

AGENDA



BOARD OF EDUCATION

April 16, 2024

7:30 p.m.

Beach Street Middle School
17 Beach Street

Submitted by:
Dr. Paul Romanelli
Superintendent of Schools

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
April 16, 2024

Beach Street Middle School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the March 26, 2024 Planning Session.
- IV. **STUDENT RECOGNITION**
 - A) WI Students with HEARTT Presentation
 - B) Athletics
 - Girls Varsity Basketball All County ~ Courtney Xippolitos
 - Girls Varsity Basketball All County Academic ~ Riley Davies
 - Boys Varsity Winter Track All County ~ Rocco Carpinello
 - Boys Varsity Swimming & Diving All County ~
William DeWitt, Markos Prokopiou, Colin Stueber, Branden Felix
 - Varsity Cheerleading All County ~ Allyson Sesto, Aneliese Ammirata, Ava Verderosa
- V. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted at the opening of the meeting. Each person or representative of a group will be limited to three minutes.*
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
 - A) Buildings & Grounds Committee {3/26/2024}
 - B) Health & Wellness Alliance {4/9/2024}
 - C) Education Committee {4/11/2024}
 - D) Finance Committee {4/11/2024}
 - E) Policy Committee {4/11/2024}
 - F) Special Education Committee {4/15/2024}
 - G) Safety Committee {4/16/2024}
- IX. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Surplus
 1. Miscellaneous books – Udall Road Middle School
 2. Miscellaneous books – Beach Street Middle School
 - C) Approval of Contracts
 1. Bay Shore UFSD Health Services Contract 2023-2024 \$18,010.58
 2. East Islip UFSD Health Services Contract 2023-2024 \$4,039.16
 3. Syosset Central School District Health Services Contract 2023-2024 \$3,732.00
 4. South Huntington UFSD Health Services Contract 2023-2024 \$40,850.30
 5. Locust Valley Central School District Special Education Contract 2022-2023
 - D) Approval of Donation
 1. Approval of Resolution re: Donation re: Jovia Financial Credit Union \$500.00 → WIHS
 2. Increase to Budget 2023-2024 \$500.00

X. PRESIDENT'S REPORT

- A) Approval of Reorganizational Meeting - July 9, 2024 at 7:30 p.m. at Beach Street Middle School
- B) Discussion of 2024-2025 Regular Meeting and Planning Session dates
- C) Approval of Resolution re: ESBOCES 2024-2025 Administrative Budget and Trustee Election
- D) Approval of Resolution re: Adoption of the 2024-2025 School District Budget of -\$138,761,990- and the 2024-2025 Property Tax Report Card
- E) Approval of Personnel for May 21, 2024 School Budget Vote and Election
- F) Approval of SmartWeb, Inc. Consultant Services Contract 7/1/2024 – 6/30/2025
- G) Approval of Winkler Real Estate Professional Services Agreement - Amendment #1 – extension of term to 3/31/2025
- H) Approval of Synovia Solutions, LLC (a CalAmp Company) ~ 36 month subscription \$2,496.00
- I) Approval of SEQRA Resolution re: Grant Funding (ESSER II, GEER II, CRRSA, ARPA, ESSER)
- J) Approval of resolution re: the Board of Education approves the recommendations of the Special Education Committee of students as listed in the District's backup and authorizes the District to arrange for appropriate services

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

**PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
March 26, 2024 – Beach Street Auditorium**

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

ABSENT: None

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

ABSENT: None

ATTORNEY: None

Meeting called to order at 7:33 p.m. followed by the Pledge.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve the minutes of the March 13, 2024 Regular Meeting.

PERSONNEL:

TEACHERS

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the following T-1 Tenure Appointment:

T-1

TENURE APPOINTMENT

Tatiana Lisica, ESL
Effective April 10, 2024

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

T-2

PROBATIONARY APPOINTMENT

Alessia Tocco, Family and Consumer Science
Effective March 14, 2024 to March 13, 2028
(High School & Beach; Step 1A³, Replacing Janine Lalia {Resigned})

T-3

LEAVE OF ABSENCE (unpaid)
(Pursuant to the Family Medical Leave Act of 1993-
12-week continuous medical coverage)

Erin Harris, Social Worker
Effective April 8, 2024 through June 30, 2024
(Oquenock)

T-4

RESIGNATION

Lisa Cosgrove, Library Media Specialist
Effective July 1, 2024
(Beach)

**CIVIL
SERVICE**

CL-1

TERMINATION

Louis Serpico, Maintenance Mechanic III
Effective March 24, 2024
(Maintenance)

OTHER

SUBSTITUTE TEACHER (\$130 per diem)

Grace Bruno, effective March 18, 2024, **leave substitute**

ALTERNATIVE SCHOOL INSTRUCTORS 2023-2024 (AMENDED)

Michael Fusaro, Science 1 section, effective January 29, 2024
(Change in number of sections from 2 to 1, Science)

Ashley Smar, Science 1 section, effective January 29, 2024
(Change in number of sections from 2 to 1, Science)

ENRICHMENT INSTRUCTORS SPRING 2024, effective March 2, 2024 (\$400 per session)

Danielle Dischley (Got Science I & II)
Justin DeMaio (LEGOS 1 & 2)
Matilda Duthie (Cooking in Italy I & II)
Michelle Edgley (Soak and Scrub 1 & 2)
Kristen Keller (Coding 1 & 2)
Ashley Caputo (Let's Get Artsy! 1 & 2)

SPRING 2024 HIGH SCHOOL COACHES

BOYS LACROSSE

Scott Mattera, Interim Varsity Coach
Mike Delgado, Interim Assistant Varsity Coach

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve 2023-2024 Health Services Contract: Half Hollow Hills CSD ~ \$1,448.06 and Brentwood UFSD Health Services ~ \$2,883.72.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve 2024-2025 Bid Extensions #2301 – McCloskey Mechanical Contractors, Inc. and #2302 Ideal Fence Corp.

Policy Committee (3/12/24):

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve a second reading of the following policies:

Second Reading – Revision Policy No. 7218 – Class Ranking/Weighting of Grades
Second Reading – New Policy No. 7572 – Timeout and Physical Restraint (All Students)
Second Reading – New Series – 3000 Administration

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve Cullen & Danowski Internal Audit Engagement Letter ~ Food Services.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve Affordable Care Act Administration Agreement 2024-2025.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to adjourn to executive session at 7:38 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:05 p.m. on motion by Peter McCann, seconded by Richard Antonello 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: approval of Revision Policy No. 7218 – Class Ranking/Weighting of Grades, New Policy No. 7572 – Timeout and Physical Restraint (All Students), New Series – 3000 Administration.

RESOLUTION

Be it Resolved, that the Board of Education of the West Islip School District approves Revision Policy No. 7218 - Class Ranking/Weighting of Grades, New Policy No. 7572 - Timeout and Physical Restraint (All Students), New Series – 3000 Administration.

Meeting adjourned 8:07 p.m. on motion by Christina Marks, 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** **LEAVE OF ABSENCE** (unpaid)
(Pursuant to the Family Medical Leave Act of 1993-
12-week continuous medical coverage)
- Kathryn Waters, Social Worker
Effective April 2, 2024 through June 3, 2024
(Oquenock)

TEACHING ASSISTANTS

- TA-1** **RETIREMENT**
- Christine Stone, Special Education
Effective July 1, 2024
(23 years)

- TA-2** **RESIGNATION**
- Natalie Meyer, Pre-K
Effective July 1, 2024
(Bayview)

CIVIL SERVICE

- CL-1** **CHANGE OF STATUS**
- Elizabeth Davis, District Clerk, Confidential
Effective May 31, 2024
(District Office; \$60,500; replacing Mary Hock {retired})

- CL-2** **LEAVE OF ABSENCE, intermittent** (unpaid)
(Pursuant to the Family Medical Leave Act of 1993-
12-week continuous medical coverage)
- Joseph Ford, Custodial Worker I
Effective May 1, 2024
(High School)

- CL-3** **PROBATIONARY APPOINTMENT**
- *Linda Sgambati, Administrative Assistant, Confidential
Effective May 6, 2024
(District Office; \$60,500; replacing Mary Hock {retired})

CIVIL SERVICE, continued

CL-4

RESIGNATION

Eileen Ayers, Part-Time Food Service Worker
Effective March 22, 2024
(Oquenock)

Dominick LaFerrera, Guard
Effective March 27, 2024
(Districtwide)

CL-5

RETIREMENT

Pamela Riker, Senior Office Assistant
Effective June 29, 2024
(24 years)

Geralyn Santospirito, Library Aide
Effective June 27, 2024
(24 years)

Clive Scarr, Maintenance Mechanic III
Effective June 5, 2024
(21 years)

CL-6

SUBSTITUTE CUSTODIAN (\$16/hr)

Samuel Baynon, effective April 17, 2024

OTHER

REGENTS REVIEW 2023-2024

Algebra I

Christina Bivona
Kerri Handel
Alyssa O'Connor
Christopher Salerno

Algebra II

Tara Annunziata
Beth Crimi
Kelly Daidone

ASL

Jennifer Suriano
Karen Testa

Biology

Renee Avelli
Kristine Hagens
Jennifer Hirdt
Frank Rapczyk
Ashley Smar

Chemistry

Jessica Alvarez
Brian Daniels

Earth Science

Danielle Dischley
John Hulsmann
Annelise Muscietta
Erin Wallace

Geometry

Paul Bodnar
James Grover
Nancy Yost

Global Studies

David Moglia

Italian

Brittany DiLuciano
Elena Iacobellis
Luisa Marino

Math Substitute

Meridith Smith

Physics

Daniel Varney

Spanish

Anna Domingo
Caryn Drezner
Monica Elgut
Kristina Rocco

U.S. History

Daniel Gschwind

OTHER, continued

SUBSTITUTE TEACHER (\$130/ per diem)

Ginamarie Amari, effective April 17, 2024
Daniel Bellear, effective April 17, 2024, *student teacher*
Delanie DeCesare, effective April 17, 2024
Matthew Franolich, effective April 17, 2024
Emma Lehle, effective April 17, 2024
Kaylee Reccardi, effective April 17, 2024
Vincenza Robiglio, effective April 17, 2024
Alexander Ruffini, effective September 4, 2024
Hunter Vierling, effective April 17, 2024

WEST ISLIP UFSD
2023-2024 Budget Transfers - General Fund
School Board Meeting - April 16, 2024

AGENDA ITEM IX. A)
BUSINESS ITEMS
RM 4/16/2024

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4362	03/06/2024	<i>Due to significant increase in return to district, contracted svc providers require more time</i>			
		A 2250.411-999-4299	TUITION	200,000.00	
		A 2250.423-999-4299	PROF & TECHNICAL SERVICES		200,000.00
4363	03/08/2024	<i>Transfer for additional Field Trip buses expense</i>			
		A 2110.486-359-5413	TEXTBOOKS -WORKBOOKS - BUS ED - HS	2,300.00	
		A 5540.406-999-5413	TRANSPORTATION FOR EDUCATIONAL TRIPS - BUSINESS ED		2,300.00
4364	03/11/2024	<i>To reclass for postage account PO 240241</i>			
		A 1480.423-109-4465	PROF & TECHNICAL SERVICES	3,700.00	
		A 1480.422-109-4499	POSTAGE		3,700.00
4366	03/13/2024	<i>Transfer for postage</i>			
		A 1310.523-109-4499	SUPPLIES, OTHER	70.75	
		A 1480.422-109-4499	POSTAGE		70.75
4367	03/15/2024	<i>Tools for transportation vehicles</i>			
		A 5540.406-999-4675	TRANSPORTATION FOR EDUCATIONAL TRIPS - ATHLETICS	2,000.00	
		A 5510.523-999-5099	SUPPLIES, OTHER		2,000.00
4368	03/20/2024	<i>Tenure recognitions and BOE supplies</i>			
		A 1010.417-109-4399	MEMBERSHIP DUES	500.00	
		A 1010.518-109-4399	SUPPLIES, GENERAL		500.00
4369	03/25/2024	<i>Barnwell Tires PO 241037</i>			
		A 5540.406-999-4675	TRANSPORTATION FOR EDUCATIONAL TRIPS - ATHLETICS	1,000.00	
		A 5510.528-999-5099	TIRES AND CHAINS		1,000.00
4370	03/25/2024	<i>To cover additional costs of Business Ed Field Trips</i>			
		A 2110.518-359-5413	SUPPLIES - BUS ED - HS	1,430.00	
		A 5540.406-999-5413	TRANSPORTATION FOR EDUCATIONAL TRIPS - BUSINESS ED		1,430.00
4371	03/25/2024	<i>Purchasing additional library supplies</i>			
		A 2610.553-359-5232	MULTI MEDIA MATERIALS - HS	500.00	
		A 2610.518-359-5232	SUPPLIES - HS		500.00
4372	03/25/2024	<i>To cover additional Music Department transportation costs</i>			
		A 2110.417-999-4821	MEMBERSHIP DUES - MUSIC	607.51	
		A 2110.435-359-4821	STUDENT REGISTRATIONS/FEES - MUSIC HS	504.32	
		A 5540.406-999-4812	TRANSPORTATION FOR EDUCATIONAL TRIPS - ART ED	425.00	
		A 5540.406-999-4821	TRANSPORTATION FOR EDUCATIONAL TRIPS - MUSIC		1,536.83
4373	03/26/2024	<i>Additional Library supplies</i>			
		A 2610.552-319-5232	PERIODICALS, REFERENCES - UDALL	250.00	
		A 2610.553-319-5232	MULTI MEDIA MATERIALS - UDALL	373.22	
		A 2610.461-319-5232	SCH LIBRARY AV LOAN PROG - UDALL		250.00
		A 2610.518-319-5232	SUPPLIES - UDALL		373.22
4376	04/02/2024	<i>Transfer for flexible seating - 2 classrooms - HS</i>			
		A 2110.435-999-5716	STUDENT REGISTRATIONS/FEES - WORLD LANGUAGE	19,140.00	
		A 2110.485-359-5716	TEXTBOOKS - WORLD LANG - HS	3,000.00	
		A 2110.523-359-5716	SUPPLIES, OTHER:- WORLD LANGUAGE- HS		22,140.00
DEBIT/CREDIT TOTALS				\$ 235,800.80	\$ 235,800.80
NET AMOUNT					-

Approved: Paul Romanelli Date: 4/5/24
Dr. Paul Romanelli, Superintendent of Schools

WEST ISLIP UFSD
2023-2024 Budget Transfers - Capital Fund
School Board Meeting - April 16, 2024

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO	
4365	03/12/2024	To reclass for Laser Industries CO # 1 Cap Res 2022 Ph 2 Campus Perimeter Fencing				
		H 1620.293-17-2223	GEN CONST - CAPITAL RESERVE 22-23 - PJ BELLEW	4,200.00		
		H 1620.293-35-2223	GEN CONST - CAPITAL RESERVE 22-23 - HS		4,200.00	
4374	03/31/2024	Bond Funds Ph 5 Duct clen DW & electrical work HS Wood Shop				
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	32,126.47		
		H 1620.293-03-024	GEN CONST - 50M BOND - PHASE 6 - MANETUCK		4,276.00	
		H 1620.293-05-027	GEN CONST - 50M BOND - PHASE 6 - PJ BELLEW		5,320.00	
		H 1620.293-07-021	GEN CONST - 50M BOND - PHASE 6 - UDALL		2,660.00	
		H 1620.293-08-039	GEN CONSTRUCT - 50M BOND - PHASE 6 - HIGH SCHOOL		8,658.47	
		H 1620.293-10-029	GEN CONST- 50M BOND - PHASE 6 - BEACH		1,616.00	
		H 1620.293-11-022	GEN CONST- 50M BOND - PHASE 6 - BAYVIEW		5,320.00	
		H 1620.293-12-024	GEN CONST- 50M BOND - PHASE 6 - OQUENOCK		4,276.00	
4375	04/02/2024	For Bond Ph 6 WI HS Boilerroom & basement asbestos abatement				
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	30,000.00		
		H 1620.293-08-039	GEN CONSTRUCT - 50M BOND - PHASE 6 - HIGH SCHOOL		30,000.00	

DEBIT/CREDIT TOTALS	\$ 62,126.47	\$ 62,126.47
NET AMOUNT		-

Approved:  Date: 4/5/24
 Dr. Paul Romanelli, Superintendent of Schools



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

AGENDA ITEM IX. B)1
BUSINESS ITEMS
RM 4/16/2024

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

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

Total Copies Surplused: 500

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

Cc: Dr. Marquardt, Andrew Moschetto



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

TO: Elisa Pellati
FROM: Lauren Lay
DATE: April 2024
RE: Beach Library -Weeding

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

Total Copies Weeded: 250

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

Cc: Lisa Cosgrove, Andrew O'Farrell

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this 10th day of January, 2024 by and between the BOARD OF EDUCATION OF THE BAY SHORE UNION FREE SCHOOL DISTRICT (“BAY SHORE”), as the party of the first part, having its principal place of business at 75 West Perkal Street, Bay Shore, New York 11706 and the BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT (“WEST ISLIP”) as the party of the second part, having its principal place of business at 100 Sherman Avenue, West Islip, New York, 11795.

WITNESSETH

WHEREAS, the WEST ISLIP School District has been duly empowered by the provision of Section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in the WEST ISLIP School District and attending non-public schools in the Bay Shore Union Free School District;

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

1. This Agreement shall take effect on the 10th day of January, 2024 for the period of July 1, 2023 through June 30, 2024, and terminate on June 30, 2024, unless terminated earlier in accordance with the terms set forth herein.
2. If requested by a non-public school located within BAY SHORE, BAY SHORE shall provide health and welfare services to the pupils who attend such non-public school and who reside within the WEST ISLIP School District. The health and welfare services provided by BAY SHORE shall be consistent with the services available to students attending public schools within the BAY SHORE UNION FREE SCHOOL DISTRICT; and may include, but are not limited to:
 - a. Nurse Services
 - b. Physician/Dental Services
 - c. School Speech Correction Services
 - d. School Psychological Services
 - e. School Social Work Services
 - f. Examinations for Participants in Athletics
 - g. Notification of Parents Regarding Defect and Follow-Up
 - h. Vision and Hearing Tests
 - i. First Aid Supplies and Health Record Forms
 - j. Provision of Medical Equipment Required by School Nurse/Physician

BAY SHORE shall be responsible for the cost of the equipment to be used in providing such services. It is expressly understood and agreed between the parties that BAY SHORE may not provide such services to pupils attending non-

public schools that are not available to the public school students enrolled in BAY SHORE UNION FREE SCHOOL DISTRICT; and the services to be provided pursuant to this Agreement shall not include any teaching services. BAY SHORE shall make its personnel available to WEST ISLIP for participation in District Child Study, 504 Team and Committee on Special Education meetings, as appropriate. WEST ISLIP shall notify BAY SHORE of the need for its presence at these meetings no later than twenty-one (21) days before the date of the meeting. Copies of all observation and testing reports prepared in connection with this Agreement shall be furnished to WEST ISLIP upon request.

3. BAY SHORE warrants that the health care services will be provided by licensed health care providers. BAY SHORE further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable. BAY SHORE further represents that such health care services will be in accord with all pertinent provisions of Federal, State, and local statutes, rules, and regulations, including, section 912 of the Education Law, and the student's IEP, if applicable. BAY SHORE shall certify that all health care providers possess documentation evidencing such license qualifications as required by Federal, State, or local statutes, rules, regulations, and orders.
4. BAY SHORE understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local statutes, rules and ordinances, with respect to the services herein described.
5. In full consideration for the services to be rendered by BAY SHORE to WEST ISLIP for the period of this Agreement, upon presentation of an invoice by BAY SHORE evidencing the allocation of such costs in accordance with the terms set forth herein, WEST ISLIP will pay BAY SHORE at the rate of \$1,286.47 per student for the period July 2023 through June 2024.
6. BAY SHORE shall immediately notify the WEST ISLIP School District if a student is no longer receiving the services as described herein. Upon such notification, payment for students removed shall be pro-rated for the period of time services were provided to the student.
7. WEST ISLIP shall obtain whatever releases or other legal documents that are necessary in order that BAY SHORE may render full and complete performance of the obligations set forth in this Agreement. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on WEST ISLIP.
8. WEST ISLIP agrees to provide the State access to all relevant records which the State requires to determine either BAY SHORE's or WEST ISLIP's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. WEST ISLIP agrees to retain all materials and

records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for such materials and records.

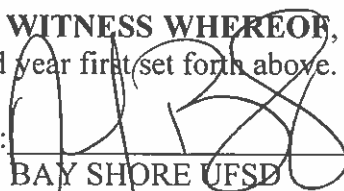
9. Both parties to this Agreement understand that they may receive and or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
10. Both parties to this agreement, their employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information and they shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. It is further agreed that any information received by the parties, their employees and/or agents in connection with this Agreement, which concerns the personal, financial, or other affairs of their employees, agents, clients and/or students will be treated by the parties, their employees and agents in full confidence and will not be revealed to any other persons, firms or organizations. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule or regulation, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”).
11. This Agreement may be terminated by either party to the other party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and BAY SHORE will undertake no additional expenditures not already provided. Upon such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to must be completed by BAY SHORE, its employees, and/or agents within thirty (30) days of the termination date.
12. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability or sponsorship.
13. All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:

Bay Shore Union Free School District
75 West Perkal Street
Bay Shore, NY 11706

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

14. The parties shall not assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the non-assigning party
15. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Agreement shall remain in full force and effect.
16. This Agreement constitutes the full and complete Agreement between BAY SHORE AND WEST ISLIP, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.
17. The undersigned representative of WEST ISLIP hereby represents and warrants that the undersigned is an officer, director, or agent of WEST ISLIP with full legal rights, power, and authority to enter into this Agreement on behalf of WEST ISLIP and bind WEST ISLIP with respect to the obligations enforceable against WEST ISLIP in accordance with terms.
18. The undersigned representative of BAY SHORE hereby represents and warrants that the undersigned is an officer, director, or agent of BAY SHORE with full legal rights, power, and authority to enter into this Agreement on behalf of BAY SHORE and bind BAY SHORE with respect to the obligations enforceable against BAY SHORE in accordance with terms.
19. This Agreement is subject to approval by the Board of Education, by resolution duly approved.


IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first set forth above.

By: 
 BAY SHORE UFSD
 Printed Name: Jennifer Brownyard
 Title: *Board of Education President*
 Date: 1/10/24

By: _____
 West Islip UFSD
 Printed Name: _____
 Title: _____
 Date: _____

APPROVAL OF SUPERINTENDENT

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

By: 
 BAY SHORE UFSD
 Printed Name: Steven J. Maloney, Ed.D.
 Date: 1/10/24

By: _____
 West Islip UFSD
 Printed Name: _____
 Date: _____

BAY SHORE UNION FREE SCHOOL DISTRICT
Business Office
75 West Perkal Street
Bay Shore, NY 11706
(631) 968-1104

To: Business Office
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795

Invoice: HS23/24

Date: 03/28/24

2023-24 Health Services for 14 West Islip student(s) attending
non-public schools in Bay Shore @ \$1,286.47 per student =

\$18,010.58

Please make checks payable to: Bay Shore UFSD
Original

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this 14th day of December, 2023 by and between the BOARD OF EDUCATION, EAST ISLIP SCHOOL DISTRICT (hereinafter referred to as the "SCHOOL DISTRICT PROVIDING SERVICES"), as the party of the first part, having its principal place of business at 1 Craig B. Gariepy Avenue, Islip Terrace, NY, and the BOARD OF EDUCATION OF THE WEST ISLIP SCHOOL DISTRICT ("hereinafter referred to as the "SCHOOL DISTRICT RECEIVING SERVICES") as the party of the second part, having its principal place of business at Beach St. & Sherman Avenue, West Islip, NY 11795.

WITNESSETH

WHEREAS, the School Districts who are the parties to this Agreement are duly empowered by Section 912 of the Education Law to enter into a contract for the purpose of providing and/or receiving health and welfare services;

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

1. **DEFINITIONS:** For the purposes of this Agreement,
 - a. "SCHOOL DISTRICT PROVIDING SERVICES" shall mean the School District in which the nonpublic school which has requested health and welfare services is located.
 - b. "SCHOOL DISTRICT RECEIVING SERVICES" shall mean the School District that is contracting for health and welfare services for its resident students who attend a nonpublic school located within the SCHOOL DISTRICT PROVIDING SERVICES.
2. This Agreement shall take effect on the 6th day of September 2023, for the period of September 6, 2023 through June 30, 2024, and terminate on June 30, 2024, unless terminated earlier in accordance with the terms set forth herein.
3. If requested by a nonpublic school located within the SCHOOL DISTRICT PROVIDING SERVICES, such School District shall provide health and welfare services to the pupils who attend such non-public school equivalent to the health and welfare services that it provides to the public school pupils enrolled in the SCHOOL DISTRICT PROVIDING SERVICES. Such services shall consist of, but not limited to the following:

- a. Nurse Services
- b. Physician/Dental Services
- c. School Speech Correction Services*
- d. School Psychological Services*
- e. School Social Work Services
- f. Examinations for Participants in Athletics
- g. Notification of Parents Regarding Defect and Follow-Up
- h. Visions and Hearing Tests
- i. First Aid Supplies and Health Record Forms
- j. Provision of Medical Equipment such as Audiometers and Mechanical Vision Testers Required by School Nurse/Physician

The services set forth above may be rendered on nonpublic school premises except for school psychological and speech correction services as further described below.

* School psychological and speech correction services may be rendered on nonpublic school premises only to the extent that such services are *diagnostic* in nature. To the extent that such services are therapeutic or remedial in nature, they may be rendered to a student attending a nonpublic school *only on a religiously neutral site*. A religiously neutral site may be, but is not limited to, a public school, a mobile unit, or some other public location.

In addition to the requested services described above, the SCHOOL DISTRICT PROVIDING SERVICES shall provide the following health and welfare services *without the requirement that the non-public school request such services*: (1) immunization mandates set forth in Sections 2164 and 2165 of the New York State Public Health Law and 10 NYCRR Sections 66-1 and 66-2; and (2) vision screening services to all new admissions within six (6) months of enrollment pursuant to Section 905(4) of the Education Law.

The SCHOOL DISTRICT PROVIDING SERVICES shall make its personnel available to the SCHOOL DISTRICT RECEIVING SERVICES for participation in District Child Study, 504 Team and Committee on Special Education meetings, as appropriate. The SCHOOL DISTRICT RECEIVING SERVICES shall notify the SCHOOL DISTRICT PROVIDING SERVICES of the need for its presence at these meetings within reasonable time prior to the date of the meeting. Copies of all reports, testing and observation reports prepared in connection with this Agreement shall be furnished to the SCHOOL DISTRICT RECEIVING SERVICES upon request.

It is expressly understood and agreed between the parties that (1) the SCHOOL DISTRICT PROVIDING SERVICES may not provide such services to pupils attending nonpublic schools that are not available to the public school students enrolled in the SCHOOL DISTRICT PROVIDING SERVICES; and (2) *the services to be provided pursuant to this Agreement shall not include any teaching service.*

4. The SCHOOL DISTRICT PROVIDING SERVICES warrants that such health care services (1) will be provided by licensed health and welfare providers; (2) shall be performed by health care providers that are licensed under the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable; and (3) will be in accord with all pertinent provisions of Federal, State, and local statutes, rules, and regulations, including, Section 912 of the Education Law, and the student's Individualized Education Plan ("IEP"), if applicable. The SCHOOL DISTRICT PROVIDING SERVICES shall certify that all health care providers possess documentation evidencing such license qualifications as required by Federal, State, or local statutes, rules, regulations, and orders.

5. The SCHOOL DISTRICT PROVIDING SERVICES understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local statutes, rules, and ordinances, with respect to the services herein described.

6. In full consideration for the services to be rendered by the SCHOOL DISTRICT PROVIDING SERVICES to the SCHOOL DISTRICT RECEIVING SERVICES for the period of this Agreement, upon presentation of an invoice by the SCHOOL DISTRICT PROVIDING SERVICES evidencing the allocation of such costs in accordance with the terms set forth herein, the SCHOOL DISTRICT RECEIVING SERVICES will pay the SCHOOL DISTRICT PROVIDING SERVICES at the rate of \$1,009.29 per student for the period of September 2023 through June 2024.

7. THE SCHOOL DISTRICT PROVIDING SERVICES shall immediately notify the SCHOOL DISTRICT RECEIVING SERVICES if a student is no longer receiving the services described herein. Upon such notification, payment for students removed shall be pro-rated for the period of time services were provided to the student.

8. The SCHOOL DISTRICT RECEIVING SERVICES shall obtain whatever releases or other legal documents that are necessary in order that the SCHOOL DISTRICT PROVIDING SERVICES may render full and complete performance of

the obligations set forth in this Agreement. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on the SCHOOL DISTRICT RECEIVING SERVICES.

9. Both parties to this Agreement agree to provide the State access to all relevant records which the State requires to determine either the SCHOOL DISTRICT PROVIDING SERVICES'S or the SCHOOL DISTRICT RECEIVING SERVICES'S compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. Both parties further agree to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for such materials and records.

10. Both parties to this Agreement understand that they may receive and or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

11. Both parties to this Agreement, their employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information and they shall not use, publish, discuss, disclose, or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. It is further agreed that any information received by the parties, their employees and/or agents in connection with this Agreement, which concerns the personal, financial, or other affairs of their employees, agents, clients and/or students will be treated by the parties, their employees and agents in full confidence and will not be revealed to any other persons, firms, or organizations. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule or regulation, including but not limited to the Family Educational Rights and Privacy Act ("FERPA").

12. This Agreement may be terminated by either party to the other party upon thirty (30) days written notice to the other party in accordance with the Education Law. In the event of such termination, the parties will adjust the accounts due and the SCHOOL DISTRICT PROVIDING SERVICES will undertake no additional expenditures not already provided. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports, and services due to the SCHOOL DISTRICT RECEIVING

SERVICES must be completed by the SCHOOL DISTRICT PROVIDING SERVICES, its employees, and/or agents within thirty (30) days of the termination date.

13. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.

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

THE EAST ISLIP SCHOOL DISTRICT
1 Craig B. Gariepy Avenue
Islip Terrace, NY 11752
Attention: Mr. Stephen D. Harrison

THE WEST ISLIP SCHOOL DISTRICT
Beach St. & Sherman Avenue
West Islip, NY 11795
Attention: Ms. Elisa Pellati

15. The parties shall not assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the non-assigning party.

16. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Agreement shall remain in full force and effect.

17. This Agreement constitutes the full and complete Agreement between the SCHOOL DISTRICT PROVIDING SERVICES and the SCHOOL DISTRICT RECEIVING SERVICES and supersedes all prior written and oral agreements, commitments, or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.

18. The undersigned representative of the SCHOOL DISTRICT RECEIVING SERVICES hereby represents and warrants that the undersigned is an officer, director, or agent of the SCHOOL DISTRICT RECEIVING SERVICES with full

legal rights, power, and authority to enter into this Agreement on behalf of the SCHOOL DISTRICT RECEIVING SERVICES and bind the SCHOOL DISTRICT RECEIVING SERVICES with respect to the obligations enforceable against the SCHOOL DISTRICT RECEIVING SERVICES in accordance with terms.

19. The undersigned representative of the SCHOOL DISTRICT PROVIDING SERVICES hereby represents and warrants that the undersigned is an officer, director, or agent of the SCHOOL DISTRICT PROVIDING SERVICES with full legal rights, power, and authority to enter into this Agreement on behalf of the SCHOOL DISTRICT PROVIDING SERVICES and bind the SCHOOL DISTRICT PROVIDING SERVICES with respect to the obligations enforceable against the SCHOOL DISTRICT PROVIDING SERVICES in accordance with terms.

20. This Agreement is subject to approval by the Board of Education, by resolution duly approved.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first set forth above.

By: 
SUPERINTENDENT OF SCHOOLS,
EAST ISLIP SCHOOL DISTRICT

Date: 12/14/23

By: 
PRESIDENT OF THE BOARD OF EDUCATION
EAST ISLIP SCHOOL DISTRICT

Date: 12/18/23

By: _____
SUPERINTENDENT OF SCHOOLS,
WEST ISLIP SCHOOL DISTRICT

Date:

By: _____
PRESIDENT OF THE BOARD OF EDUCATION
WEST ISLIP SCHOOL DISTRICT

Date:

East Islip UFSD
 1 CRAIG B. GARIEPY AVENUE
 Islip Terrace, NY 11752

INVOICE

13250

Invoice Date 12/01/2023

Customer No. 132

Customer / Bill To:
WEST ISLIP UFSD BEACH STREET & SHERMAN AVENUE WEST ISLIP, NY 11795

Remit To:
East Islip UFSD 1 CRAIG B. GARIEPY AVENUE Islip Terrace, NY 11752 ATTN: Dana King - Business Office

Phone	Fax	E-Mail Address	Terms	Invoice Amount
631-224-2022				4,039.16

Items / Services	Cost Basis	Quantity	Unit Price	Amount
Health Services Cost of providing Health Services for residents attending St. Mary's School located in the East Islip School District for the 2023-2024 School Year	Year	4.00	1,009.790	4,039.16

December 2023 EMP/ASP **TOTAL: 4,039.16**

DETACH HERE AND SEND WITH PAYMENT

WEST ISLIP UFSD
 BEACH STREET & SHERMAN AVENUE
 WEST ISLIP, NY 11795

Invoice No. 13250
 Invoice Date 12/01/2023
 Customer No. 132

Total Due: \$4,039.16

Mail Payments To:

East Islip UFSD
 1 CRAIG B. GARIEPY AVENUE
 Islip Terrace, NY 11752
ATTN: Dana King - Business Office

Amount Enclosed:

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 11th day of March 2024 by and between the Board of Education of the **West Islip Public Schools** (hereinafter "West Islip"), having its principal place of business for the purpose of this Agreement at 100 Sherman Ave, West Islip, New York 11795, and the Board of Education of the **SYOSSET Central School District** (hereinafter "SYOSSET"), having its principal place of business for the purpose of this Agreement at 99 Pell Lane, Syosset, New York 11791.

WITNESSETH

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

WHEREAS, certain students who are residents of West Islip are attending non-public schools located in SYOSSET,

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

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

A. TERM

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, and as authorized by law.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services provided by SYOSSET to West Islip may include, but are not limited to the following

- Annual Medical Inspection
- School Nursing Services
- First Aid for School Emergencies
- Furnishing of First Aid Supplies
- Furnishing Health Record Forms and Recording Data
- Speech Therapists
- Psychologists
- Social Workers

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

2. The services provided by SYOSSET to West Islip shall be consistent with the services available to students attending public schools within the SYOSSET School District.
3. SYOSSET shall perform all services under this Agreement in accordance with each student's Individualized Education Services Plan (IESP) if applicable.
4. SYOSSET 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 Education Department.

5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
6. SYOSSET shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to students pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
7. SYOSSET warrants that the services will be provided by health care providers that are properly licensed under the laws of the State of New York.
8. SYOSSET shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
9. Both parties agree to provide the State access to all relevant records which the State requires to determine either SYOSSET's or West Islip's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
10. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

C. COMPENSATION

1. In exchange for the provision of health and welfare services pursuant to this Agreement, West Islip agrees to pay SYOSSET the sum of **\$1,244.00** per eligible pupil for the 2023 - 2024 school year. Said amount shall be prorated accordingly for each student to accurately reflect the actual period of time during which services were provided to each student.
2. West Islip shall pay SYOSSET within thirty (30) days of receipt of a written invoice from SYOSSET. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.

D. MISCELLANEOUS

1. Termination: this Agreement may only be terminated in accordance with applicable Law.
2. Defense / Indemnification:

- a. SYOSSET agrees to defend, indemnify and hold harmless West Islip, 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 SYOSSET, 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. West Islip agrees to defend, indemnify and hold harmless SYOSSET, 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 West Islip, 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.

3. Notices: 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:

West Islip:

Superintendent of Schools
West Islip Public Schools
The Michael & Christine Freyer Bldg. Admin. Office
100 Sherman Ave
West Islip, NY 11795

SYOSSET:

Superintendent of Schools
Syosset Central School District
P.O. Box 9029
Syosset, NY 11791-9029

4. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. No Waiver: 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.
6. 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.
7. 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.
8. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
9. Entire Agreement: This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or

written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

10. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. Execution: 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. Furthermore, this Agreement shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the West Islip Public Schools.

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

West Islip Public Schools

President, Board of Education

SYOSSET CENTRAL SCHOOL DISTRICT

Patricia Rufo

For: President, Board of Education

Issue Date
03/26/2024

Syosset Central School District
 99 Pell Lane
 Syosset, NY 11791

Invoice Number
061-24A

INVOICE

Issued To:
West Islip UFSD Administrative Offices 100 Sherman Ave West Islip, NY 11795
ADMIN

Item Number	Item Description	Amount
HEALTH-HEAL ST	HEALTH SERVICES FOR STUDENT(S) ATTENDING ST. EDWARD THE CONFESSOR SCHOOL IN SYOSSET, NY DURING THE 2023-2024 SCHOOL YEAR. 3.0000 @ 1,244.0000	3,732.00
Invoice Total		3,732.00

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is entered into this first day of July 2023, by and between the Board of Education of the South Huntington Union Free School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 60 Weston Street, Huntington Station, NY 11746, and the Board of Education of the WEST ISLIP UNION FREE SCHOOL DISTRICT (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at Corner of Beach Street & Sherman Avenue, West Islip, NY 11795.

WITNESSETH

WHEREAS, South Huntington Union Free School District is authorized pursuant to Section 912 of the Education Law, to enter into a contract with SENDER for the purpose of having South Huntington UFSD provide health and welfare services for children residing in the West Islip UFSD and attending a non-public school located in the South Huntington Union Free School District,

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

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

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

1. The term of this Agreement shall be from July 1, 2023 through June 30, 2024 inclusive.
2. South Huntington UFSD warrants that the health and welfare services will be provided by licensed health care providers. South Huntington UFSD further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and State Education Department licensing requirements, if applicable. South Huntington Union Free School District further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules and regulations, including, Section 912 of the Education Law, and the student's IEP, if applicable. South Huntington UFSD shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. South Huntington Union Free School District understands and agrees that it will comply and is responsible for complying with all applicable Federal, State and local laws, rules and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by South Huntington UFSD shall be consistent with the services available to students attending public schools within the South Huntington UFSD; and may include, but are not limited to:

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

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

5. In exchange for the provision of health and welfare services pursuant to this Agreement, West Islip UFSD agrees to pay South Huntington UFSD the sum of **\$888.05** per eligible pupil for the **2023-2024** school year.
6. SENDER shall pay South Huntington UFSD within thirty (30) days of SENDER's receipt of a detailed written invoice from South Huntington UFSD. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, South Huntington UFSD shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, South Huntington UFSD shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. South Huntington UFSD shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the nonpublic school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either South Huntington UFSD's or SENDER's compliance with applicable Federal, State, or local laws, rules or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential

information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule or regulation, including but not limited to Family Educational Rights and Privacy Act ("FERPA").

13. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

 PROVIDER: Superintendent of Schools
 South Huntington Union Free School
 60 Weston Street, Huntington Station
 New York, 11746

 SENDER: Superintendent of Schools
 West Islip UFSD
 Corner of Beach Street & Sherman Avenue, West Islip
 NY, 11795
15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
18. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Suffolk, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the

parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

19. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of School for the West Islip UFSD

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

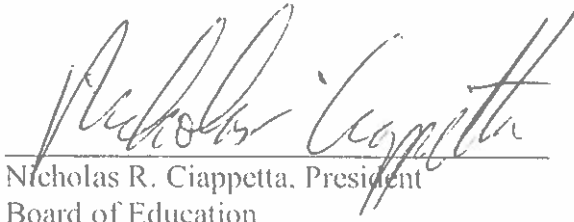
South Huntington Union Free School District

West Islip UFSD



Vito M. D'Elia, Ed.D., Superintendent of Schools
South Huntington Union Free School District

Superintendent of Schools
West Islip UFSD



Nicholas R. Ciappetta, President
Board of Education

President, Board of Education

Issue Date
02/20/2024

**SOUTH HUNTINGTON UFSD
ADMINISTRATION BUILDING
60 WESTON STREET
HUNTINGTON STATION, NY 11746-4098**

Invoice Number
153-24A



INVOICE

Issued To:
WEST ISLIP PUBLIC SCHOOLS 100 SHERMAN AVE WEST ISLIP, NY 11795
064170

Item Number	Item Description	Amount
	HEALTH SERVICES FOR STUDENTS ATTENDING NON-PUBLIC SCHOOLS LOCATED IN SOUTH HUNTINGTON UFSD FOR THE 2023-2024 SCHOOL YEAR ST. ANTHONY'S HIGH SCHOOL - 46 STUDENTS @\$888.05=\$40,850.30 1.0000 @ 40,850.3000	40,850.30
Invoice Total		40,850.30

Please make check payable to: South Huntington Union Free School District - General Fund
If you have any questions regarding the above, please call Francine Isernia at 631-812-3004.

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into between the Board of Education of the **West Islip School District** (hereinafter the "**DISTRICT OF RESIDENCE**"), having its principal place of business for the purpose of this Agreement at 100 Sherman Ave., West Islip, NY 11795, and the Board of Education of the **Locust Valley Central School District** (hereinafter the "**DISTRICT OF LOCATION**"), having its principal place of business for the purpose of this Agreement at 22 Horse Hollow Road, Locust Valley, New York 11560.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. **TERM:** The term of this Agreement shall be from July 1, 2022 through June 30, 2023 inclusive, unless terminated earlier as provided for in this Agreement.

B. **SERVICES AND RESPONSIBILITIES:**

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

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

C. COMPENSATION:

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

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

2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE which references the time period for which payment is being requested and a breakdown of the total amount due for the period specified.
 - a. The DISTRICT OF RESIDENCE shall pay the costs claimed by the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute or claim arises regarding payment, the parties shall have those legal rights and remedies provided by law and regulation. Failure to provide the written notice herein shall not preclude the DISTRICT OF RESIDENCE from disputing the costs by the DISTRICT OF LOCATION. Resolution of disputes regarding such cost claims shall be governed by Education Law Section 3602-c and part 177 of the Regulations of the Commissioner of Education.

D. TERMINATION:

This Agreement may be terminated by written notice of either party.

E. MISCELLANEOUS:

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

To DISTRICT OF RESIDENCE:

**West Islip School District
100 Sherman Avenue
West Islip, NY 11795**

To DISTRICT OF LOCATION:

**Locust Valley CSD
22 Horse Hollow Road
Locust Valley, NY 11560**

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement. Enforcement of this Agreement must be made pursuant to Education Law Section 3602-c and Part 177 of the Regulations of the Commissioner of Education.
4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration 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.
5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
6. This Agreement along with the attached Schedules "A" and "B", is the complete and exclusive statement of the Agreement between the parties, and supercedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. It is expressly understood that nothing in this Agreement is intended to modify or vary or enlarge or diminish the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation. This Agreement does not provide either party with a breach of contract action. Enforcement of this Agreement is through the dispute resolution procedures set forth in Part 177 of the Regulations of the Commissioner of Education.
9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligation under Federal or State law or regulation.

DISTRICT OF RESIDENCE

DISTRICT OF LOCATION

By:
President Board of Education
West Islip School District
Date _____

Margaret Marchand
By: Margaret Marchand
President Board of Education
Locust Valley/CSD
Date 3/25/24

WEST ISLIP UFSD

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: Jovia Financial Credit Union

DONOR ADDRESS: 2 E Main St, Bay Shore, NY 11706

DONATION: Cash or Check Goods Service

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

 Jovia has granted a \$500 donation towards
 supplies for our Makerspace.

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

General Fund Extracurricular Fund Trust & Agency Budget Code A2610.518-359-4566

Anticipated Date of Delivery to the School Check received 3/25/2024

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

Any expected maintenance costs? Yes No Estimated Annual Cost _____

Purpose of the donation? To support students

Which building/department will benefit from the donation? HS Library

Principal's/Administrator's Signature & Date *[Signature]* P. KILEY-KENDON 3/26/24

To be completed by the Business Office:

Board of Education Approval Date _____

Budget Adjustment Recorded _____

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

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

DONATION:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amounts of \$500 from Jovia Financial Credit Union, which have been donated to contribute to the costs associated with the Makerspace for the students of the West Islip High School.

RESOLUTION: INCREASE 2023-2024 BUDGET

BE IT RESOLVED, that the Board of Education hereby authorize the appropriation budget for the 2023-2024 school year to be increased to \$134,221,371.60, an increase of the \$500 donation from Jovia Financial Credit Union for the West Islip High School.

WI

West Islip Public Schools

*The Michael and Christine Freyer Administration Building
100 Sherman Avenue · West Islip, New York 11795
TEL: (631) 893-3200 · FAX: (631) 893-3212*

PUBLIC NOTICE

The WEST ISLIP UNION FREE SCHOOL DISTRICT Board of Education
has scheduled the annual Re-organizational Meeting as follows:

DATE: Tuesday, July 9, 2024

TIME: 7:30 p.m.

PLACE: West Islip High School Auditorium

The Board of Education Regular Meeting will immediately follow.

/s/ _____ Mary Hock
District Clerk

Dated:

Meeting location, date and time is subject to change. Visit the website www.wi.k12.ny.us for up-to-date information.

WI
West Islip UFSD

*The Michael and Christine Freyer Administration Building
100 Sherman Avenue - West Islip, New York 11795
TEL: (631) 893-3200 - FAX: (631) 893-3212*

AGENDA ITEM X. B)
PRESIDENT'S REPORT
RM 4/16/2024

PUBLIC NOTICE
DRAFT

The WEST ISLIP UNION FREE SCHOOL DISTRICT Board of Education at its Reorganizational Meeting held on July 9, 2024, set the following dates for its **2024-2025 Regular Meetings and Planning Sessions** which have been scheduled for 7:30 p.m. {unless noted}, at the locations listed below:

SCHEDULED DAY/DATE OF REGULAR MONTHLY BOARD OF EDUCATION MEETINGS:

<u>DATE</u>	<u>LOCATION</u>
Tuesday, July 9, 2024 ¹	Beach Street Middle School Auditorium
Thursday, August 15, 2024	Beach Street Middle School Auditorium
Thursday, September 12, 2024	Beach Street Middle School Auditorium
Thursday, October 10, 2024	Beach Street Middle School Auditorium
Thursday, November 7, 2024	Beach Street Middle School Auditorium
Thursday, December 12, 2024	Beach Street Middle School Auditorium
Thursday, January 9, 2025	Beach Street Middle School Auditorium
Thursday, February 6, 2025	Beach Street Middle School Auditorium
Thursday, March 13, 2025	Beach Street Middle School Auditorium
Wednesday, April 23, 2025	Beach Street Middle School Auditorium
Thursday, May 8, 2025	Beach Street Middle School Auditorium
Thursday, June 5, 2025	West Islip High School Auditorium

¹Meeting will immediately follow the Reorganizational Meeting

SCHEDULED DAY/DATE OF MONTHLY PLANNING SESSIONS

<u>DATE</u>	<u>LOCATION</u>
Tuesday, August 27, 2024	Beach Street Middle School Media Center
Tuesday, September 24, 2024	Beach Street Middle School Media Center
Tuesday, October 22, 2024	Beach Street Middle School Media Center
Tuesday, November 19, 2024	Beach Street Middle School Media Center
Tuesday, January 21, 2025	Beach Street Middle School Media Center
*Tuesday, February 25, 2025	Beach Street Middle School Auditorium
**Tuesday, March 25, 2025	Beach Street Middle School Auditorium
Tuesday, May 20, 2025	Beach Street Middle School Media Center
Tuesday, June 17, 2025	Beach Street Middle School Media Center

* Planning Session will immediately follow Budget Worksession #1 and Public Hearing

** Planning Session will immediately follow Budget Worksession #3

/s/ _____
District Clerk

Dated:

Meeting dates, times and locations are subject to change. Visit the website www.wi.k12.ny.us for up-to-date information.

Calendar approved by the Board of Education on 2/27/24
DRAFT BOE Meetings & Planning Sessions
DRAFT BOE Committee Meetings



WEST ISLIP UFSD
STUDENT-TEACHER CALENDAR 2024-2025

Total days ~ 181 + 3 = 184



July 2024

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October 2024

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

3 & 4 Rosh Hashanah
 12 Yom Kippur
 14 Columbus Day
 31 Diwali

January 2025

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1 New Year's Day
 20 Martin Luther King Jr. Day
 29 Lunar New Year

April 2025

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

13 First Day of Passover
 14-21 Spring Recess
 20 Easter Sunday

August 2024

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

30 Superintendent's Conference Day {staff only}

November 2024

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

5 Superintendent's Conference Day {staff only}
 11 Veterans' Day
 27-29 Thanksgiving Recess

February 2025

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

17 Presidents' Day
 17-21 Mid-winter recess

May 2025

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

23-26 Memorial Day Weekend

September 2024

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2 Labor Day
 3 Superintendent's Conference Day {staff only}
 4 First day for students
 11 Patriots' Day

December 2024

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

23-31 Holiday recess
 25 Christmas Day
 25 First Day of Hanukkah

March 2025

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

31 Eid al-Fitr

June 2025

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

6 Eid al-Adha
 19 Juneteenth
 27 Last day for students

If there is no emergency closing, schools will be closed on April 21 and May 23.
 If there is one emergency closing, schools will be open on April 21 and closed on May 23.
 If there are two emergency closings, schools will be open on April 21 and May 23.
 If there are more than two emergency closings, school will be held virtually.

Superintendent's Conference Day {staff only}
 Schools closed
 First and last days of classes
 Recognition of Holidays - School will be in session on these days should they fall on a weekday.

Proposed BOE Meeting/Planning Session Dates

The Board of Education reserves the right to revise this calendar if emergency school closings during the school year require additional days.

OFFICIAL BALLOT

AGENDA ITEM X. C)
PRESIDENT'S REPORT
RM 4/16/2024

**ESBOCES ADMINISTRATIVE BUDGET VOTE
TUESDAY, APRIL 16, 2024**

Please place an "X" to indicate the Board of Education's vote on the ESBOCES 2024-25 Administrative Budget.

_____ Resolution passed **to approve** the ESBOCES 2024-25 Administrative Budget

_____ Resolution passed **not to approve** the ESBOCES 2024-25 Administrative Budget

School District: _____

Note: Please be sure the attached certification form has been signed by the Board Clerk or an authorized official. Place ballot and certification form in red envelope.

OFFICIAL BALLOT

**ESBOCES BOARD ELECTION
TUESDAY, APRIL 16, 2024**

Listed below are the seven candidates who are running for six (6) vacant seats on the Eastern Suffolk BOCES Board.

Please place an "X" next to the name of each candidate for whom a vote has been cast.

_____ Arlene Barresi
40 Pine Street
Selden, NY 11784
(Middle Country CSD)

_____ Angelo Cassarino
94 Broadway
Shirley, NY 11967
(William Floyd UFSD)

_____ Kelli Anne Jennings
83 Tremont Avenue
Medford, NY 11763
(Patchogue-Medford UFSD)

_____ Joseph LoSchiavo
144 Peconic Avenue
Medford, NY 11763
(Patchogue-Medford UFSD)

_____ James F. McKenna
446 North Main Street
Southampton, NY 11968
(Southampton UFSD)

_____ Brian O. Mealy
23601 Grand Avenue
Mattituck, NY 11962
(Mattituck-Cutchogue UFSD)

_____ Robert P. Sweeney
28 Coventry Court
Mount Sinai, NY 11766
(Mount Sinai UFSD)

School District: _____

Note: Please be sure the attached certification form has been signed by the Board Clerk or an authorized official. Place ballot and certification form in red envelope.

2024-2025 BOCES BUDGET VOTE AND ELECTION

Recommend that the Board of Education approve the following resolution:

RESOLVED, that the Board of Education of the West Islip UFSD will vote to approve the 2024-2025 Administrative Budget of the Eastern Suffolk Board of Cooperative Educational Services for 2024-2025.

BE IT FURTHER RESOLVED, that the Board of Education will support six candidates who are running for six (6) vacant seats on the Eastern Suffolk BOCES Board.

Approval of Resolution re: Adoption of the 2024-2025 School District Budget of \$138,761,990.

RESOLUTION

WHEREAS, the West Islip Union Free School District Board of Education is required to present a budget to the voters for the 2024-2025 School Year; now, therefore, be it

RESOLVED, that the Proposed Budget for the 2024-2025 School Year be adopted for a total of \$138,761,990; and be it further

RESOLVED, that the 2024-2025 Property Tax Report Card is approved to be transmitted to the New York State Department of Education as so required.

WI
West Islip Public Schools
The Michael & Christine Freyer Administration Building
100 Sherman Avenue – West Islip, New York 11795
Telephone: 631-930-1631 – FAX (631) 893-3217

AGENDA ITEM X. E)
PRESIDENT'S REPORT
RM 4/16/2024

Mary Hock
District Clerk

MEMORANDUM

TO: Trustees, Board of Education
FROM: Mary Hock, District Clerk
DATE: April 16, 2024
RE: Personnel for May 21, 2024 School Budget Vote

Chief Inspector (\$16/hour):

Anne Kuhlwilm

Machine Inspectors (\$16/hour):

Virginia Green, Patricia Ogilvie, Patricia Rich,
Robin Forster

Registrars (\$16/hour):

Anthony DeGregorio, Rosemary Dowling, Anne
Ingrassia, Rhonda Rauch, Nancy Regan, Ann Smith

CONSULTANT SERVICES CONTRACT

AGENDA ITEM X. F)
PRESIDENT'S REPORT
RM 4/16/2024

This Agreement is entered into this 1st day of July, 2024 by and between the Board of Education of the West Islip Union Free 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 11795 and Smartweb, Inc. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at West Islip, New York.

A. TERM

The term of this Agreement shall be from July 1, 2024 through June 30, 2025 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. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the "Scope of Requested Services" as set forth in the District's Request for Proposal ("RFP") Computer, Network, and Information Technology Management Services, dated 2/12/09; which document and CONSULTANT's response shall be incorporated herein and made a part of this Agreement.
2. The CONSULTANT shall provide the services set forth in this Agreement.
3. 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 Education Department.
4. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT 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.
5. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
6. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
7. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this

8. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
9. Insurance - See RFP

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT One Hundred Seventy Six Thousand, Fifty-Six and XX/11 (\$179,577.23) Dollars for the term of the Agreement.
2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
4. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

1. Termination:
 - a. Either the CONSULTANT or the 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.
 - b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to the DISTRICT.

- c. 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.
2. Independent Contractor:
 - a. 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.
 - b. 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 Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
 3. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
 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.
 5. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District:	Dr. Paul Romanelli Superintendent of Schools West Islip UFSD Administration Building 100 Sherman Avenue West Islip, NY 11795
To Consultant:	Mr. Amit Pathak Smartweb, Inc. 10 Franklin Avenue #403 Long Beach, NY 11561

6. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. 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.
8. 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.
9. 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. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
10. 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.
11. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
12. 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.

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

CONSULTANT
Smartweb, Inc.

DISTRICT
WEST ISLIP UNION FREE
SCHOOL DISTRICT



By: Amit Pathak

By:
President, Board of Education

Date: 4/01/2024

Date: _____

3/25/24

**WEST ISLIP UNION FREE SCHOOL DISTRICT
AMENDMENT #1 TO CONTRACT
with
WINKLER REAL ESTATE
PROFESSIONAL SERVICES AGREEMENT
Exclusive Listing to Sell or Lease**

AGREEMENT made the day ____ of April, 2024, by and between the BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT (the "Board") and WINKLER REAL ESTATE (hereinafter the "Broker").

WITNESSETH:

WHEREAS, the Board and the Broker are parties to a Professional Service Agreement for exclusive listing to sell or lease dated March 8, 2023 ("Agreement") which expires on March 31, 2024; and

WHEREAS, the parties now desire to extend the current Agreement; and

NOW, THEREFORE, the parties agree to extend the Agreement as follows:

1. In accordance with paragraph 7, Term of Agreement, the parties agree to extend the Agreement. The extended term shall expire on March 31, 2025.
2. All other clauses shall remain in full force and effect.

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


BOARD OF EDUCATION
WEST ISLIP UNION FREE
SCHOOL DISTRICT

WINKLER REAL ESTATE

BY: ANTHONY TUSSIE
President

BY: JAMIE WINKLER
Owner

Order No: 00061020

 Synovia Solutions, LLC a CalAmp Company		Phone: 317-208-1700 Toll Free: 1-877-796-6842 Fax: 317-208-2202	
Customer Legal Name: West Islip Union Free District		Customer Billing Address (If different)	
Address: 100 Sherman Ave		City: West Islip	
State: NY		Zip Code: 11795	
Customer Contact/Tel: Danielle Bartalini-Ortiz 631-930-1590		Customer Billing Contact/Email: d.ortiz@wi.k12.ny.us	
CalAmp Contact/Tel/Email: David Payne 317-208-1614 dpayne@calamp.com			
Contract/Customer		<input checked="" type="checkbox"/> K-12	
Purchase Order Number:		<input type="checkbox"/> Municipal	
		<input type="checkbox"/> Other	
		Tax ID.:	

SUBSCRIPTION TERM

Subscription Term: 36-months from the Effective Date

ADDITIONAL TERMS AND CONDITIONS

- The lease/subscription terms of the Previous Agreement (as defined below) have been extended month-to-month and the parties desire to establish a 36-months lease/subscription term.
- Upon execution of this Order, the following agreements ("Previous Agreements") between the parties shall automatically terminate:
 - Public Education Agreement No. 19195, including any and all amendments thereto
 - Public Education Addendum No. 24136
- The hardware and Equipment devices under the Previous Agreements shall be consolidated under this Order with a 36-months lease/subscription term beginning as of the Effective Date.
- No new hardware or Equipment shall be shipped.
- Notwithstanding the foregoing, Customer acknowledges and agrees that that termination of the Previous Agreement shall not relieve Customer of its payment obligations due under the Previous Agreement prior to termination. Termination of the Previous Agreement is without prejudice to any of the Vendor's rights, powers, privileges, remedies, and defenses, now existing or hereafter arising, all of which are hereby expressly reserved.

SOFTWARE LICENSES

EQUIPMENT DESCRIPTION

QTY

<input checked="" type="checkbox"/> Core Track & Trace	<input type="checkbox"/> Ridership	LMU 4G	26
<input type="checkbox"/> Comparative Analysis	<input type="checkbox"/> Ridership Photos (Annual fee of \$750.00)		
<input type="checkbox"/> Time and Attendance	<input type="checkbox"/> Fuel Card		
<input type="checkbox"/> Engine Diagnostics	<input type="checkbox"/> ELD		
<input type="checkbox"/> Fuel Card	<input type="checkbox"/> DVIR		
<input type="checkbox"/> HCTB	<input type="checkbox"/> Inspection		
<input type="checkbox"/> HCTB Activities	<input type="checkbox"/> CalAmp Vision		
<input type="checkbox"/> Dispatch Monitor	<input type="checkbox"/> Other		

Installation

Synovia

Customer

Carrier

Verizon

Sprint

Tax Exempt

No

AT&T

Yes (Tax exemption Form is required)

FEES

PAYMENT SCHEDULE

Base Payment \$26.00	Number of Vehicles 26 =	\$208.00	Annually
Base Payment \$	Number of Vehicles =	\$	
Base Payment \$	Number of Vehicles =	\$	
	Applicable Sales Tax =	NA	
	Total Payment =	\$2,496.00	

PLEASE READ BEFORE SIGNING. This order form ("Order Form") constitutes an offer to provide equipment-enabled subscription services on the terms and conditions set forth herein by CalAmp Wireless Networks Corporation ("CalAmp"). This Order Form, together with the CalAmp Master Agreement available on CalAmp's website, shall become a binding agreement upon Customer signing (or otherwise accepting) this Order Form and delivering it to CalAmp, whereupon it shall be irrevocable, non-cancellable and non-transferable (the "Agreement") except to the extent that Customer has a written master agreement executed with CalAmp for such equipment-enabled subscription services, in which case such written master agreement will govern. Customer represents and warrants the following: the Customer signing party(ies) are authorized to sign this binding agreement on behalf of Customer and Customer accepts the terms of CalAmp's Master Agreement which are incorporated herein by reference and made a part of the terms of this Order Form and notwithstanding the above representations, if a purchase order is necessary to systematically transact the payment related to this Agreement, such purchase order will be issued to CalAmp within seven (7) days of signing this Order Form. By signing this Order Form Customer agrees that CalAmp objects to and rejects any additional or different terms in Customer's acceptance of this Order Form, and any such additional or different terms shall be of no effect. CalAmp's acknowledgment of an order, commencement of performance, delivery or other conduct shall not be deemed or constitute acceptance of any additional or different terms and conditions in any manner whatsoever. Customer should review CalAmp's Master Agreement which are available at <https://www.calamp.com/company/legal/>. This Agreement shall be effective as of the earlier of: (1) the start listed above or (2) the date last executed below, which comes first. below ("Effective Date").

West Islip Union Free District	Synovia Solutions, LLC (a CalAmp Company)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

SEQRA RESOLUTION

WHEREAS, the Board of Education of the West Islip Union Free School District desires to embark upon the following capital improvements at the District's facilities as set forth herein and as listed in the working budget: Renovation of three High School Science Classrooms

WHEREAS, said capital improvements are subject to classification under the State Environmental Quality Review Act (SEQRA); and

WHEREAS, maintenance or repair involving no substantial changes in an existing structure or facility are classified as Type II Actions under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.5 (c)(1)); and

WHEREAS, replacement, rehabilitation or reconstruction of a structure or a facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4 are classified as Type II Actions under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.5 (c)(2)); and

WHEREAS, routine activities of educational institutions, including expansion of existing facilities by less than 10,000 square feet of gross floor area are classified as Type II Actions under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.5 (c)(10)); and

WHEREAS, the purchase or sale of furnishings, equipment or supplies...other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials are classified as Type II Actions under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.5 (c)(31)); and

WHEREAS, the SEQR Regulations declare Type II Actions to be actions that have no significant impact on the environment and require no further review under SEQR; and

WHEREAS, the Board of Education, as the only involved agency, has examined all information related to the capital improvement projects and has determined that the Projects are classified as Type II Actions pursuant to Section 617.5(c)(1)(2)(10) and (31) of the SEQR Regulations;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education hereby declares itself lead agency in connection with the requirements of the State Environmental Quality Review Act; and

BE IT FURTHER RESOLVED, that the Board of Education hereby declares that the Projects are Type II Actions, which require no further review under SEQR; and

BE IT FURTHER RESOLVED, that the Board of Education hereby shall forward an official copy of this Resolution to the New York State Education Department.

BE IT RESOLVED by the Board of Education of the West Islip Union Free School District approves the use of the funds received under the Elementary and Secondary School Emergency Relief Fund II (ESSER II) and the Governor's Emergency Education Relief Fund II (GEER II) 2021 Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) and the American Recovery Plan Act (ARPA) of 2021 for Elementary and Secondary School Emergency Relief Fund (ESSER). The approved use of funds will include all previously approved air conditioning improvements as well as the renovation of West Islip High School Science Labs.