12	HP EliteDesk 800 G2 SFF	2UA7221JFH	202			6CM7090WD0
110-13	HP EliteDesk 800 G2 SFF	2UA7221JG9	202			6CM7090V12
110-14	HP EliteDesk 800 G2 SFF	2UA7221JG2	202			6CM7090WPP1
110-15	HP EliteDesk 800 G2 SFF	2UA7221SLC	202			6CM7090X2P
110-16	HP EliteDesk 800 G2 SFF	2UA7221T39	202			6CM7090VZM
110-17	HP EliteDesk 800 G2 SFF	2UA7221JFX	202			6CM7090X2X
110-18	HP EliteDesk 800 G2 SFF	2UA7221JFZ	202			6CM7090X2T
110-19	HP EliteDesk 800 G2 SFF	2UA7221JF7	202			6CM7090WNY
110-20	HP EliteDesk 800 G2 SFF	2UA7221JG5	202			6CM7090WFFY
110-21	HP EliteDesk 800 G2 SFF	2UA7221JFY	202			6CM749095H
110-22	HP EliteDesk 800 G2 SFF	2UA7221JDW	202			6CM7090X2S
110-23	HP EliteDesk 800 G2 SFF	2UA7221JG0	202			6CM7090X0T
110-24	HP EliteDesk 800 G2 SFF	2UA7221T2P	202			6CM7090X2K
110-25	HP EliteDesk 800 G2 SFF	2UA7221JFV	202			6CM7090WVCY
110-26	HP EliteDesk 800 G2 SFF	2UA7221JG4	202			6CM7090WVNZ
110-27	HP EliteDesk 800 G2 SFF	2UA7221JF1	202			6CM7090X2M
110-28	HP EliteDesk 800 G2 SFF	2UA7221JGD		LA2006		CNC248QMZC
110-29	HP EliteDesk 800 G2 SFF	2UA7221JFB	202			6CM7090VZP
110-30	HP EliteDesk 800 G2 SFF	2UA7221JFN	202			6CM74908M7

110-31	HP EliteDesk 800 G2 SFF	2UA7221T42	202			6CM7090WP0
LMC-14	HP EliteDesk 800 G2 SFF	2UA7221JB1	202			6CM7090W02
LMC-13	HP EliteDesk 800 G2 SFF	2UA7221JCL	202			6CM7090WNS
LMC-12	HP EliteDesk 800 G2 SFF	2UA7221J88	202			6CM7090WG9
LMC-11	HP EliteDesk 800 G2 SFF	2UA7221JD9	202			6CM7090VY8
LMC-10	HP EliteDesk 800 G2 SFF	2UA7221JDJ	203			CNC82403B0
LMC-09	HP EliteDesk 800 G2 SFF	2UA7221JBN	202			6CM7090WP6
LMC-1	HP EliteDesk 800 G2 SFF	2UA7221J9M	202			6CM7090WPG
LMC-2	HP EliteDesk 800 G2 SFF	2UA7221JC2	202			6CM7090W08
LMC-5	HP EliteDesk 800 G2 SFF	2UA7221JG1	202			6CM7090VZW
LMC-6	HP EliteDesk 800 G2 SFF	2UA7221J6Q	202			6CM7090VZS
LMC-3	HP EliteDesk 800 G2 SFF	2UA7221SKY	202			6CM7090WL8
LMC-4	HP EliteDesk 800 G2 SFF	2UA7221JB3	203			CNC82403F8
LMC-7	HP EliteDesk 800 G2 SFF	2UA7221JCJ	202			6CM7090WP2
LMC-8	HP EliteDesk 800 G2 SFF	2UA7221T3S	202			6CM7090W0F
192-1	HP EliteDesk 800 G2 SFF	2UA7221J95	202	05/03/2017	172264	425.35 6CM7090X38
192	HP EliteDesk 800 G2 SFF	2UA7221SKS	202	05/03/2017	172264	425.35 6CM7090X36

access point fdw2209d03v

AGENDA ITEM
BUSINESS ITEMS

RESOLUTION: 2023-2024 TAX LEVY

WHEREAS, the estimated expenditures for the West Islip Union Free School District, for the school year 2023-2024 in the amount of \$134,220,230 proposed in accordance with Section 1716 of the Education Law, were approved by the voters of the District on May 16, 2023, and,

WHEREAS, the estimated expenditures for the West Islip Public Library, for the fiscal year 2023-2024 in the amount of \$4,325,300, proposed in accordance with Section 259 of the Education Law, were approved by the voters of the District on April 4, 2023 for a total approved budget of \$138,545,530 therefore,

BE IT RESOLVED, that the 2023-2024 tax levy in the amount of \$92,077,197 for the West Islip Union Free School District and \$4,250,300 for the West Islip Public Library, for a combined tax levy of \$96,327,497 be approved and levied upon the real property of the District.

(The tax levy of \$92,077,197 for the School District plus \$42,143,033 other income as estimated on July 1, 2023, including State Aid, \$1,350,000 Appropriated from Reserves and \$850,000 of Appropriated Fund Balance equals a budget of \$134,220,230. The tax levy of \$4,250,300 for the Public Library plus \$75,000 other income as estimated on July 1, 2023 equals a budget of \$4,325,300).

FIFTH AMENDMENT TO THE LEASE AGREEMENT

This Amendment is made this ____ day of August, 2023, by and between the Board of Education, West Islip Union Free School District, Town of Islip, Suffolk County, New York, a corporation existing under and by virtue of the laws of the State of New York, having its principal office at 100 Sherman Avenue, West Islip, Suffolk County, New York 11795 (hereinafter referred to as the "DISTRICT"), and After School Kids Under Supervision, Inc., a not-for-profit organization existing under and by virtue of the laws of the State of New York having its principal office at 212 Higbie Lane, Suite 1, West Islip, New York 11795 (hereinafter referred to as "ASK US").

WHEREAS, the DISTRICT and ASK US entered into a lease agreement, dated March 24, 2020, and annexed hereto and incorporated herein, for certain areas within the Paul E. Kirdahy Elementary School (the "Lease Agreement"); and

WHEREAS, the DISTRICT and ASK US entered into an amendment to the Lease Agreement, dated September, 2020, and annexed hereto and incorporated herein, which extended the Lease Agreement for an additional four years (the "First Amendment"); and

WHEREAS, the DISTRICT and ASK US entered into an amendment to the Lease Agreement, dated November 24, 2020, and annexed hereto and incorporated herein, which modified the terms of the lease for 2020-2021 school year (the "Second Amendment"); and

WHEREAS, the DISTRICT and ASK US entered into an amendment to the Lease Agreement, dated September 9, 2021, and annexed hereto and incorporated herein, which modified the terms of the lease for 2021-2022 school year (the "Third Amendment"); and

WHEREAS, the DISTRICT and ASK US entered into an amendment to the Lease Agreement, dated August 11, 2022, and annexed hereto and incorporated herein, which modified the terms of the lease for 2022-2023 school year (the “Fourth Amendment”); and

WHEREAS, the DISTRICT has determined and by approval of this Agreement does hereby declare that the Premises as set forth in the Lease Agreement is not currently needed for school district purposes and that an amendment of the Lease Agreement is in the best interests of the DISTRICT; and

WHEREAS, the DISTRICT and ASK US have agreed to amend the Lease Agreement to authorize modify the space to be used by ASK US during the 2023-24 school year by removing the cafeteria and adding room 310, thereby reducing the square footage ASK US is leasing from 8,869 to 6,945 and reduce the rent for the 2023-24 school year accordingly.

NOW, THEREFORE, the DISTRICT and ASK US hereby agree as follows:

FIRST "WHEREAS" CLAUSE

1. Effective September 1, 2023 through June 30, 2024 only, the first "WHEREAS" clause of the Lease Agreement is modified to provide:

WHEREAS, the DISTRICT has agreed to lease to ASK US the playground, music room (exclusive of the music room storage), classrooms 301, 302, 303, 304, 305/306, 310 and the gym at the Paul E. Kirdahy Elementary School, located at 339 Snedecor Ave., West Islip, New York (the "Premises").

RENT

2. Effective September 1, 2023 through June 30, 2024 only, Paragraph 4(b) of the Lease Agreement is amended as follows:

Year Four (September 1, 2023 to June 30, 2024): a monthly base rent of \$2,909.29, for a total annual base rent of \$29,092.98.

3. The third sentence of Paragraph 7 of the Lease Agreement is hereby replaced with: “ASK US shall have full control and use of the playground, music room (exclusive of the music room storage), classrooms 301, 302, 303, 304, 305/306, 310, indoor playground, and the gym.”

4. All other terms and conditions as set forth in the Lease Agreement shall remain in full force and effect.

5. This Fifth Amendment shall sunset June 30, 2024.

IT IS UNDERSTOOD AND AGREED that the covenants contained in this Amendment to the Lease shall be binding upon the parties hereto and upon their respective successors.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and executed by their fully appointed officers.

WEST ISLIP UNION FREE
SCHOOL DISTRICT

Dated: _____

By: _____
Anthony Tussie, President

AFTER SCHOOL KIDS UNDER
SUPERVISION, INC.

Dated: _____

By: _____
Justin Lite, President

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

Final Contract for Cooperative Educational Services

THIS AGREEMENT made this 1st day of July, 2022 by and between the EASTERN SUFFOLK BOCES, party of the first part, and WEST ISLIP UFSD, party of the second part.

WITNESSETH, That whereas party of the first part has been duly authorized to provide the approved Services below and has been authorized to enter into agreements with boards of education and school trustees, under the provisions of sections 1950-51 of the Education Law.

NOW THEREFORE, The said party of the first part provided to the party of the second part the following Services during the 2022-23 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Actual Usage				
001.100	Administration	0.0000	0.0000	Actual Usage	441,693.00	441,693.00	0.00	441,693.00	
002.100	Rental of Facilities	0.0000	0.0000	Actual Usage	177,865.00	177,865.00	0.00	177,865.00	
101.100	Career and Technical Education	40.0000	14,618.0000	Student	0.00	584,720.00	0.00	584,720.00	
101.120	Career and Tech. Ed./Transportation	0.0000	993.0000	Student	993.00	0.00	993.00	993.00	
103.110	Special Career Education 12-1-1	6.0000	25,412.0000	Annual	-76,236.00	152,472.00	-76,236.00	76,236.00	
103.111	Special Career Education 12-1-1	2.0000	50,824.0000	Annual	0.00	101,648.00	0.00	101,648.00	
103.120	Special Career Education 8-1-1	2.0000	31,192.0000	Annual	77,980.00	62,384.00	77,980.00	140,364.00	
103.170	SCE Individual Aide Full Day	2.0000	56,078.0000	Annual	0.00	112,156.00	0.00	112,156.00	
103.279	SCE Individual Aide Half-Day	0.0000	28,039.0000	Annual	53,274.10	0.00	53,274.10	53,274.10	
103.425	SCE Physical Therapy - Individual	2.0000	5,140.0000	Sess/Stud/Wk/Yr	-5,140.00	10,280.00	-5,140.00	5,140.00	
103.426	Related Service -Phy Ther Consult	0.0000	128.5000	Session	2,570.00	0.00	2,570.00	2,570.00	
103.520	Related Svc. - Counseling (lhd)	1.0000	5,140.0000	Sess/Stud/Wk/Yr	0.00	5,140.00	0.00	5,140.00	
202.100	Special Education 12-1-1 Full Day	2.0000	54,426.0000	Student	70,753.80	108,852.00	70,753.80	179,605.80	
202.110	Special Education 12-1-1 Half Day	4.0000	33,744.0000	Student	-67,488.00	134,976.00	-67,488.00	67,488.00	
202.205	Counseling Individual	5.0000	5,140.0000	Sess/Stud/Wk/Yr	28,784.00	25,700.00	28,784.00	54,484.00	
202.210	Counseling Group	16.0000	2,550.4000	Sess/Stud/Wk/Yr	-24,738.88	40,806.40	-24,738.88	16,067.52	
202.225	Hearing Individual	7.0000	5,140.0000	Sess/Stud/Wk/Yr	-35,980.00	35,980.00	-35,980.00	0.00	
202.235	Occupational Therapy Individual	15.0000	5,140.0000	Sess/Stud/Wk/Yr	-71,960.00	77,100.00	-71,960.00	5,140.00	
202.255	Speech Individual	30.0000	5,140.0000	Sess/Stud/Wk/Yr	-149,060.00	154,200.00	-149,060.00	5,140.00	
202.260	Speech Group	3.0000	2,550.4000	Sess/Stud/Wk/Yr	-20,403.20	28,054.40	-20,403.20	7,651.20	
202.277	Class. Aide Shared 12-1-1 +2 FD	150.0000	12,462.0000	Student	12,462.00	37,386.00	12,462.00	49,848.00	
202.295	Home Applied Behavioral Analysis	40.0000	187.1600	Per Hour	-28,074.00	28,074.00	-28,074.00	0.00	
202.297	Parent Training	40.0000	187.1600	Per Hour	-7,112.08	7,486.40	-7,112.08	374.32	
202.400	Transition Service Pgm. Full Day	3.0000	54,426.0000	Student	54,426.00	163,278.00	54,426.00	217,704.00	
202.426	Physical Therapy Consult	50.0000	128.5000	Session	-6,425.00	6,425.00	-6,425.00	0.00	

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES
WEST ISLIP UFSD
School Year 2022-23

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Cost Basis				
202.428	Speech Consult	100.0000	128.5000	Session	-12,850.00	12,850.00	-12,850.00	0.00	
202.434	Occupational Therapy Consult	10.0000	128.5000	Session	1,285.00	1,285.00	1,285.00	2,570.00	
203.290	Autism/Behav. Consult/Training	20.0000	260.2800	Per Hour	-5,205.60	5,205.60	-5,205.60	0.00	
203.422	Vision Consult	40.0000	128.5000	Session	-5,140.00	5,140.00	-5,140.00	0.00	
205.100	Special Education 8-1-1 Full Day	20.0000	66,860.0000	Student	-320,928.00	1,337,200.00	-320,928.00	1,016,272.00	
205.110	Special Education 8-1-1 Half Day	4.0000	41,454.0000	Student	-20,727.00	165,816.00	-20,727.00	145,089.00	
205.205	Counseling Individual	27.0000	5,140.0000	Sess/Stud/Wk/Yr	-71,703.00	138,780.00	-71,703.00	67,077.00	
205.210	Counseling Group	16.0000	2,550.4000	Sess/Stud/Wk/Yr	-19,893.12	40,806.40	-19,893.12	20,913.28	
205.235	Occupational Therapy Individual	13.0000	5,140.0000	Sess/Stud/Wk/Yr	11,308.00	66,820.00	11,308.00	78,128.00	
205.245	Physical Therapy Individual	12.0000	5,140.0000	Sess/Stud/Wk/Yr	-9,766.00	61,680.00	-9,766.00	51,914.00	
205.255	Speech Individual	34.0000	5,140.0000	Sess/Stud/Wk/Yr	3,084.00	174,760.00	3,084.00	177,844.00	
205.260	Speech Group	11.0000	2,550.4000	Sess/Stud/Wk/Yr	2,550.40	28,054.40	2,550.40	30,604.80	
205.265	Vision Individual	4.0000	5,140.0000	Sess/Stud/Wk/Yr	-10,280.00	20,560.00	-10,280.00	10,280.00	
205.275	Individual Aide Full Day	7.0000	56,078.0000	Year	-89,724.80	392,546.00	-89,724.80	302,821.20	
205.277	Class. Aide Shared 8-1-1+2 FD	2.0000	16,022.0000	Student/Year	-80,110.00	112,154.00	-80,110.00	32,044.00	
205.278	Class. Aide Shared 8-1-1+3 FD	2.0000	24,033.0000	Student/Year	-9,613.20	48,066.00	-9,613.20	38,452.80	
205.280	Individual Aide Shared	0.0000	0.0000	Actual Usage	28,039.00	0.00	28,039.00	28,039.00	
205.281	Class. Aide Shared 8-1-1+4 FD	2.0000	32,045.0000	Student	-32,045.00	64,090.00	-32,045.00	32,045.00	
205.284	Class. Aide Shared 8-1-1+2 HD	3.0000	8,011.0000	Student/Year	-8,011.00	24,033.00	-8,011.00	16,022.00	
205.294	Home Applied Behav Analysis Summer	0.0000	187,1600	Per Hour	4,698.48	0.00	4,698.48	4,698.48	
205.295	Home Applied Behav Analysis Summer	22.0000	187,1600	Per Hour	33,782.38	4,117.52	33,782.38	37,899.90	
205.297	Parent Training	40.0000	187,1600	Per Hour	-4,866.16	7,486.40	-4,866.16	2,620.24	
205.367	Psycho-Ed. Reevaluation Bilingual	0.0000	1,194.3900	Per Evaluation	1,194.39	0.00	1,194.39	1,194.39	
205.422	Vision Consult	20.0000	128.5000	Session	-1,285.00	2,570.00	-1,285.00	1,285.00	
205.426	Physical Therapy Consult	30.0000	128.5000	Session	0.00	3,855.00	0.00	3,855.00	
205.428	Speech Consult	100.0000	128.5000	Session	1,285.00	12,850.00	1,285.00	14,135.00	
205.434	Occupational Therapy Consult	70.0000	128.5000	Session	-3,469.50	8,995.00	-3,469.50	5,525.50	
205.444	Augment. Comm. Consult/Train	0.0000	507.6100	Per Hour	3,553.27	0.00	3,553.27	3,553.27	
205.450	Medical Screening / Physical	1.0000	238.8600	Unit	-238.86	238.86	-238.86	0.00	
260.490	Opt 3 (6-1-1) WSB	0.0000	0.0000	Actual Usage	217,680.00	0.00	217,680.00	217,680.00	
280.490	Summer Handicapped - WSB	0.0000	0.0000	Actual Usage	11,010.00	0.00	11,010.00	11,010.00	

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES
WEST ISLIP UFSD
School Year 2022-23

Program/ Serial No.	Service	Basis for Current Contract			Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Unit Cost	Cost Basis	Current Fixed Cost							
313.100	Vision / Mobility Itinerant	4.0000	6,299.2000	Sess/Stud/WkYr	-3,149.60		-3,149.60	25,196.80	-3,149.60	22,047.20	
313.422	Vision Consult Itinerant	40.0000	157.4800	Session	-3,307.08		-3,307.08	6,299.20	-3,307.08	2,992.12	
317.100	Hearing Individual Itinerant	7.0000	6,159.2000	Sess/Stud/WkYr	-24,636.80		-24,636.80	43,114.40	-24,636.80	18,477.60	
317.125	Hearing Consult Itinerant	15.0000	153.9800	30 Min/Session	-615.92		-615.92	2,309.70	-615.92	1,693.78	
317.800	Hearing Impaired - Spec. Bill DNS	0.0000	0.0000	Per Student	3,653.24		3,653.24	0.00	3,653.24	3,653.24	
405.100	Exploratory Enrichment-Coord. Fee	0.0000	0.0000	Actual Usage	850.00		850.00	2,550.00	-1,700.00	850.00	
405.110	Exploratory Enrichment Programs	0.0000	0.0000	Actual Usage	0.00		0.00	15,000.00	-15,000.00	0.00	
438.110	Outreach Non-classified Students	1.0000	66,860.4500	Student	-66,860.45		-66,860.45	66,860.45	-66,860.45	0.00	
438.115	Outreach Nonclassified .5 Day DNS	0.0000	3,827.0000	Student	3,827.00		3,827.00	0.00	3,827.00	3,827.00	
440.100	Arts-in-Ed. - Coordination Fee	0.0000	0.0000	Actual Usage	3,145.00		3,145.00	1,445.00	1,700.00	3,145.00	
440.110	Arts-In-Education Programs	0.0000	0.0000	Actual Usage	15,165.00		15,165.00	8,500.00	6,665.00	15,165.00	
444.105	District Based Virtual Learning Svs	0.0000	0.0000	Actual Usage	34,799.00		34,799.00	21,630.00	13,169.00	34,799.00	
444.105.300	iTutor										
444.200	Distance Learning Base Membership	1.0000	779.0000	Annual	0.00		0.00	779.00	0.00	779.00	
444.200.150	Distance Learning Base > 1 Buildi	0.0000	0.0000	Actual Usage	2,559.90		2,559.90	2,559.90	0.00	2,559.90	
444.200.200	Kajeet Mobile Hot Spot	0.0000	0.0000	Actual Usage	1,850.00		1,850.00	1,850.00	0.00	1,850.00	
444.200.500	Zoom Licenses	0.0000	0.0000	Actual Usage	791.52		791.52	791.52	0.00	791.52	
444.200.550	Webinar License	0.0000	0.0000	Actual Usage							
444.400	Language Interpreting Service	0.0000	0.0000	Actual Usage	757.56		757.56	840.00	-82.44	757.56	
444.400.105	Nuestro Language Services	0.0000	0.0000	Actual Usage	859.92		859.92	541.00	318.92	859.92	
444.400.110	Proprio Language Services										
477.490	Hospital Instruction - WSB	0.0000	0.0000	Service	25,812.00		25,812.00	0.00	25,812.00	25,812.00	
508.100	Library Automation										
508.100.130	Library Auto (2001 - 5000 Enroll)	0.0000	2,584.0000	Per District	2,584.00		2,584.00	2,584.00	0.00	2,584.00	
508.200	Follett, Follett Destiny & OPALS	0.0000	0.0000	Actual Usage	12,189.00		12,189.00	10,876.00	1,313.00	12,189.00	

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES
WEST ISLIP UFSD
School Year 2022-23

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Actual Usage				
509.100	Summer SPED Supervision	0.0000	0.0000	Actual Usage	24,553.50	0.00	24,553.50	24,553.50	
514.130	IT Acq.-One Time Acquisitions	0.0000	0.0000	Actual Usage	46,117.92	46,117.93	-0.01	46,117.92	
514.515	Full Service Scoring for NYSED K-12	0.0000	0.0000	Actual Usage	20,375.95	0.00	20,375.95	20,375.95	
515.800	Psychiatric Consult.-SpecBill DNS	0.0000	0.0000	Per Student	4,985.12	0.00	4,985.12	4,985.12	
516.210	Lib. Svc/Media-Virtual Ref. Collect								
516.210.109	Virtual Ref. Collect 3-12 Online	2,993.0000	10.3400	Student	10,857.00	30,947.62	10,857.00	41,804.62	
516.220	Library Services - Supp. Databases	0.0000	0.0000	Actual Usage	19,688.70	16,295.20	3,393.50	19,688.70	
516.300	Library Svc/Media Part. (50% disc)								
516.300.130	Lib/Med 2001-5000 stud. (50% disc)	0.0000	1,291.0000	Per District	1,291.00	1,291.00	0.00	1,291.00	
531.100	NYS Curriculum & Assessment Svc								
531.100.110	NYS Curr/Assess Svc 1,000 + stude	1.0000	8,000.0000	Service	0.00	8,000.00	0.00	8,000.00	
531.100.120	NYS Curr/Assess Svc < 1,000 stude	0.0000	4,000.0000	Service	0.00	0.00	0.00	0.00	
531.150	DEI - Development and Support								
531.150.300	DEI - Premium	0.0000	20,298.0000	Annual	20,298.00	20,298.00	0.00	20,298.00	
531.200	MLP/Frontline								
531.200.120	MLP/Frontline - PDMS	0.0000	0.0000	Per District	13,701.82	13,701.82	0.00	13,701.82	
531.200.150	MLP /Frontline EEM (OASYS) Users	0.0000	0.0000	Per District	7,122.88	0.00	7,122.88	7,122.88	
531.300	Customized Staff Development	1.0000	0.0000	Actual Usage	10,450.00	37,800.00	-27,350.00	10,450.00	
531.310	Customized Staff Dev. (Coord. Fee)	1.0000	0.0000	Actual Usage	2,090.00	1,800.00	290.00	2,090.00	
531.315	Professional Development Workshops	1.0000	0.0000	Actual Usage	11,693.00	11,047.00	646.00	11,693.00	
531.440	Staff Development-Public Relations	0.0000	0.0000	Actual Usage	15,331.40	15,331.40	0.00	15,331.40	
531.530	NYSAA Grades 3-HS Training for CBT	0.0000	0.0000	Actual Usage	426.31	0.00	426.31	426.31	
531.636	Sub-Reimburse-NYSAA Workshops	0.0000	0.0000	Actual Usage	430.00	575.00	-145.00	430.00	
531.637	SubReimburs NYSAAWkpsCoordFee	0.0000	0.0000	Actual Usage	43.00	40.00	3.00	43.00	
532.100	Model Schools								
532.100.120	Model Schools > 2001 students	1.0000	8,555.0000	Annual	0.00	8,555.00	0.00	8,555.00	
532.160	Model Schools Workshops	0.0000	0.0000	Actual Usage	750.00	0.00	750.00	750.00	
532.200	Model Schools - On-Site Staff Devel	0.0000	1,011.0000	Day	6,318.75	0.00	6,318.75	6,318.75	

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES
WEST ISLIP UFSD
School Year 2022-23

Program/ Serial No.	Service	Quantity/ Share	Unit Cost	Cost Basis	Basis for Current Contract			Initial Contract	Adjustments To Date	Current Contract
					0.0000 Actual Usage	0.0000 Service	0.0000 X-CONTRACT			
532.205	Model Schools OnSite Staff Dev Tech	0.0000		0.0000 Actual Usage			4,949.00	-4,949.00	0.00	
550.490	Staff Development - WSB	0.0000	0.0000	Service			0.00	5,505.00	5,505.00	
557.490	Vision Itinerant (Nassau BOCES)	0.0000	0.0000	Service			0.00	11,338.00	11,338.00	
565.490	Staff Development-Nassau BOCES	0.0000	0.0000	Service			0.00	281.00	281.00	
569.490	Curriculum Dev/Training Putnam BOCES	0.0000	0.0000	X-CONTRACT			0.00	3,645.00	3,645.00	
590.490	Center for Learning Tech (WSB)	0.0000	0.0000	Service			0.00	21,210.36	21,210.36	
601.150	Admin One-Time Tech. Acq.	0.0000	0.0000	Actual Usage			16,909.20	0.00	16,909.20	
601.170	Multi-yr Network Printer Contracts	0.0000	0.0000	Actual Usage			214,081.22	12,305.54	226,386.76	
601.200	Web Services - Public Relations	0.0000	0.0000	Actual Usage			6,300.00	0.00	6,300.00	
601.220	NYS Required Reporting	3,978.0000	4.5200	Student			17,980.56	0.00	17,980.56	
601.220.200	NYS Req. Report per stud-PS/PK-12	3,978.0000	0.6700	Student			2,665.26	0.00	2,665.26	
601.220.300	NYS Required Reporting	0.0000	0.0000	Actual Usage			0.00	5,875.00	5,875.00	
601.320	Staffing Needs Assessment	0.0000	0.0000	Actual Usage			98,931.00	-4,774.56	94,156.44	
601.380	Fiber WAN in District	0.0000	0.0000	Actual Usage			13,939.48	0.00	13,939.48	
601.410	Election Management Systems	0.0000	0.0000	Actual Usage			0.00	4,792.57	4,792.57	
601.410.210	BOLD/EMS 2.0 Annual Licensing	0.0000	0.0000	Actual Usage			0.00	6,900.00	6,900.00	
601.410.220	BOLD/Library/Bond Vote/Revote 2.0	0.0000	0.0000	Actual Usage			0.00	0.00	0.00	
601.410.310	BOLD/Other Services 3.0	0.0000	0.0000	Actual Usage			0.00	0.00	0.00	
601.415	Cafeteria Systems POS	0.0000	0.0000	Actual Usage			5,796.00	-869.40	4,926.60	
601.415.155	Cafeteria Systems Licensing-Mosaic	14.0000	700.0000	Per Line			9,800.00	0.00	9,800.00	
601.415.156	Mosaic Support 0-19 Lines	0.0000	0.0000	Actual Usage			19,113.00	0.00	19,113.00	
601.440	Emergency and Notification Systems	0.0000	0.0000	Actual Usage			0.00	0.00	0.00	
601.440.220	ParentSquare	0.0000	0.0000	Actual Usage			0.00	0.00	0.00	
601.450	Document Imaging/ Scanning Services	1.0000	8,694.0000	Annual			8,694.00	0.00	8,694.00	
601.450.330	FileBound Hosting<750k Images/Doc	1.0000	1,134.0000	Annual			1,134.00	0.00	1,134.00	
601.450.335	FileBoundStwr Main Sprt<750kImag	0.0000	0.0000	Actual Usage			0.00	0.00	0.00	
601.455	nVision	0.0000	0.0000	Actual Usage			0.00	0.00	0.00	

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES School Year 2022-23
WEST ISLIP UFSD

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Unit Cost				
601.455.115	n/Vision Optigate License	0.0000		0.0000 Actual Usage	4,369.05	11,557.50	-7,188.45	4,369.05	
601.455.160	n/Vision Lvl B BOCES Sup 4000-7000	1.0000	15,647.0000	Annual	0.00	15,647.00	0.00	15,647.00	
601.455.230	n/Vision Software Annual License	0.0000		0.0000 Actual Usage	35,162.12	35,162.12	0.00	35,162.12	
601.455.240	n/Vision W2/1099 Production	131.0000	3.7700	Per Form	131.95	493.87	131.95	625.82	
601.470 Administrative District Platforms									
601.470.110	ScholarChip - Annual License Fee	0.0000		0.0000 Actual Usage	21,686.85	12,140.00	9,546.85	21,686.85	
601.470.115	ScholarChip - Hardware	0.0000		0.0000 Actual Usage	7,665.90	10,177.00	-2,511.10	7,665.90	
601.470.300	Forecast5 - Annual License Fee	0.0000		0.0000 Actual Usage	18,445.70	18,445.70	0.00	18,445.70	
601.470.400	Hudl-Annual License Fee	0.0000		0.0000 Actual Usage	16,905.00	13,455.00	3,450.00	16,905.00	
601.470.650	SchoolFront	0.0000		0.0000 Actual Usage	21,522.63	0.00	21,522.63	21,522.63	
601.470.700	SchoolSource Technologies	0.0000		0.0000 Actual Usage	17,250.00	17,250.00	0.00	17,250.00	
601.470.750	FinalForms	0.0000		0.0000 Actual Usage	6,866.37	7,647.50	-781.13	6,866.37	
601.475 Facilities Management Systems									
601.475.120	SchoolDude Inventory Direct	0.0000		0.0000 Annual	2,638.57	2,638.57	0.00	2,638.57	
601.475.130	SchoolDudeMaintenanceEssentials P	0.0000		0.0000 Annual	7,187.53	7,187.54	-0.01	7,187.53	
601.475.160	SchoolDude-FS Direct, Event Manag	0.0000		0.0000 Annual	9,260.56	3,393.06	5,867.50	9,260.56	
601.475.180	SchoolDude-Utility D/BIll Pop. EP	0.0000		0.0000 Annual	6,399.66	6,399.66	0.00	6,399.66	
601.475.300	Master Library	0.0000		0.0000 Actual Usage	2,863.52	2,863.50	0.02	2,863.52	
601.475.400	Hayes GETHELP/TIPWEB-IT	0.0000		0.0000 Actual Usage	16,121.06	0.00	16,121.06	16,121.06	
601.610 Infinite Campus									
601.610.110	Inf. Camp. License Fee K-12	0.0000		0.0000 Actual Usage	50,781.40	56,084.00	-5,302.60	50,781.40	
601.610.132	Inf. Camp Hosting Fee <5000 stude	0.0000		0.0000 Actual Usage	1,030.00	1,030.00	0.00	1,030.00	
601.610.170	Infinite Campus Administrative Fe	0.0000		0.0000 Actual Usage	11,080.45	12,020.93	-940.48	11,080.45	
601.610.180	Inf. Camp. K-12 BOCES Support	4,006.0000	9.0700	Student	-1,532.83	36,334.42	-1,532.83	34,801.59	
601.610.191	Infinite Campus Visualization Fee	0.0000		0.0000 Actual Usage	7,674.00	8,012.00	-338.00	7,674.00	
601.610.194	Inf. Camp Campus Learning	0.0000		0.0000 Actual Usage	2,251.00	2,500.00	-249.00	2,251.00	
601.610.195	Inf. Camp Backpack	0.0000		0.0000 Actual Usage	8,633.25	9,013.50	-380.25	8,633.25	
601.610.410	Inf. Camp. Addl Svr	0.0000		0.0000 Actual Usage	3,500.00	3,500.00	0.00	3,500.00	
601.610.900	Infinite Camps.-othr Do Not Subscri	0.0000		0.0000 Actual Usage	2,097.00	0.00	2,097.00	2,097.00	
601.810 aimsweb									
601.810.180	aimsweb Coord Fee	0.0000		0.0000 Actual Usage	2,839.81	2,835.00	4.81	2,839.81	
601.810.190	Dyslexia	0.0000	1.2500	Student	21.40	0.00	21.40	21.40	
601.810.235	aimsweb PLUS Complete Current Use	2.800.0000	6.7500	Student	0.00	18,900.00	0.00	18,900.00	

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

Final Contract for Cooperative Educational Services

**EASTERN SUFFOLK BOCES
WEST ISLIP UFSD**

School Year 2022-23

Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
601.810.900	aimsweb-other Do Not Subscribe	0.0000		0.0000 Actual Usage	10.70	0.00	10.70	10.70
601.885	Panorama							
601.885.180	Panorama License: P# 9 000-25 000	0.0000		0.0000 Actual Usage	0.00	0.00	0.00	0.00
601.885.210	Panorama Student Success	0.0000		0.0000 Actual Usage	16,500.00	16,620.00	16,500.00	16,500.00
601.885.220	Project Mngmnt Serv 1-9,000	0.0000		0.0000 Actual Usage	0.00	2,000.00	-2,000.00	0.00
601.885.300	Trainings & Workshops-Onsite	0.0000		0.0000 Actual Usage	1,500.00	0.00	1,500.00	1,500.00
601.885.310	Trainings & Workshops-Virtual	0.0000		0.0000 Actual Usage	0.00	1,500.00	-1,500.00	0.00
601.885.800	Coordination Fee	0.0000		0.0000 Actual Usage	3,525.00	3,018.00	507.00	3,525.00
601.885.900	Panorama-Other	0.0000		0.0000 Actual Usage	5,500.00	0.00	5,500.00	5,500.00
601.990	Test Scanning and Reporting							
601.990.100	Score Report Set-up Fee	0.0000		0.0000 Actual Usage	75.00	0.00	75.00	75.00
601.990.101	Score Report (Science) Vendor	0.0000		0.0000 Actual Usage	104.00	0.00	104.00	104.00
601.990.102	Score Report (ELA) Vendor	0.0000		0.0000 Actual Usage	540.00	0.00	540.00	540.00
601.990.103	Score Report (Math) Vendor	0.0000		0.0000 Actual Usage	483.20	0.00	483.20	483.20
601.990.104	Score Report Postage/Shipping	0.0000		0.0000 Actual Usage	456.00	0.00	456.00	456.00
601.990.108	Score Report (NYSESLAT) Vendor	0.0000		0.0000 Actual Usage	30.40	0.00	30.40	30.40
601.990.160	Test Scan/Rpt NYS ELA Grades 3-8	1,685,0000		5,3900 Per Test	-21.56	9,082.15	-21.56	9,060.59
601.990.170	Test Scan/Rpt NYS Math Grades 3-8	1,685,0000		5,3900 Per Test	-1,708.63	9,082.15	-1,708.63	7,373.52
601.990.180	Test Scan/Rpt NYS Science	270,0000		5,3900 Per Test	-101.06	1,455.30	-101.06	1,354.24
601.990.220	Test Scanning and ReportingNYSITE	36,0000		6,8800 Per Test	-178.88	247.68	-178.88	68.80
601.990.300	Test Scan/Rpt NYSESAT	50,0000		10,3000 Per Test	-45.80	515.00	-45.80	469.20
601.990.312	NYSAA Exam	55,0000		5,3900 Per Test	-26.95	296.45	-26.95	269.50
601.990.320	Test Scan/Rpt Regents All Exams	3,265,0000		3,2800 Per Test	-1,688.72	10,709.20	-1,688.72	9,020.48
601.990.327	Regents Data Loading Service	1,0000		1,530,0000 Year	0.00	1,530.00	0.00	1,530.00
601.990.329	AP Adv Data Loading Service	1,0000		2,040,0000 Year	0.00	2,040.00	0.00	2,040.00
604.130	Transportation- Coach & Field Trips	0.0000		0.0000 Actual Usage	41,957.00	5,098.00	36,859.00	41,957.00
609.300	Communications Consulting/PR	0.0000		0.0000 Actual Usage	33,483.00	33,483.00	0.00	33,483.00
612.110	Cooperative Bidding							
612.110.110	Coop Bidding Grp A (2900+ sdnt)	1,0000		10,062,0000 Year	0.00	10,062.00	0.00	10,062.00
617.100	Employee Assistance Program	853,0000		42,5000 Per Employee	0.00	36,252.50	0.00	36,252.50

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

Final Contract for Cooperative Educational Services

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost				
618.110	Health & Safety Consultant	0.0000	0.0000	Actual Usage	90,576.09	0.00	90,576.09	90,576.09	
618.120	Health/Safety Basic Svc Base Price	1.0000	3,500.0000	Service	0.00	3,500.00	0.00	3,500.00	
618.130	Health/Safety Basic Svc # bldgs	7.0000	528.0000	Building	0.00	3,696.00	0.00	3,696.00	
623.110	Nonpublic Textbk Distr - Admin Fee	157.0000	96.3200	Student	-2,311.68	15,122.24	-2,311.68	12,810.56	
623.120	Nonpublic Txibk Dist. -Textbook Fee	157.0000	176.4600	Per Student Est	-4,587.96	27,704.22	-4,587.96	23,116.26	
644.110	Intelipath - Line Charges (ESB)	936.0000	1.3800	Per Line	95.22	1,291.68	95.22	1,386.90	
644.150	Verizon Phone Charges	0.0000	0.0000	Actual Usage	36,901.54	35,981.00	920.54	36,901.54	
652.490	Cooperative Bidding - Nassau BOCES	0.0000	0.0000	Service	450.00	0.00	450.00	450.00	
662.490	Coordination of Insurance Management	0.0000	0.0000	X-CONTRACT	6,973.00	46,914.00	-39,941.00	6,973.00	
665.490	State Aid Planning - Questar III	0.0000	0.0000	Service	3,445.00	10,222.00	-6,777.00	3,445.00	
667.490	Computer Services-Capital Region	0.0000	0.0000	Service	7,910.10	17,177.00	-9,266.90	7,910.10	
669.490	Planning Services:CEL Putnam-Westch	0.0000	0.0000	Service	4,216.67	0.00	4,216.67	4,216.67	
676.490	Actuarial Svcs GASB 75 - Capital	0.0000	0.0000	Service	10,167.86	0.00	10,167.86	10,167.86	
680.490	Fixed Asset Inventory (Questar)	0.0000	0.0000	Actual Usage	0.00	4,000.00	-4,000.00	0.00	
690.490	On-Line Application Service-Putnam	0.0000	0.0000	Actual Usage	7,000.00	28,000.00	-21,000.00	7,000.00	
695.490	Insurance Mgmt/ Flex Benes -WSB	0.0000	0.0000	Employee	6,438.00	8,500.00	-2,062.00	6,438.00	

EASTERN SUFFOLK BOCES
WEST ISLIP UFSD
School Year 2022-23

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

August 01, 2023
08:55:59 pm

**EASTERN SUFFOLK BOCES
WEST ISLIP UFSD** School Year 2022-23

Summary:
Total of Service Costs - All Funds:
Capital Costs: 5,694,209.19 [Except 001/002]
Adm. & Clerical Costs: 177,865.00 [CoSer 002]
Total Contract Costs: 441,693.00 [CoSer 001]
6,313,767.19

The party of the second part hereby agrees to pay the total contract cost to the party of the first part.

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


Signature, President and/or Clerk, BOCES (Party of the First Part) 201 SUNRISE HIGHWAY, PATCHOGUE, NY, 11772- (Post Office Address)

WEST ISLIP UFSD 100 SHERMAN AVE, WEST ISLIP, NY, 11795
Signature, President and/or Clerk, Board of Education (As Authorized) (Party of the Second Part) (Post Office Address)

7/10/23

MEMORANDUM OF AGREEMENT

Except as modified, herein, the contract between the Board of Education of the West Islip Union Free School District and the West Islip Paraprofessional Chapter of WITA, expiring June 30, 2023, shall remain in full force and effect.

This Memorandum shall be subject to ratification by the Board of Education and the membership of the unit. The parties' respective negotiating teams agree to recommend such ratification to their principals.

1. Term: July 1, 2023 through June 30, 2027.
2. Article III – Salaries, Paragraph A: Delete everything after “Appendix ‘A’” and replace with:

Effective July 1, 2023: the 2022-23 salaries shall be increased by the State-issued allowable levy growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2022, with a minimum of 1% and a maximum of 2%. After applying such increase, two new steps will be added to the salary schedule: step 9 shall be 2% above step 8; and step 10 shall be 2% above step 9.¹

Effective July 1, 2024: the 2023-24 salaries shall be increased by the State-issued allowable levy growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2023, with a minimum of 1% and a maximum of 2%.

Effective July 1, 2025: the 2024-25 salaries shall be increased by the State-issued allowable levy growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2024, with a minimum of 1% and a maximum of 2%.

Effective July 1, 2026: the 2025-26 salaries shall be increased by the State-issued allowable levy growth factor based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2025, with a minimum of 1% and a maximum of 2%.

¹ Unit members with nine (9) or more years of unit service to the District as of July 1, 2023 shall be moved to the new step 10 effective July 1, 2023.

3. Article III - Salaries, Paragraph B: Add a new sentence: "All employees shall be paid via direct deposit."

4. Article IV - Work Day/Work Year, Paragraph B: Add:

When school is closed in observance of Juneteenth, paraprofessionals will have that day as a paid holiday. During years when school is not closed in observance of Juneteenth, paraprofessionals will have Good Friday as a paid holiday.

5. Article IX – Leaves of Absence, Paragraph B: Delete "eight (8)" from the second paragraph and replace with "ten (10)."

6. Article IX – Leaves of Absence, Paragraph B: Delete the third paragraph and replace with:

Sick days shall be accumulated to a maximum of seventy (70) days. Employees shall be paid upon separation from service with the District for up to forty-five (45) unused sick days at the rate of sixty-five (\$65) dollars per day.

7. Article XVI – Duration: Delete "2019" and "2023" and replace with "2023" and "2027," respectively.

8. Article XIX - Dental Insurance: Create a new Article XIX as follows:

ARTICLE XIX - DENTAL INSURANCE

The District shall contribute up to a maximum of \$500 per employee per year toward the District-offered dental plan.

9. Article XX - SIGN IN/SIGN OUT: Create a new Article XX as follows:

Except as set forth in this paragraph, paraprofessionals shall be required to sign in at the beginning of the workday and sign out at the end of the workday utilizing an electronic means as determined by the District. Paraprofessionals assigned to work in multiple buildings shall be required to sign in when entering each school building and sign out when leaving each school building utilizing an electronic means as determined by the District.

10. Appendix A – Salary Schedule: Delete "\$325" from the third paragraph and replace with "\$625"; delete "\$600" from the fourth paragraph and replace with "\$900"; and delete "\$875" from the fifth paragraph and replace with "\$1,175."

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

WEST ISLIP UNION FREE
SCHOOL DISTRICT

Dated: 7/12/23

By: Paul Romanelli
Dr. Paul Romanelli
Superintendent of Schools

WEST ISLIP PARAPROFESSIONAL
CHAPTER OF THE WEST ISLIP
TEACHERS' ASSOCIATION

Dated: 7/31/23

By: Debra Holland
Debra Holland
President



West Islip UFSD
Board of Education
Officers and Committee Members
 2023-2024



OFFICERS: President: Anthony Tussie
 Vice President: Peter McCann

TRUSTEES: Richard Antonello
Quinn Bedell
Debbie Brown
Grace Kelly
Christina Marks

COMMITTEES:

Audit Committee	<u>Full Board</u>		
Buildings and Grounds Committee	<u>Debbie Brown</u>	<u>Peter McCann</u>	<u>Christina Marks</u>
Education Committee	<u>Debbie Brown</u>	<u>Richard Antonello</u>	<u>Peter McCann</u>
Finance Committee	<u>Peter McCann</u>	<u>Christina Marks</u>	<u>Grace Kelly</u>
Legislative Action Committee	<u>Debbie Brown</u>	<u>Peter McCann</u>	<u>Grace Kelly</u>
Policy Committee	<u>Christina Marks</u>	<u>Debbie Brown</u>	<u>Richard Antonello</u>
Public Relations Committee	<u>Grace Kelly</u>	<u>Quinn Bedell</u>	<u>Christina Marks</u>
Safety and Security Committee	<u>Peter McCann</u>	<u>Grace Kelly</u>	<u>Christina Marks</u>
Liaison to Council of PTA	<u>Quinn Bedell</u>	<u>Grace Kelly</u>	
Liaison to Health & Wellness	<u>Debbie Brown</u>	<u>Grace Kelly</u>	
Liaison to Special Education	<u>Debbie Brown</u>	<u>Quinn Bedell</u>	<u>Christina Marks</u>
Liaison to Student/School Board	<u>Christina Marks</u>	<u>Peter McCann</u>	
NYSSBA Convention Voting Delegate	<u>Richard Antonello</u>	<u>Peter McCann¹</u>	
NYSSBA Legislative Contacts	<u>Richard Antonello</u>	<u>Peter McCann</u>	
Islip School Boards Association	<u>Peter McCann</u>	<u>Grace Kelly¹</u>	

¹Alternate

BUILDING INSPECTIONS

Bayview Elementary School	<u>Christina Marks</u>	<u>Masera</u>	<u>Anthony Tussie</u>
Manetuck Elementary School	<u>Richard Antonello</u>	<u>Kirdahy</u>	<u>Richard Antonello</u>
Oquenock Elementary School	<u>Debbie Brown</u>	<u>Westbrook</u>	<u>Peter McCann</u>
Paul J. Bellew Elementary School	<u>Grace Kelly</u>		
Beach Street Middle School	<u>Peter McCann</u>		
Udall Road Middle School	<u>Quinn Bedell</u>		
West Islip High School	<u>Anthony Tussie</u>		