

A G E N D A

**WEST ISLIP UNION FREE SCHOOL DISTRICT
2024-2025 BUDGET VOTE and TRUSTEE ELECTION**

**Tuesday, May 21, 2024
7:00 a.m. to 9:00 p.m.
WEST ISLIP HIGH SCHOOL**



BOARD OF EDUCATION

**May 9, 2024
7:30 p.m.
REVISED**

**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
May 9, 2024
REVISED

Beach Street Middle School

West Islip, New York

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
 - A) Student Representative Report ~ Young Women's Forum
 - B) Student Representative Report ~ Belize Trip
- IV. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the April 16, 2024 **Regular Meeting.**
- V. **RECOGNITION**
 - A) District Clerk Retirement - Mary Hock
 - B) Bringing History to Life - Victor Pepitone
 - C) School Bus Driver Appreciation
- VI. **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.*
- VII. **PERSONNEL**
- VIII. **CURRICULUM UPDATE**
- IX. **REPORT OF BOARD COMMITTEES**
 - A) Policy Committee {4/11/2024}

<i>First Reading</i>	Series 2000	School Board Governance & Operations
<i>First Reading</i>	No. 7315	Students and Personal Electronic Devices
 - B) Buildings & Grounds Committee {5/7/2024}
 - C) Health & Wellness Alliance {5/7/2024}
 - D) Education Committee {5/7/2024}
 - E) Finance Committee {5/7/2024}
 - F) Special Education Committee {5/8/2024}
- X. **BUSINESS ITEMS**
 - A) **Approval of Budget Transfers - Revised**
 - B) Approval of Contracts
 1. Amityville UFSD Health Services Contract 2023-2024 \$887.35
 - C) Approval of Donations
 1. Approval of Resolution re:
P.S. I Love You Foundation - value \$2,500.00 – Bench for High School
 2. Approval of Resolution re:
Scholarship Donation from Gene HAAS Foundation \$8,000.00 → WIHS

X. **BUSINESS ITEMS** (continued)

D) Approval of Bids 2024-2025

1. #2402 Madison Avenue Construction Corp.
2. #2403 Asplundh Tree Expert, LLC
3. #2404 Cardinal Control Systems, Inc.
4. #2406 Long Island Geese Control
5. #2407 Tobay Printing Company, Inc.
6. #2408 Winter Bros. Hauling of Long Island, LLC
7. #2409 Sportsman's, BSN Sports, Varsity Spirit
8. #2410 Nature Plus Pest Control
9. #2411 Dynasty Elevator Corp.
10. #2413 Fitzgerald's Driving School, Inc.
11. Base Bid #GC-1 Roof Replacement at the Masera Learning Center

E) Approval of resolution re: Rejection of Bid #2405 – Maintenance and Service of Fire Alarm Systems, the Maintenance and Repair of Security Alarm Systems and Central Station Monitoring of Security and Fire Systems Bid

F) Approval of resolution re: Rejection of Bid #2412 – Athletic Equipment Reconditioning

XI. **PRESIDENT'S REPORT**

A) Approval of Broker Services Agreement re: Brown & Brown of Garden City, Inc.

B) Approval of Enrollment Agreement re: Brown & Brown of Garden City, Inc.

C) Approval of Memorandum of Agreement re: Local 237 Clerical – Summer hours

D) Approval of Memorandum of Agreement re: Local 237 Operations – Summer hours

E) **Approval of WITA Lease Agreement 6/1/24 - 5/31/25**

F) Approval of BOCES Multi-Year Service Agreement - Fiber WAN Services (Project #WI-FWAN-050124-2024-2029) - 7/1/2024 to 6/30/2029

G) Approval of Stipulation of Settlement and Release – student A

H) 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

XII. **SUPERINTENDENT'S REPORT**

XIII. **NOTICES/REMINDERS**

XIV. **OTHER ITEMS FOR BOARD MEMBERS INFORMATION**

XV. **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.*

XVI. **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.*

XVII. **CLOSING** - Adjournment

REGULAR MEETING OF THE BOARD OF EDUCATION
April 16, 2024 – Beach Street Middle School

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

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Volz

Meeting called to order at 7:30 p.m. followed by the Pledge.

APPROVAL OF MINUTES:

Motion was made by Peter McCann, seconded by Richard Antoniello, and carried when all Board members present voted in favor to approve the minutes of the March 26, 2024 Planning Session.

Dr. Romanelli gave an update and shared his thoughts on the incident that took place at the high school. He spoke about how safety and security has been his number one priority from day one of becoming Superintendent. Dr. Romanelli talked about safety and security with his administrative team and the Board of Education. After looking at the research, data and response times, the district made an informed decision to bring armed guards into the district. The district also put other safety enhancements in place including bullet resistant glass, vestibules at the school buildings as well as designating a Dean of Students at the high school.

Dr. Romanelli advised that a letter was sent to all families regarding the incident that took place and spoke about what happened. He explained that a student showed a firearm to three other students in the high school library and these three students went to the Dean of Students who contacted the school safety team who acted immediately and disarmed the student. The student was moved to the main office and a Hold in Place went into effect. The Suffolk County Police arrived and the student was then moved to a police car. Dr. Romanelli commended the school safety team and thanked them for their actions. He also spoke about how the procedures the district has in place were perfectly executed and how the school safety team truly care about the students and the community. He advised that Dr. Bridgeman will be having an assembly for the students to talk about what happened and what to do moving forward.

Mr. Tussie spoke about how six of the board members all have children at the high school and how the district has created an environment that the students feel safe enough to go to the staff and the incident was handled quickly, efficiently and properly and ended in the best case scenario. He spoke about how important it is that parents look at their children's phones and text messages and go through their rooms, backpacks and know what is happening in their lives. Mr. Tussie thanked the students that stepped up and he thanked the parents for not panicking and staying calm and not creating a traffic problem at the high school.

Mr. McCann thanked security and the students and spoke about the district hiring a security consultant who reviewed safety protocols and how the physical safety and mental wellbeing of the students is a top priority. Mr. McCann spoke about the efforts and large investments the district have put into safety and security. He spoke about hiring armed guards, adding additional guards, more security vehicles, active shooter training and air conditioners providing security by keeping the windows shut.

Mr. Antonello also spoke about how the district security cameras are connected to the Suffolk County Police Department providing additional security.

WI Students with HEARTT Presentation

Virginia Scudder - English Teacher, Founder and Coordinator of the West Islip Students with HEARTT, IB/CAS Coordinator

Students Kori Sansone, Madison DiMaggio and Krista Williams all spoke about the how HEARTT lets students relax and express themselves freely without judgement or discrimination. It is a fun loving environment where they have developed long-term friendships and how gathering in the hallways is great for everyone socially, builds friendships and spreads joy. The club also does so much good and gives back to the community through charity work. Krista spoke about the upcoming trip to Granada this July. Students will be helping small children, visiting universities and enjoying the culture.

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, Ancliese Ammirata, Ava Verderosa

PERSONNEL:

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve the following TA-2, CL-1, CL-2, CL-3, CL-4, CL-6 and Other as listed in the agenda.

TEACHERS

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

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

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

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})
**Conditional pending fingerprinting clearance*

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 Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CL-5 RETIREMENT of the following:

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

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

RETIREMENT

Continued CL-5

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

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 Iehle, 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

CURRICULUM REPORT

Mrs. Morrison informed the audience that students in Grades 3-8 completed the ELA tests and students in Grades 6-8 took the test today and all went well. Students will be taking the Grade 3-8 Math tests the first week in May.

Mrs. Morrison spoke about Bayview Elementary transforming into Bayviewville. The hallways were decorated in themes from various Dr. Seuss books and students are logging reading times each night and overall minutes will be tabulated on Friday.

Grade 3 classroom teachers, reading teachers and ELN teachers took part in Foundations training in preparation of the implementation of Foundations in 3rd grade in September and a second day of training is scheduled in May.

Mrs. Morrison advised that herself, Dr. Romanelli, Mrs. Pellati and Mr. Cameron were invited to Mrs. Pope's engineering and technology class last week to watch students race their wooden boats with 3-D printed paddles. All students did a great job in creating their one of a kind design.

Mrs. Morrison advised that on April 12, the high school hosted a job fair and 31 local companies and agencies showcased a variety of job opportunities for graduating seniors. Mrs. Morrison thanked Mr. Vollmuth, Transition Coordinator at the high school, and all the companies that took part to provide the awareness opportunities.

Mr. Tussie advised that the Board will take a short break at 8:02 p.m. and returned 8:05 p.m.

REPORT OF COMMITTEES:

Buildings and Grounds: Peter McCann reported on the meeting held 3/26/24. Items reviewed included auditorium rentals, community gym usage for off hours, pole lights working at PJ Bellew and Building and Grounds did a great job getting the fields ready. Masera/BOCES is on target for September. The roof and fencing was done, and the fields will be used for sport teams. The new district office vestibule entrance project was approved, and will be started this summer/fall and the 1.4 million Smart Schools grant was approved.

Health & Wellness Committee: Grace Kelly reported on the meeting held 4/9/24. Items reviewed included Financial Report, newsletter, over 160 students participated in the fifth and sixth grade volleyball tournaments, applications are being accepted for Health & Wellness Alliance scholarships that will be awarded on 6/3/24 at the high school. The Glow Run will take place on 11/6/24 on West Islip high school property, sponsorships will be available for \$75 and the rain date will be 11/7/24. The next meeting will take place on Tuesday, May 7, 2024 at 9:30 a.m. in the cafeteria at Paul J. Bellew Elementary School.

Education Committee: Richard Antonello reported on the meeting held 4/11/2024. Items reviewed included Regents classes have begun, Mrs. Morrison gave an update on the Equity Committee and reviewed the data. Most students are comfortable but some would like to see improvements. The biggest issue is bullying and how to combat it and this will be addressed at future meetings. The NYSELA test took place and there was a reduction in refusals compared to previous years. The ASL program is being restructured and phasing out of middle school and will be placed in the high school as an elective, and will allow for college credit and the seal of biliteracy.

Finance Committee: Christina Marks reported on the meeting held 4/11/2024. Items reviewed included the February treasurer's report; February extra-curricular report; February payroll summary; February financial statements; March claims audit report; March system manager audit trail; payroll certifications; budget transfers; donation; surplus items; and Health Service contracts.

Policy Committee: James Cameron reported on the meeting that took place on 4/11/24. Mr. Cameron gave an update on the policy manual and advised that the committee finished a review of Series 2000 and started review on the Series 1000 (Community Relations). In addition, the committee has a first draft of the cell phone policy. The cell phone committee developed an electronic use cell phone policy that will be across three levels, elementary, middle school and high school and will go into effect the next school year. The committee is also through the first three sections of the policy manual and will continue their work at the June 4 meeting. The new version of the policy manual 0-3000 will be going live on 7/31/24 and the overhaul of the remaining sections will continue through the 2024-25 school year. The next policy committee meeting will take place on 6/4/24.

Mr. McCann spoke about the cell phone policy and how the district wants to maximize the learning capacity of students. There will be an educational night for parents regarding the policy and they will be notified via parent square.

Special Education Committee: Debbie Brown reported on the meeting held 4/16/2024. CSE and CPSE recommendations were approved. Annual reviews are in full swing and there are 87 students transitioning from CPSE to kindergarten next year. Unified basketball team played their first game and will play Lindenhurst at the high school at 4:00 p.m. on 4/17/24. The Midnight Bowl was a success and raised \$5,200. At each of the schools, students wore blue to recognize students with autism and students did crafts and other activities to recognize students with disabilities month. SEPTA President Melissa Swales joined the meeting during the non-confidential portion. The March SEPTA meeting guest speaker was Maura Holland, sexuality educator, who spoke about how to talk to your kids about sexuality, puberty and intellectual and developmental disabilities.

Safety Committee: Quinn Bedell reported on the meeting that took place on 4/16/24. Items reviewed included getting ID card burners for lost ID cards, installing door alarms at the elementary level, MFA stamp log in, light bulbs for the light at PJ Bellew, speed bump or cross walk for the high school bridge for easier walking, closing windows when using air conditioning for security purposes and the incident at the high school.

FINANCIAL MATTERS:

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve 2023-2024 General Fund budget transfers 4362-4376 and Capital Fund budget transfers 4365-4375.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Surplus Items: Miscellaneous books –Udall Road Middle School and Beach Street Middle School.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the following Contracts: 2023-2024 Bay Shore UFSD Health Services Contract ~ \$18,010.58; 2023-2024 East Islip UFSD Health Services Contract ~ \$4,039.16; 2023-2024 Syosset CSD Health Services Contract ~ \$3,732.00; 2023-2024 South Huntington UFSD Health Services Contract ~ \$40,850.30; 2022-2023 Locust Valley CSD Special Education Contract.

Motion was made by Peter McCann, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve resolution re: Donation~ Jovia Financial Credit Union - \$500 to West Islip HS.

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.

PRESIDENT'S REPORT

Dr. Romanelli asked the Board if the May 22, 2024 Planning Session meeting could be changed to Tuesday, May 21, 2024, which is the date of the School Budget Vote. The Board agreed and a Public Notice will be sent out.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve Reorganizational Meeting – July 9, 2024 at 7:30 p.m. at Beach Street Middle School.

Discussion of 2024-2025 Regular Meeting and Planning Session dates.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve Resolution re: ESBOCES 2024-2025 Administrative Budget and Trustee Election.

RESOLUTION

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.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve resolution re: Adoption of the 2024-2025 School District budget of \$138,761,990 and the 2024-2025 Property Tax Report Card.

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.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve personnel for May 21, 2024 School Budget Vote and Election.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve SmartWeb, Inc. Consultant Services Contract – 7/1/2024 – 6/30/2025.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve Winkler Real Estate Professional Services Agreement - Amendment #1 - extension of term to 3/31/2025.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve Synovia Solutions, LLC (a CalAmp Company) ~ 36 month subscription - \$2,496.00.

Motion was made by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor to approve SEQRA Resolution re: Grant Funding (ESSER II, GEER II, CRRSA, ARPA, ESSER). Anthony Tussie duly put to a vote on roll call, which resulted in 7 Yays 0 Nays.

RESOLUTION:

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.

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.

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

Resolution

Be it resolved, that the Board of Education of the West Islip UFSD 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.

SUPERINTENDENT'S REPORT:

Dr. Romanelli spoke about visiting Mr. Murphy's Vietnam class at the high school. The class has a yearly memorial in honor of eight West Islip Vietnam Veterans who gave their lives in the Vietnam war. The class also learned about Long Islander, Garfield Langhorn, who received the Medal of Honor for his actions during the Vietnam War. Dr. Romanelli thanked Mr. Murphy for keeping this class alive and spoke about how it is one of the only Vietnam classes on Long Island.

Dr. Romanelli also visited Mrs. Cristantello high school class. Mrs. Cristantello spoke about branding and developing West Islip logos and website design. Dr. Romanelli spoke about student, Kaylee Barbieri who created a corner piece for a broken MAC display monitor with 3D software. It was ingenious and this student who takes STEM classes and is on the Robotic Team used those skills to address real life problems.

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

Jason Cohen – Mr. Cohen thanked Dr. Romanelli, the Board and the Administrators for everything they have done regarding school safety. Mr. Cohen recommended that there be only one manned entrance in and out of the high school when the building is open. He also thought the high school should have been in lock down on the day of the incident. He spoke about students coming in and out of the high school after school ends and would like the district to look into this to make sure students are safe. Mr. Tussie advised that after school discussions are ongoing and Dr. Romanelli acknowledged that this is a concern and the district is having discussions regarding this.

Diane Sepe – Mrs. Sepe expressed her gratitude to everyone especially the security guards and asked if there was an armed guard at the library incident. Dr. Romanelli advised that there is at least one armed guard at each building and the district conceals their identity and there is a backup if anyone is out.

Kelly Raffaella – Mrs. Raffaella is an Oquenock parent and spoke about an incident that took place at Oquenock and was not shared with the community. Dr. Romanelli explained that two students left the building and there was a report made to the police immediately. The two students could be seen on cameras and the Suffolk County Police Department contacted the families. The students were located and the district is looking at different protocols, getting quotes for alarming some doors and having the school security team present in the hallways.

Jacqueline Baynes – Mrs. Baynes thanked the Board and Administrators for addressing the incident that took place at the high school. Mrs. Baynes feels that the student with the firearm should not have entered the building and feels strongly that the district should have metal detectors. She feels the high school students saved the day and that the district does have a lot of security but it is not enough. She suggested parents contribute money for metal detectors, have one entrance in and out of the building and students use clear backpacks. Mr. Tussie advised that the district would talk to security experts and parents need to be aware of what is going on in their children's lives. Mr. Tussie advised that this will be discussed but made no promises but said that the district will do what is best.

Regular Meeting
April 16, 2024

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 8:47 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:56 p.m. on motion by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor.

Meeting adjourned at 9:56 p.m. on motion by Peter McCann, seconded by Richard Antonello and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock
District Clerk

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

PERSONNEL:

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

TEACHERS

T-1 **LEAVE OF ABSENCE** (unpaid)
(Pursuant to the Family Medical Leave Act of 1993-
12-week continuous medical coverage)

Meghan Schou, Health
Effective April 29, 2024 through June 30, 2024
(High School)

TEACHING ASSISTANTS

TA-1 **RESIGNATION**

Michelle Edgley, World Languages
Effective July 1, 2024
(High School)

CIVIL SERVICE

CL-1 **CHANGE IN TITLE**

Colleen Guimaraes, Senior Office Assistant
Effective May 31, 2024
(District Office; Step 1; change from Office Assistant; replacing Elizabeth Davis
{reassigned})

CL-2 **PROBATIONARY APPOINTMENT**

*Matthew Triola, Maintenance Mechanic III
Effective May 13, 2024
(Maintenance; Step 1; replacing Louis Serpico {terminated})

CL-3 **RESIGNATION**

Michael DeBatt, Head Custodian
Effective April 29, 2024
(Bayview)

Jean Dunau, School Nurse
Effective June 27, 2024
(Bridges Academy)

Eva Gonzalez, Senior Account Clerk
Effective May 11, 2024
(District Office)

Michelle Jackala, Cafeteria Aide
Effective May 2, 2024
(Paul J Bellew)

CIVIL SERVICE, continued

CL-4 RETIREMENT

Laurie Farrell Luquer, School Nurse
Effective July 1, 2024
(22 years)

CL-5 SUBSTITUTE CUSTODIAN (\$16/hr)

Claudia Ventura, effective May 10, 2024

OTHER

REGENTS REVIEW 2023-2024

Biology
Linda Tong

ADULT EDUCATION 2024-2025

Michelle Grover, Secretary (\$3,917/semester)

DRIVER EDUCATION 2024-2025

Lorraine Kolar, Secretary (\$1,410/semester)

ENRICHMENT 2024-2025

Lorraine Kolar, Secretary (\$865/semester)

EXTRA CURRICULAR TREASURER 2024-2025

Shawn Wallace (\$4,869)

EXTENDED SCHOOL YEAR PROGRAM (ESY) 2024-2025

Jeanne Dowling, Administrator (\$12,045)

SUMMER INVESTIGATIONS PROGRAM 2024-2025

Rhonda Pratt, Coordinator (\$5,100)

Teaching Assistants

Nicole Bruckner	Louise Guastella
Jennifer Dolan	Jillian Ruffo

Aides

Janine Allegretto	Linda Daniels	Diane McKeon
Angelina Archer	Kimberly Librizzi	Amanda Neilson
Anne Bello	Abigail Marquardt	Alithea Shono
Ramona Buonadonna		

OTHER, continued

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Christina Bonfiglio, effective August 30, 2024 through June 27, 2025
Jesse Donnarumma, effective August 30, 2024 through June 27, 2025
Shannon Feminella, effective August 30, 2024 through June 27, 2025
Paige Fogarty, effective August 30, 2024 through June 27, 2025
Emily Gillen, effective August 30, 2024 through June 27, 2025
Alexander Giordano, effective August 30, 2024 through June 27, 2025
Olivia Gmelch, effective August 30, 2024 through June 27, 2025
Sierra Koehler, effective August 30, 2024 through June 27, 2025
Helene Mendez, effective August 30, 2024 through June 27, 2025
Joyce Ronayne, effective August 30, 2024 through June 27, 2025
Jordan Slobodow, effective August 30, 2024 through June 27, 2025

- () Required
- (X) Local
- (X) Notice

BOARD OPERATIONAL GOALS

The Board of Education, as a legally constituted body of elected representatives, bears the responsibility of setting policy for the school district. The Board acts in accordance with authority and responsibility vested in it by federal and state laws, rules, and regulations on behalf of the district's citizens.

In order to ensure that its educational programs provide all students with a high-quality education, the Board will review and adopt goals on a regular basis. The Board hereby establishes as its goals:

I. GOVERNANCE

OBJECTIVES:

- Update policies and protocols as required by law and Commissioner's Regulations;
- Provide first-year Board trustees with mentorship, including information and training related to the business, finance and advocacy functions of the school district;
- Create a fiscally responsible and efficient budget that maintains and enhances the integrity of all programs in a manner that is sensitive to the financial constraints of stakeholders;
- Respond to school safety and security-related matters as prescribed by federal, state and local requirements;
- to employ a Superintendent of Schools capable of ensuring that the district maintains its position as an outstanding school system, and that school personnel carry out the policies of the Board with energy and dedication;
- to provide leadership in order that goals and objectives of the district, as set forth by the Board, can be effectively carried out. Board action should be confined to policy-making, planning and appraisal with the Board delegating authority to the Superintendent for the implementation of policies; and
- to evaluate the Board's performance in relation to these goals, and to establish and clarify policies based upon the results of such evaluation.

II. COMMUNITY

OBJECTIVES:

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

III. INSTRUCTIONAL PROGRAM

OBJECTIVES:

- Provide ongoing professional development in the area of (1) foundational literacy acquisition, with a focus on structured, explicit and multi-sensory methods; and (2) identification of students who may benefit from this approach;

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West Islip

- Review curriculum and programs (K-12) to ensure a rigorous academic environment focused on developing the skills, knowledge, habits and attitudes that students need to be successful in their future;
- Embed strategies within our instructional program to help students develop proactive methods for supporting their own mental health and wellness;
- Expand standards-based grading practices at our elementary schools to best provide feedback about learning and academic progress;
- Continue to strengthen our Tier 1 instructional practices to help students achieve optimal learning outcomes;
- Explore alternatives to the traditional assessment model by incorporating performance based opportunities for students to demonstrate mastery of their learning;
- Further develop our West Islip Profile of a Graduate by defining each of the attributes and the instructional implications at each grade level;
- Utilize data to guide instructional decisions and help all students reach their anticipated growth targets; and
- Incorporate relevant and meaningful learning experiences at the local and global level through industry partnerships, skill based programs and experiential travel opportunities.

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IV FACILITIES

Objectives:

- Evaluate district needs and identify priority items to fund through the District's reserves; and
- Continue to focus on and implement school safety measures that meet all recommended security standards.

V. TECHNOLOGY

Objectives:

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

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Adoption date:

Required
 Local
 Notice

SCHOOL BOARD LEGAL STATUS

The Board of Education is a seven-member Board elected by district residents. Each member of the Board serves for three years. The terms of office of Board members shall not all expire in the same year. Three members are elected in years whose number designations (i.e. 1986) are divisible by 3; two members are elected in other years.

Board members are responsible for school district management and policy-making.

The legal status of the Board is that of a corporate body established pursuant to the laws of New York State. Any liability of the district is a liability of the Board of Education as a corporation and not that of the members of the Board as individuals.

Members of the Board of Education have legal authority for the conduct of the district schools only when acting as a body in a properly convened session. Board members acting as individuals have no authority over personnel or school affairs. This defense and indemnification is subject to the definitions, limitations, qualifications, terms, conditions and intent of Section 18 of the Public Officers Law.

The Board will not be bound in any way by any individual's statement or action unless the Board, through an adopted policy or by a majority vote of Board membership, has delegated this authority to the individual member.

The Board is entrusted with the responsibility of developing policies under which the district is managed. In addition, the Board has all the powers and duties stated in the Education Law and other applicable New York State law.

Complete and final authority on all district educational matters, except as restricted by law, will be vested in the Board.

Ref: Education Law §§1604; 1604-a; 1701; 1702; 1703; 1708; 1709; 1710
1804(1); 2101(2); 2105
Section 18 of the Public Officers Law

Adoption date:

- () Required
- () Local
- (X) Notice

SCHOOL BOARD ELECTIONS

The elections of members of the Board of Education shall be held on the third Tuesday in May, unless due to a conflict with religious observance, the Board requests that the Commissioner approve changing the election date to the second Tuesday in May. The request is due to the Commissioner by March 1st. The polls shall be open for those hours designated by the district. The following items shall be voted upon:

1. the annual budget,
2. any vacancies on the Board of Education, and
3. any special propositions that have been properly presented.

Candidates for office shall be nominated by a petition directed to the district clerk which is signed by at least twenty-five (25) qualified voters of the district or by two (2) percent of the number of voters in the previous annual election, whichever is greater.

Electioneering during the hours of any vote is prohibited within the polling place or within 100 feet of any such polling place. Electioneering includes the display or distribution of any banner, poster, placard, button, or flyer, on behalf of or in opposition to any candidate or issue to be voted upon.

Cross-ref: 1050, Annual Election and Budget Vote
1500, Public Use of School Facilities

Ref: Education Law §§2002; 2012; 2014; 2018; 2018-a; 2019-a; 2031; 2031-a; 2035
Appeal of Giuliano, 37 EDR 572 (1998)
Appeal of Fitzpatrick, 30 EDR 124 (1990)
Appeal of Heidbrink, 29 EDR 192 (1989)
Appeal of Gasparini, 23 EDR 25 (1983)

Adoption date:

- Required
- Local
- Notice

CANDIDATES AND CAMPAIGNING

Nominations

Candidates for the office of member of the Board of Education shall be nominated by petition. Such petition shall be directed to the District Clerk, shall contain the signatures and addresses of at least 25 qualified voters of the district or two percent of the voters who voted in the previous election, whichever is greater, and shall state the name and residence of the candidate. Each petition shall be filed with the District Clerk not later than 30 days preceding the Annual Meeting and Election at which the candidates so nominated are to be elected.

The District Clerk will supervise the procedure used to establish the order of names on the ballot. The Board may reject nominations if the candidate is ineligible or has declared an unwillingness to serve.

Reporting Expenditures

If a candidate's campaign expenditures exceed \$500, the candidate must file a sworn statement with both the district clerk and the Commissioner of Education itemizing their expenditures and contributions received. The statement must list the amounts of all money or other valuable things paid, given, expended or promised by the candidate, or incurred for or on the candidate's behalf with his or her approval.

A candidate who spends \$500 or less is only required to file a sworn statement with the district clerk indicating this to be the case. No other campaign expenditure statement is required.

No person(s) shall make expenditures on behalf of a candidate without their approval, unless said person has filed a sworn statement with the District Clerk and the Commissioner of Education stating that the candidate did not approve such expenditure. The expenditure must be limited to \$25 and is not included in calculating the \$500 candidate expenditure.

An initial statement must be filed at least 30 days before the election, a second statement must be filed on or before the fifth (5th) day preceding the election and a final statement must be filed within 20 days after the election.

Electioneering

Electioneering during the hours of any vote is prohibited within the polling place or within 100 feet of any such polling place. Electioneering includes the display or distribution of any banner, poster, placard, button, or flyer, on behalf of or in opposition to any candidate or issue to be voted upon.

Cross-ref: 1050, Annual District Election and Budget Vote
6120, Budget Hearing

Ref: Education Law §§1528; 1529; 2018; 2031-a

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Adoption date:

- Required
- Local
- Notice

VOTING PROCEDURES

Eligibility to Vote

A person shall be entitled to vote in any school district election and in all matters placed upon the official ballot, if such person is:

1. a citizen of the United States;
2. at least 18 years of age;
3. a resident within the school district for a period of 30 days next preceding the meeting or election at which such person offers to vote;
4. qualified to register or is registered to vote in accord with section 5-106 of the Election Law which excludes:
 - a. convicted felons sentenced to a period of imprisonment for such felony;
 - b. felons convicted in a Federal Court, of a felony, crime, or offense which would constitute a felony in New York State, and who was sentenced to a period of imprisonment for such felony;
 - c. felons convicted in another state for a crime of offense which would constitute a felony in New York, and who were sentenced to a period of imprisonment for such felony;
 - d. persons adjudged incompetent by a court*The above provisions shall not apply if the individual is not sentenced to death or imprisonment or if the imprisonment is suspended.*

Challenges to voters believed unqualified to vote may be undertaken pursuant to Education Law provisions. Challenges may be received by the District Clerk or an individual designated by the Board of Education. Each annual or special election or meeting shall have a presiding chairman appointed by the Board. Such chairman shall have the responsibility of properly handling any challenges to the qualification of any voter.

Voting

Voting machines shall be used for recording the votes on all elections, budget votes, and votes on special propositions. The only exception to the use of voting machines shall be a situation where the machines are unavailable due to mechanical failure or state or local law prohibiting their use. If this should arise, paper ballots will be used.

Each voting machine shall have at least three election inspectors appointed by the Board in attendance during all voting hours. It shall be the duty of the District Clerk and assistant clerk or clerks to keep a poll list containing the name and legal residence of each person before such person is permitted to vote.

Commented [MW1]: Ed. Law 2607.

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Election inspectors shall not advise or induce such voter to vote on any proposition or candidate, and if the election inspector were to learn how the individual voted, the election inspector shall never reveal the vote(s) recorded to any other person at any time.

Write-in ballot slots are required. Ballots containing the names of nominated candidates will be provided by the Board. There will be as many write-in slots as there are vacancies at the time of election.

The writing in of a name in the blank space so provided, will sufficiently indicate a vote. The district cannot require a voter to place any other mark beside the name of a write-in candidate.

Absentee Ballots

The Board provides for the use of absentee ballots for voting. Such ballots shall be available for the election of members of the Board of Education, the adoption of the school district budget, and on questions and propositions submitted to the voters of the district. The application must be received by the District Clerk at least seven days prior to the election, if the ballot is to be mailed to the voter; or the application must be received by the day before the election, if the ballot is to be personally delivered. The application must be completed and returned, and the individual must verify therein that he/she meets all voting requirements, and explain the reason for his/her inability to appear in person to vote.

In particular, the individual must explain that he/she will be unable to appear to vote in person on the day of the school district election because:

1. he/she will be unable to appear personally at the polling place on such day because of illness or physical disability or duties related to the primary care of one or more individuals who are ill or physically disabled;
2. an inmate or patient of a veteran's administration hospital;
3. he/she will be absent from their county of residence on such day; or
4. he/she will be detained in jail awaiting action by a grand jury; awaiting trial; or is confined in prison after conviction for an offense other than a felony.

The district shall request registration lists from the Board of Elections for those voters whose registration record has been marked "permanently disabled" and shall automatically mail absentee ballots to such voters in advance of each district vote or election.

Early Mail Ballots

The Board provides for the use of early mail ballots for voting. Such ballots shall be available for the election of members of the Board of Education, the adoption of the school district budget, and on questions and propositions submitted to the voters of the district. The application must be received by the District Clerk at least seven days prior to the election, if the ballot is to be mailed to the voter; or the application must be received by the day before the election, if the ballot is to be personally delivered. The application must be completed and returned, and the individual must verify therein that he/she meets all voting requirements.

Ref: Education Law §§2012; 2014; 2015; 2018; 2018-a; 2018-b; 2018-c; 2018-e; 2019; 2019-a; 2020; 2025; 2032(2)(e); 2035; 2037; 2603; 2607; 2610; 2613
Election Law §§3-224; 5-106; 5-612; 5-400
Matter of Rodriguez, 31 EDR 471 (1992)

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Matter of Gresty, 31 EDR 90 (1991)

Matter of Ferro, 25 EDR 175 (1985)

Matter of Manno and Maloney, 23 EDR 172 (1983)

Matter of Yost, 21 EDR 140 (1981)

Matter of Alpert and Helmer, 20 EDR 281 (1980)

Matter of Reigler and Barton, 16 EDR 256 (1977)

Adoption date:

- Required
- Local
- Notice

BOARD MEMBER QUALIFICATIONS

The qualifications of a member of the West Islip Union Free School District Board of Education are that the individual:

1. must be able to read and write;
2. must be a qualified voter of the district; that is, a citizen of the United States, at least 18 years of age or older, and not adjudged to be an incompetent;
(Note: a convicted felon is barred from running for a seat on a board of education if his or her maximum prison sentence has not expired or if he or she has not been pardoned or discharged from parole)
3. must be and have been a resident of the school district for at least one year prior to election;
4. may not have been removed from any school district office within the preceding year;
5. may not reside with another member of the same school board as a member of the same family;
6. may not be a current employee of the school district; and
7. may not simultaneously hold another incompatible public office.

Ref: Education Law §§2102; 2103; 2502(7)
Election Law §5-106(2)-(4), (6)
Rosentock v. Scaringe, 40 N.Y.2d 563 (1976)
Matter of Schoch, 21 EDR 300 (1981)

Adoption date:

- Required
- Local
- Notice

BOARD MEMBER RESIGNATION AND REMOVAL FROM OFFICE

Resignation

A member of the Board of Education may resign his/her office by filing his/her resignation with the District Clerk. The resignation shall become effective on the date specified, if no date is specified, the resignation will become effective immediately upon delivery to the District Clerk. In no event shall the effective date be more than 30 days after its proper filing.

Removal from Office

A member of the Board of Education may be removed from office for willful violation or neglect of duty, or for willfully disobeying any decision, order or regulation of the Commissioner of Education. Notice of the charge and an opportunity for defense shall be provided. Official misconduct may be grounds for removal by the Board after a hearing.

A vacancy on the Board may also be declared if it is clearly established that a member has failed to attend three consecutive meetings without a good and valid excuse or if a member has changed his/her legal residence from that of the school district.

A Board member who has been removed from office is ineligible to be appointed or be elected to any office in the District for one year from the date of removal.

Filling Vacancies

The Board of Education has the power to fill any vacancy, by a majority vote, which may occur on the Board by reason of death, resignation, removal from office or from the school district, or refusal to serve, of any member or officer of the Board. The person so appointed in the place of any such member of the Board shall hold his/her office until the next regular school district election. The unexpired term of the office will then be filled by election.

The Board shall have the power to call a special school district election for the purpose of filling the unexpired term of office of a member of the Board.

**Ref: Education Law §§306; 1709; 2103; 2109, 2111, 2113
Public Officers Law §31**

Adoption date:

- Required
- Local
- Notice

SCHOOL DISTRICT OFFICER AND EMPLOYEE CODE OF ETHICS

The Board of Education is committed to avoiding any situation in which the existence of conflicting interests of any Board member, officer or employee may call into question the integrity of the management or operation of the District. The Board recognizes that sound, ethical standards of conduct serve to increase the effectiveness of district officers and staff as educators and public employees in the community. Adherence to a code of ethics promotes public confidence in the schools and furthers the attainment of district goals.

The Board also recognizes its obligation to adopt a code of ethics setting forth the standards of conduct required of all Board members, district officers and employees under the provisions of the General Municipal Law. Therefore, every Board member, officer and employee of the district, whether paid or unpaid, shall adhere to the following code of ethics.

The District Clerk will be responsible for ensuring that all Board Members sign a statement acknowledging the "Code of Ethics" at the Annual Organizational Meeting.

Statutory Conflicts of Interest

It is a conflict of interest for a Board member, officer or employee to benefit personally from contracts made in their official capacity.

- "Officer" is an officer of the School District whether elected or appointed, whether paid or unpaid.
- "Employee" is any persons directly employed and compensated by the School District.
 "Contract" is defined broadly to include any claim or demand against the district or account or agreement with the district, whether expressed or implied, which exceeds the sum of \$750.00 in any fiscal year. An "interest" is defined as a direct or indirect benefit that runs to the employee as a result of a contract with the district.

No Board member, officer or employee shall have an "interest" (i.e., receive a direct or indirect benefit as the result of a contract with the district) in:

1. a firm, partnership or association in which he/she is a member or employee;
2. a corporation in which he/she is an officer, director or employee;
3. a corporation in which he/she, directly or indirectly, owns or controls 5% or more of the stock;
4. a contract between the district and his/her spouse, minor child or dependents, except for an employment contract between the school district, a spouse, minor child or dependent of a Board member authorized by §800(3) of the General Municipal Law or §3016 of the Education Law.



1. Gifts: A Board member, officer or employee shall not directly or indirectly solicit any gift or accept or receive any gift having a value of \$75 or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could

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reasonably be inferred that the gift was intended to influence him or her in the performance of his or her official duties or was intended as a reward for any official action on his or her part.

However, the Board welcomes and encourages the writing of letters or notes expressing gratitude or appreciation to staff members. Gifts from children that are principally sentimental in nature and of insignificant financial value may be accepted in the spirit in which they are given.

2. **Confidential information:** A Board member, officer or employee shall not disclose confidential information acquired by him or her in the course of his or her official duties or use such information to further his or her personal interest. Confidential information, as used in this Section 2, includes but is not limited to (1) matters discussed in a properly convened executive session; (2) any information marked as confidential; and (3) any information that is considered confidential by law. However, the Board, acting as a whole, may decide to disclose such information where disclosure is not prohibited under the law. Additionally, disclosure of such information is not prohibited where it is warranted to appropriate law enforcement entities for investigation and possible action, or where a board member is compelled to reveal the information in a court case.
3. **Representation before the Board or District:** A Board member, officer or employee shall not receive or enter into any agreement, expressed or implied, for compensation for services to be rendered in relation to any matter before the school district.
4. **Disclosure of interest in matters before the Board:** A Board member, officer or employee of the district, whether paid or unpaid, must publicly disclose the nature and extent of any interest they or their spouse have, will have or later acquire in any actual or proposed contract, purchase agreement, lease agreement or other agreement involving the school district (including oral agreements), to the governing body and his/her immediate supervisor (where applicable) even if it is not a prohibited interest under applicable law. Such disclosure must be in writing and made part of the official record of the school district. Disclosure is not required in the case of an interest that is exempted under Section 803(2) of the General Municipal Law. The term "interest" means a pecuniary or material benefit accruing to an officer or employee.
5. **Investments in conflict with official duties:** A Board member, officer or employee shall not invest or hold any investment directly in any financial, business, commercial or other private transaction that creates a conflict with his or her official duties. Subject to the exceptions to the conflict of interest law described in Section 802 of the General Municipal Law (see 2160-E.1).
6. **Private employment:** A Board member, officer or employee shall not engage in, solicit, negotiate for or promise to accept private employment when that employment or service creates a conflict with or impairs the proper discharge of his or her official duties.
7. **Future employment:** A Board member, officer or employee shall not, after the termination of service or employment with the district, appear before the Board in relation to any action, proceeding, or application in which he or she personally participated during the period of his or her service or employment or that was under his or her active consideration.
8. **Involvement with Charitable Organizations:** A Board member, officer or employee may be involved as a volunteer, officer or employee in a charitable organization which has a relationship with the district. If a Board member is a board member, officer or employee of the charitable organization the Board member must disclose such relationship in writing to the district, and the Board member must recuse himself or herself from any discussions or votes relating to the charitable organization which may come before the

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Board. When participating in the activities of the charitable organization, the Board member, officer or employee shall not disclose any confidential information learned in the course of his or her official duties or use such information to further personal interests.

Additionally, the Board member, officer or employee shall not make representations on behalf of the district unless specifically authorized to do so by the Board.

9. Procurements with Federal Funds: The District complies with the requirements of the federal Uniform Grant Guidance for conflicts of interest and mandatory disclosures for all procurements with federal funds.

No District employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, spouse, partner, or an organization which employs or is about to employ any of those parties has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or subcontractors. Violations of this policy are subject to disciplinary action.

Each employee, board member, or agent of the school system who is engaged in the selection, award, or administration of a contract supported by a federal grant or award and who has a potential conflict of interest must disclose that conflict in writing to the Treasurer. The Treasurer shall disclose in writing any potential conflict of interest to NYSED or other applicable pass-through-entity or the Federal awarding agency. The Treasurer shall also disclose in writing to NYSED or other applicable pass-through-entity in a timely manner all violations of federal criminal law involving fraud, bribery, or gratuities potentially effecting any federal award. The Treasurer shall fully address any such violations promptly and notify the Board accordingly.

Distribution of Code of Ethics

The Superintendent of Schools shall cause a copy of this Code of Ethics to be distributed to every member of the Board, every officer and employee of the school district. Each officer and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his or her office or employment. In addition, the Superintendent shall ensure that a copy of Article 18 of the General Municipal Law shall be kept posted in each public building under the district's jurisdiction in a place conspicuous to the district's officers and employees.

Penalties

In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of the Board's code of ethics and its accompanying regulation may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

Ref: General Municipal Law §§800-808
Opn. St. Comp. 2008-01
Appeal of Rivers, 60 EDR Dec. No 17,989 (2021)
Application of the Board of Education, 57 EDR Dec. No. 17,147 (2017)
Application of Nett and Raby, 45 EDR 259 (2005)
2 CFR Part 200, Subpart B

Adoption date:

- Required
- Local
- Notice

BOARD ORGANIZATIONAL MEETING

The Board of Education recognizes its obligation to hold an annual organizational meeting. The purpose of the organizational meeting is to elect officers of the Board and make the proper appointments and designations of other district employees for the proper management of the school district during the school year.

The Board will hold its annual organizational meeting on the first Tuesday in July. If that day is a legal holiday, the Board will hold the meeting on the first Wednesday in July. The Board may alternately hold the meeting on a date during the first 15 days in July that is not a legal holiday. The Board will choose this date by resolution at a Board meeting before July.

The previous Board President or the District Clerk shall call the meeting to order, and shall preside until the election of a new president. The order of business to be conducted at the organizational meeting shall include items required or implied by state law and/or regulation. The Board may also conduct general district business, including properly entering into executive session, if necessary, at the end of the meeting before adjourning.

I. Oath of Office

The School Attorney, or any officer authorized to administer the oath, ~~insert title of official, typically the District Clerk~~ shall administer and countersign the oath of office to newly-elected Board members. The oath shall conform to Article XIII-1 of the New York State Constitution, and Section 10 of the Public Officers Law. No new Board member shall be permitted to vote until he/she has taken the oath of office.

II. Election of Board Officers

The Board shall elect a president ~~and vice president~~ for the ensuing ~~year, and year and~~ administer the oath of office to him/her. The Board may, in its discretion, elect a vice president for the ensuing year and shall have the oath of office administered to him/her. A majority of all members of the Board shall be necessary for a valid election.

III. Appointment of District Officers

The Board shall appoint and the Board President administer the oath of office to the following district officers:

- o District Clerk
- o District Treasurer
- o Deputy Treasurer
- o Claims Auditor

IV. Appointment of Other Positions

West Islip

The Board shall appoint and establish the stipend (if any) for the following positions (*include only those that are appropriate for the district*):

- | | |
|---|--|
| Chief/School Physicians | School Attorney |
| Attendance Officer | Insurance Carrier |
| Internal Auditor | Records Access Officer |
| External Auditor | Records Management Officer |
| Audit Committee | Data Protection Officer |
| Title IX/Section 504 Hearing Officer(s) | Treasurer(s) of Student Activity Account |
| Purchasing Agent | Deputy Purchasing Agent |
| Dignity Act Coordinator(s) | McKinney/Vento Liaison |
| Committee on Special Education (CSE) | |
| Committee on Preschool Special Education (CPSE) | |

V. Bonding of Personnel

The Board may bond the following personnel handling district funds:

- Tax Collector
- District Treasurer
- Treasurer of Student Activity Account
- ~~Claims Auditor~~
- ~~Deputy Treasurer~~
- Other officers and designees as required by law, or as deemed appropriate by the Board.

Commented [MW2]: Please confirm these are the only individuals the Board wishes to bond.

The Board may, in each instance, specify the amount of the bond it intends to obtain. The Board may include any of the above officers in a blanket undertaking, pursuant to law and Commissioner's Regulations, rather than bond individuals.

VI. Designations

The Board shall designate/approve:

- Official depositories for district funds
- Official district newspapers
- The day and time of regular meetings
- The day and time of West Islip High School Commencement Exercises
- The rate for mileage reimbursement
- The calendar for the upcoming school year
- The prices for school meals
- Tuition rates for non-resident students
- Travel and meal expense reimbursement limits

The Board shall also adopt the rotational list of impartial hearing officers for the district as provided by the State Education Department.

VII. Authorizations:

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- a. of person to certify payrolls;
- b. of contracts for student services (such as health, cafeteria), and tuition contracts, when necessary;
- c. of attendance at conferences, conventions, workshops, etc., with designated expenses;
- d. to establish petty cash funds (and to set amount of such funds);
- e. to designate authorized signatures on checks;
- f. of Board and district memberships in professional organizations;
- g. to offer school district employee and officer indemnification under Public Officer's Law §18;
- h. of positions entitled to use district-owned cell phones and credit cards;
- i. of Board representative(s) for appointing Impartial Hearing Officers; and
- j. of Superintendent of Schools to approve budget transfers, and the monetary limits of such transfers.

The Board shall review its policies on Investments (5220) and Purchasing (5410,5412), and the Student Code of Conduct (5300), and Parental Involvement (3251) annually, as required by law. The Board shall also review building-level student attendance data as required under Commissioner's Regulations section 104.1, and if the data shows a decline in attendance rates, shall review its policy on Attendance (7110).

Cross-ref: 2270, School Attorney
2220, Board Officers
2230, Appointed Board Officials
2310, Regular Meetings
5100, Attendance
5252, Student Activities Funds Management
5300, Code of Conduct
6240, Investments
6650, Claims Auditor
6680, Internal Audit Function
6690, Audit Committee
6700, Purchasing
6741, Contracting for Professional Services

Ref: New York State Constitution, Article XIII, §1
General Municipal Law §103(2) (official newspapers)
Public Officers Law §§10; 13; 30
Education Law §§305(31) (designated educational official); 1701 (meeting to elect president, may elect vice president); 1707 (date of meeting); 1720(2) (bonding of personnel); 1904 (central high school districts in Nassau county); 2130 (appoint clerk, bonded treasurer and bonded tax collector); 2502(9) (City of Albany), (9-a) (City of Rensselaer); 2504 (small city meeting during the first week of July, day and time of regular meetings); 2527 (bonding officials in small city school districts); 2553(9) (City of Rochester), (10) (City of Buffalo); 2563 (large city meetings)
8 NYCRR §§104.1 (requirement to review attendance data); 170.2 (bonding of tax collector, treasurer, claims auditor); 170.12 (bonding of claims auditor); 172.5 (bonding of extra classroom activity treasurer)

Adoption date:

() Required
(X) Local
(X) Notice

BOARD OFFICERS

The President of the Board of Education shall be elected by members of the Board at the annual organization meeting in July. The Board, in its discretion, may elect a vice president for the ensuing year at the annual organization meeting.

Duties of the President of the Board

The duties of the President of the Board shall be as follows:

1. to preside at all meetings;
2. to call special meetings he/she considers necessary or on request of one member of the Board;
3. to appoint committees with the advice of fellow Board members;
4. to act as an ex-officio member of all committees;
5. to execute all documents on behalf of the Board;
6. to perform the usual and ordinary duties of the office.
7. consult with the Superintendent in planning the Board's agenda;
8. confer with the Superintendent on crucial matters that may occur between Board meetings;
9. be public spokesperson for all Board-related matters at all times except as this responsibility is specifically delegated to others;
- 6-10. Have the right, as other Board members have, to offer resolutions, discuss questions and to vote.

Duties of the Vice-President

The Vice-President shall assume all the duties of the President in his/her absence or by reason of his/her disability. Should a vacancy occur in the role of president, the vice-president shall act as president until a new president is elected.

Ref: New York State Constitution, Article 13 §2
Local Finance Law §2.00(5)(e)
Education Law §§1709; 2105(6); 2502; 2504; 2553; 2563; 2590-b

Adoption date:

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Commented [3]: Any interest to add to these lists: This is from our old policy.

In addition the President will:

Consult with the Superintendent in planning the Board's agenda;

Confer with the Superintendent on crucial matters that may occur between Board meetings;

Be public spokesperson for all Board-related matters at all times except as this responsibility is specifically delegated to others;

Have the right, as other Board members have, to offer resolutions, discuss questions and to vote.

Commented [MW4R3]: The list from the previous policy may be included in addition to the list herein.

Commented [5]: The Board of Education may, in its discretion, elect one of its members Vice President who shall have the power to exercise the duties of the President in case of the absence or disability of the President. In case of vacancy in the office of the President, the Vice President shall act as President until a President is elected.

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APPOINTED BOARD OFFICIALS

NOTE: This policy is offered as a replacement to the previously adopted policy 1331, Duties of the District Clerk and 1332 Duties of the School District Treasurer.

District Clerk

The Board of Education shall annually appoint a District Clerk. The District Clerk shall:

1. keep **and preserve** an accurate record of the proceedings of the Board of Education and shall submit a copy of the proceedings to each Board member and the Superintendent of Schools;
2. file all correspondence and records relating to matters of the school district, involving the Board;
3. prepare and arrange publication of legal notices;
- 3-4. **provide notice of the time and place of all special and annual district meetings, including meetings which have been adjourned;**
- 4-5. attend all public meetings of the Board (Regular and Special) as well as public hearings of the Board and, when requested:
6. perform duties pertaining to the preparation for, and conduct of district elections, budget votes, and special district referendum elections;
7. **provide notice to every person elected or appointed to office of his/her appointment or election and report the names and addresses of such officers to the Town Clerk;**
8. **keep and preserve all records, books and papers belonging to the Office of the Clerk;**
- 5-9. **notify the County Treasurer of the name and address of any individual(s) elected to the office of treasurer and district collector;**
- 6-10. in the absence of both the President and Vice-President of the Board at a duly constituted meeting, determine the member with the longest tenure on the Board, in alphabetical order, and that member shall then assume all the usual duties of the President until either the President or Vice-President is in attendance;
- 7-11. **administer the Oath of Office for all Board members and school district officers;** and
- 8-12. perform any other work requested of him/her by the Board or the Superintendent.

Commented [MW6]: The District has the School Attorney perform this function.

District Treasurer

The Board of Education shall also annually appoint a District Treasurer. The District Treasurer shall:

1. **act as custodian of all monies belonging to the district;**
2. **receive all monies belonging to the district and issue receipt for same;**
3. **deposit monies received in banks designated by the Board;**
4. **be bonded in such sum as shall be required before entering into the duties of the office;**
5. **pay out district monies on written order of officials of the Board; and**
6. **give detailed accounts of monies received and disbursed;**

Commented [7]: Items 7-13 were brought over from the previously adopted policy and should be reviewed carefully to ensure it reflects the current practice of the district and intent of the Board.

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7. during the annual meeting, the treasurer shall render a full account of all monies received by him/her and from what source, and when received, and all disbursements made by him and to whom and the dates of such disbursements, and the balance of moneys remaining;
8. provide periodic and annual District financial reports;
- ~~6-9.~~ maintain the bond and investment ledger;
- ~~7-10.~~ reconcile all bank balances and conduct trial balances on all accounts;
- ~~8-11.~~ develop a monthly outstanding check list for audit purposes;
- ~~9-12.~~ arrange for short-term loans to meet operating expenses when tax moneys are not available and for construction work prior to the sale of bonds;
- ~~10-13.~~ coordinate cafeteria reimbursement claims each month;
- ~~11-14.~~ file and prepare all financial reports including annual school budget to state, tax budget to town, tax levy to state; and
- ~~12-15.~~ file and prepare all financial reports in conjunction with the Assistant Superintendent for Business including annual school budget, tax levy and other required financial reports to the State, tax budget reports to the Town and miscellaneous required reports (Moody's and others).

Ref: Education Law §§2121; 2122; 2130
8 NYCRR §§170.1 (duties of treasurer); 170.2 (bonding of tax collector, treasurer, claims auditor)

Adoption date:

Commented [MGV8]: Please review with the Business Office to ensure the accuracy of this list.

Required
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COMMITTEES OF THE BOARD

The Board will generally serve as a committee-of-the-whole. However, the following standing committees shall be formed at the Annual Organizational Meeting.

1. Buildings and Grounds
2. Finance
3. Health & Wellness Alliance
4. Special Education
5. Policy
6. Education
7. Audit
8. Safety

Appointments to the established standing committees will be made by the President after each member has had an opportunity to express his preferences. Whenever possible, Board members' seniority should be considered when making these standing committee appointments. When standing committees are approved, each Board member will accept at least one standing committee.

The function of each committee shall be one of investigation and recommendation. Committees cannot make legal decisions for the Board.

A Central Office administrator and the Board of Education President will be assigned ex-officio members of each standing committee. However, if the Board of Education President acting as an ex-officio member constitutes a fourth member, he or she shall not be a voting member of that committee.

The Board of Education shall establish liaisons in the following areas:

1. New York State School Boards Association Legislative Network
2. Nassau-Suffolk School Boards Association
3. Committee on Special Education
4. PTA Council Liaison
5. School Board/Student Liaison
6. Health and Wellness

Visitation Committees

The Board of Education shall visit every school at least once annually, and report on their conditions at the next regular meeting of the Board.

Ref: Education Law § 1708

Adoption date:

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CITIZENS ADVISORY COMMITTEES

The Board of Education recognizes that it can beneficially utilize the talents, resources, and interests available among district residents and district employees to assist in developing the programs needed for the maintenance of a quality educational program in the schools of the district. To that end, the Board shall, at its discretion and in accordance with state law and regulation, appoint Citizens Advisory Committees, whose membership shall consist of representative-residents of the district and/or district employees, to meet with the Board to provide advice and reaction about important matters before the Board which may have special significance for the community.

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Each citizens committee organized by the Board shall be appointed and discharged by official Board resolutions. Resolutions appointing such committees shall state specifically the scope of the work of the committee. The term of advisory committee members will be limited to one year.

The Board will instruct each advisory committee as to the length of time each member is being asked to serve and the service the Board wishes the committee to render, as well as the extent and limitations of the committee's responsibilities.

Appointments to Citizens Advisory Committees ~~shall will~~ be on the basis of interest, experience, expertise, and concern. Only district residents and district employees may be appointed to Citizens Advisory Committees. No one shall be appointed as a representative of a specific group or area, unless it is the express purpose of the Board to have all areas of the community represented, in which case the Board will, in its discretion, appoint representative members of every such group or area. The Board shall make every effort to form a committee that is representative of the entire community.

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Committees shall report all suggestions and recommendations to the Board and Superintendent of Schools prior to public release. Recommendations of advisory committees will be based on research and fact. Their recommendations will be channeled to the Board through the Superintendent.

The Board may accept, reject, or return committee recommendations for further study. Any action stemming from committee reports is the responsibility of the Board. Publicity, or the release of information, concerning committee findings shall be the responsibility and the prerogative of the Board. Advisory committees shall be discontinued upon completion of their assignment(s).

Ref: 8 NYCRR §135.3(b)(2), (c)(2)
Education Law §§4402,4601

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SCHOOL ATTORNEY

The Board of Education shall retain legal counsel, who shall be appointed at the Annual Organizational Meeting of the Board of Education. This legal counsel will represent the Board of Education, and shall report directly to the Board. The attorney shall have applicable legal expertise to represent the interests of the school district.

Any attorney working for the Board as legal counsel must be admitted to the bar of New York State and duly licensed to practice law in New York State. Other qualifications, such as years of experience representing school districts in the area of education law, shall be outlined in the Request for Proposal.

The written agreement with the attorney and/or law firm shall describe, at a minimum, the cost (e.g., hourly rates, retainer agreement), services provided, representation (e.g., in hearings, courts, investigations, negotiations), and level of participation at Board meetings

The status of the retainer agreement and costs will be monitored by the Superintendent or his or her designee.

The Attorney and/or law firm will be the legal advisor to the Board. In that capacity, the legal counsel's duties may include, but not be limited to, the following:

1. to advise the Board with respect to all legal matters relating to the district, including, but not limited to, interpretation of the Education Law of the State of New York, and all other statutes, rules or regulations affecting the district;
2. to be easily accessible to the Board and the Superintendent of Schools (and, at the discretion of the Superintendent, to his/her administrative staff), with respect to legal matters arising out of the day-to-day administration of the district. ~~optional language:~~ This includes being available for Board meetings at the Board's request);
3. to review and to represent the district in the preparation of contracts, as requested by the district (other than the contract for school attorney services);
4. to advise and assist in matters of litigation pursuant to the retainer agreement;
5. ~~may ask to~~ review ~~and advise with respect to~~ the legality of policies or regulations to be considered for adoption by the Board;
6. to review and advise with respect to any legal papers served upon the district to commence legal action; and
7. to recommend the retainment of special counsel as he or she may deem necessary in the circumstances, subject to the approval of the Board. Retaining additional legal counsel shall be subject to the process outlined in Board policy. The school attorney and/or firm will report any censure, suspension, or disbarment to the Board.

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Cross-ref: 2210, Board Organizational Meeting
 2410, Policy Development, Adoption, Implementation and Review

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6700, Purchasing

6741, Contracting for Professional Services

Adoption date:

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REGULAR MEETINGS

NOTE: This policy is offered as a standalone policy with elements from previously adopted policy 1510, Board Meetings being used as appropriate. This version is offered for consideration of the Board.

In order to perform its duties in an open and public manner, and in accordance with state law, the Board of Education will hold regular business meetings once a month.

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The time, dates and place of regular Board of Education meetings will be established at the annual organizational meeting. In the event that the day appointed for a regular meeting falls on a legal holiday, the meeting will be rescheduled. All regular Board meetings are open to the public. The district will make all reasonable efforts to ensure that the meeting facility provides barrier-free access to the physically handicapped and accommodates all members of the public who wish to attend.

The district will comply with applicable notice requirements (see policy 15302349). Videoconferencing of Board meetings is addressed in policy 23251512.

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In addition to the members of the Board, the following individuals will regularly attend the business meetings of the Board: ~~include titles such as the~~ Superintendent of Schools, the Assistant Superintendent for Curriculum and Instruction, the Assistant Superintendent for Human Resources, and the Assistant Superintendent for Business and Operations, and other specified personnel as deemed necessary.

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Cross-ref: 2210, Board Organizational Meeting
2325, Videoconferencing of Board Meetings
2340, Notice of Meetings
2360, Minutes

Ref: Public Officer's Law §§102; 103; 104

Adoption date:

- () Required
- (X) Local
- (X) Notice

VIDEOCONFERENCING OF BOARD MEETINGS

NOTE: Chapter 56 of the Laws of 2022 amended the Open Meetings Law, revising the requirements for meeting via videoconference by adding new section 103-a. This section is effective July 1, 2024 (unless it is extended or made permanent in the future). Until August 14, 2022 (when the current pandemic-related virtual meeting authority expires), boards can continue to meet remotely without permitting in-person public access, but must permit the public to view or listen to the meeting, and must record and later transcribe the meeting. The amended law also provides that during a declared emergency, boards may meet virtually without the need for in-person access.

To allow Board members to participate via videoconferencing under extraordinary circumstances pursuant to §103-a, Boards must adopt a resolution after holding a public hearing and must maintain an official website. Note that the Board's resolution can be applicable to the Board and its committees or subcommittees, or may specify that each committee or subcommittee may make its own determination. The law also requires the establishment and posting of written procedures governing participation by videoconferencing. Such procedures, which could take the form of this policy, or a separate document attached to it, should be tailored to your district's process.

The NYS Committee on Open Government has issued guidance on this topic: https://opengovernment.ny.gov/system/files/documents/2022/05/chapter_56_of_the_laws_of_2022_guidance_document_05-20-22.pdf. Based on this guidance, it is our understanding that, whether or not the Board adopts a resolution to allow videoconferencing under extraordinary circumstances, Board members can participate via videoconferencing as was permitted by the Open Meetings Law prior to the enactment of §103-a, i.e., where all locations, including those where Board members participate by videoconference, must be open to members of the public.

This policy is new for consideration of the Board.

Commented [9]: Requesting Legal Input and guidance

Commented [MW10R9]: This policy is legally sufficient, however, in lieu of adopting the new policy, the District may elect to maintain its current Videoconferencing Policy. Should the District elect to maintain its current policy, language may be added, as included below, regarding members who are considered disabled and thus unable to attend an in-person meeting. This language is permissive and is not required to be adopted by the District.

Commented [JC11R9]: I agree that we should use the previously adopted policy as this was done recently.

Videoconferencing Locations Open to the Public

Members of the Board of Education may attend Board meetings by videoconference, if their location is open to the public, and appropriate public notice has been given as outlined in policy 2340, Notice of Meetings. Such members may participate in all aspects of the meeting, including establishing a quorum, discussions, and voting. Board members participating via videoconference must disclose the total number of people in attendance at that location. To promote the highest degree of confidentiality during executive session, such Board members must sign an affidavit that the only people, if any, present in the room during the executive session were authorized to be there.

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The District will make all reasonable efforts to ensure that the facility of the primary meeting site provides barrier-free access to the physically handicapped, and accommodates all members of the public who wish to attend. Sites where a member participates via videoconference which are open to the public are not required to comply with these conditions.

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Pursuant to Board resolution # _____, dated _____, Board members are permitted to participate in meetings via videoconferencing under extraordinary circumstances, in accordance with state law and this policy. [Optional language: That resolution is attached to this policy as an exhibit.] Extraordinary circumstances include: disability, illness, caregiving responsibilities, or any other significant or unexpected factor or event which precludes the members' physical attendance at the meeting.

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NOTE: The first sentence of the paragraph below reflects a requirement of the law. The second sentence reflects clarifying guidance from the Committee on Open Government.

To utilize videoconferencing under extraordinary circumstances, a quorum of Board members must be present in the same physical location(s) where the public can attend the meeting. Board members videoconferencing under extraordinary circumstances can participate in meeting discussions and voting, and their locations are not required to be open to the public, but they do not count towards a quorum unless their locations are open to the public.

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However, the Board permits board members who have a disability that renders them unable to participate in person in any location where the public can attend, to count toward fulfilling a quorum, as long as the district maintains at least one physical location where the public can attend the meeting. For purposes of this paragraph, disability is as defined in Executive Law §392: (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques, (b) a record of such an impairment, or (c) a condition regarded by others as such an impairment.

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The in-person quorum requirement will not apply in the event of a declared state disaster emergency or local state of emergency, if the district determines that such emergency would affect or impair the district's ability to hold an in-person meeting.

- Commented [MW12]: The Open Meetings Law was amended in 2023 to allow a public body to allow for attendance for members who are considered disabled and thus unable to attend an in-person meeting. This language is permissive and is not required to be adopted by the District.
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NOTE: The following paragraph does not reflect a requirement of §103-a, but is suggested to effectuate the law as part of the Board's written procedures, consistent with COOG guidance and model procedures. The law does not include a deadline for requests, but videoconferencing must be included in the notice of meetings. Your Board may wish to include other elements it finds necessary.

To participate via videoconference under extraordinary circumstances, Board members must notify the Superintendent, District Clerk, or designee, as soon as the need arises, stating the extraordinary circumstance, no later than four business days prior to the meeting, in order to give proper notice to the public. The district will also notify the Board officers. If extraordinary circumstances arise within four business days prior to the meeting, the district will update its public notice as soon as practicable. If the district cannot update its public notice, the district may reschedule its meeting. Such notification may be made by any means (e.g., phone, electronically, in writing or in person), but the Board member should receive confirmation, so they know the request was received and approved.

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NOTE: The following paragraph does not reflect a requirement of §103-a, but is suggested to effectuate the law.

If more than one Board member wishes to participate in the same meeting by videoconferencing under extraordinary circumstances, the district will consider the need for a quorum at locations where the public may attend. The district may reschedule meetings if appropriate.

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The district will give public notice of meetings using videoconferencing under extraordinary circumstances pursuant to policy 2340).

~~NOTE: The district's written procedures governing videoconferencing under extraordinary circumstances must be posted on the district's website.~~

This policy, or the district's written procedures for videoconferencing under extraordinary circumstances if a separate document, will be posted on the district website.

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Except for properly convened executive sessions, all Board members (i.e., those attending both in person and via videoconferencing) must be able to be heard, seen and identified (e.g., their first and last name shown) during the meeting, including all motions, proposals, resolutions or any other matter formally discussed or voted upon.

~~NOTE: Opinion #5575 of the Committee on Open Government (issued prior to the enactment of §103-a) advised that Board members participating via videoconference, as their locations were required to be open to the public, could be required to sign an affidavit regarding those present during executive sessions. Under §103-a, remote locations are not required to be open to the public. The Board may still wish to address confidentiality of information discussed during executive session. If the Board wishes to require Board members to sign an affidavit as described in the first paragraph of this policy, we urge you to consult with your attorney.~~

All meetings that are broadcast or utilize videoconference technology will utilize technology that permits access by members of the public with disabilities, consistent with the Americans with Disabilities Act, as amended.

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For all meetings involving videoconferencing under extraordinary circumstances, the district will provide members of the public the opportunity to view the meeting via video and participate in public comment via videoconference in real time where public comment is authorized, to the same extent as in person comment.

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Minutes of meetings involving videoconferencing under extraordinary circumstances will include which members participated remotely.

All meetings where videoconferencing under extraordinary circumstances is used will be recorded, except those portions held in executive session. Recordings will be posted or linked on the district website within five business days of the meeting and remain posted or linked for at least five years after the meeting. Recordings will be transcribed upon request.

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~~Cross-ref: 1230, Public Comment at Board Meetings
2310, Regular Board Meetings
2320, Special Board Meetings
2340, Notice of Meetings
2360, Minutes~~

~~Ref: Public Officer's Law §§102; 103; 103-a; 104~~

NYS Department of State, Committee on Open Government, Advisory Opinion OML-AO #5575 (3/6/2018)

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“Questions and Answers, Chapter 56 of the Laws of 2022,” NYS Committee on Open Government,
<https://opengovernment.ny.gov/system/files/documents/2022/05/chapter-56-of-the-laws-of-2022-guidance-document-05-20-22.pdf>

Adoption date:

- () Required
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- (X) Notice

EXECUTIVE SESSIONS

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The Board of Education may hold executive sessions at which only the members of the Board or persons invited by the Board may be present. However, the executive session is only available for the purpose of discussion, and except as the law allows, formal action must be taken in an open session.

Executive sessions can be requested by any member of the Board or the Superintendent of Schools.

A Board member must make a motion during an open meeting to convene ~~to an~~ executive session. Upon a majority vote of its members, the Board may convene ~~to an~~ executive session at a place which the Board President or said members may designate within the district to discuss the subjects enumerated below. Matters which may be considered in executive session are:

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1. matters which will imperil the public safety if disclosed;
2. any matter which may disclose the identity of a law enforcement agent or informer;
3. information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;
4. discussions regarding proposed, pending or current litigation;
5. collective negotiations pursuant to Article 14 of the Civil Service Law (the Taylor Law);
6. the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;
7. the preparation, grading or administration of examinations; and
8. the proposed acquisition, sale, or lease of real property or the proposed acquisition of securities, or sale or exchange of securities, but only when publicity would substantially affect the value thereof.

The motion to go into executive session must be detailed enough to allow the public to understand the topic the Board will be discussing, without disclosing specifics. Discussion in executive session will be limited to the topic(s) identified in the motion.

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A Board may not take action in executive session except to vote on disciplinary charges against a tenured teacher.

Individual Board members, acting on their own, cannot disclose matters discussed in a properly convened executive session. However, the Board, acting as a whole, may decide to disclose such information where disclosure is not prohibited under the law. Additionally, disclosure of such information is not prohibited where it is warranted to appropriate law enforcement entities for investigation and possible action, or where a board member is compelled to reveal the information in a court case.

Minutes will be taken at executive sessions of any action that is taken by a formal vote and should consist of a record or summary of the final determination of such action and the date and vote thereon, provided, however, that such summary need not include any matter which is not required to be made public by the Freedom of

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Information Law. Minutes taken shall be available to the public within one week from the date of the executive session.

Cross-ref: 2160, Code of Ethics

Ref: Education Law §1708 (3)
Public Officers Law §§100 et seq.
Appeal of Rivers, 60 EDR Dec. No 17,989 (2021)
Application of the Board of Education, 57 EDR Dec. No. 17,147 (2017)
Application of Nett and Raby, 45 EDR 259 (2005)
Formal Opinion of Counsel No. 239, 16 EDR 457 (1976)

Adoption date:

- Required
- Local
- Notice

NOTICE OF MEETINGS

For all regular and scheduled special meetings of the Board of Education, the District Clerk will give adequate notice to all members and to the community, including posting notice of the time and place of meetings on the District website. ~~Notice will be given or electronically transmitted public notice to the extent practicable to the news media and shall be conspicuously posted in one or more designated public locations at a reasonable time prior thereto.~~

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If a meeting is scheduled at least a week in advance, notice will be given or electronically transmitted to the public and news media at least 72 hours prior to the meeting. ~~Said notice will be conspicuously posted in one or more designated public locations, including the district's website.~~ A special meeting may be called upon 24-hour notice to Board members.

~~When a meeting is scheduled less than a week in advance the Board will provide or electronically transmit public notice to the extent practicable. Said notice will be conspicuously posted in one or more designated public locations, including the district's website.~~

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If videoconferencing is used to conduct a meeting where remote locations are open to the public, the public notice for the meeting will indicate that videoconferencing will be used, specify the location(s) for the meeting, and state that the public may attend at any of the locations.

If videoconferencing under extraordinary circumstances is used to conduct a meeting, the public notice for the meeting will include that that videoconferencing will be used, where the public can view and/or participate in such meeting, where required documents and records will be posted or available, and identify the physical location for the meeting where the public can attend.

If a meeting will be streamed live over the internet, notice will indicate the internet address of the website streaming the meeting.

Cross-ref: 2325, Videoconferencing of Board Meetings

Ref: Open Meetings Law, Public Officers Law §§103-a; 104 Education Law §§1606; 1708; 2504; 2563

Adoption date:

() Required
(X) Local
(X) Notice

BOARD MEETING PROCEDURES

Each Board of Education meeting shall be conducted in an orderly manner which provides time for and encourages community involvement. The order of business at each regular meeting shall be as follows:

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1. Call to order, roll call, Pledge of Allegiance to the flag;
2. Board procedures;
3. Public participation; (Items on the agenda)
4. Approval of minutes;
5. Superintendent's reports;
6. Action items;
7. Reports;
8. Discussion time;
9. Board communications and concerns;
10. Public Participation; (Items not on the agenda)
11. Adjournment.

The regular order of business may be changed at any meeting (and for that meeting only) by an affirmative vote of a majority and voting for the proposed change in the regular order of business.

Commented [MW14]: The policy should reflect how the Agenda is written. The agenda may be updated to reflect the order set forth herein or the policy may be updated to reflect the order followed in the District's agenda(s).

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Except in emergencies, the Board shall not attempt to decide upon any question under consideration before examining and evaluating relevant information. The Superintendent shall be given an opportunity to examine and to evaluate all such information, and to recommend action before the Board attempts to make a decision.

The Board may adjourn a regular or special meeting at any place in the agenda providing that arrangements are made to complete the items of business on the agenda at a future meeting. The minutes shall make notice of the adjournment, and the reconvened session shall be considered an addition to these minutes.

Adoption date:

- Required
- Local
- Notice

QUORUM

A majority of the members of the Board of Education will constitute a quorum for the transaction of the business of a regular meeting. If there are fewer than ~~four (4)~~ ~~(four)~~ members of the Board present at a regular meeting, a time for the new meeting will be set by the members present and such meeting will be deemed a regular meeting.

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Notice of rescheduled meetings will be given to absent ~~members pursuant to Policy 2340, Notice of Meetings members,~~

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Final action on any resolution shall be valid only upon vote of the majority of the total membership of the Board.

Cross-ref: Gen. Constr. Law §41
Opn. Of Counsel #70, 1 Educ. Dep't Rep 770 (1952)

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Adoption date:

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2352

Required
 Local
 Notice

RULES OF ORDER

Robert's Rules of Order Newly Revised will be adhered to in conducting a meeting of the Board of Education, except as otherwise required by law.

Adoption date:

- () Required
- () Local
- (X) Notice

MINUTES

The Board of Education believes that open and accurate communication regarding its internal operations enhances the District's public relations program and provides a record of the District's progress towards its annual goals. Therefore, the Board will maintain a complete and accurate set of minutes of each meeting, in accordance with law.

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The minutes will constitute the official record of proceedings of the Board and will be open to public inspection and posted on the district website within one week of executive sessions and within two weeks of all other meetings. Minutes which have not been approved by the Board within this time frame will be marked, "DRAFT." A draft of the minutes of each meeting will be forwarded to each member of the Board not later than the time the agenda for the next meeting is disseminated.

The District Clerk will be responsible for taking the minutes and will present the draft minutes to the Board President within seven (7) business days of the meeting. The minutes will conform to an established format.

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All motions, proposals, resolutions, and any other matters formally voted upon by the Board will be recorded in Board minutes. In recording such votes, the names of the Board members will be called in alphabetical order, and the record will indicate the final vote of each Board member.

If a Board member is not present at the opening of a meeting, the subsequent arrival time of such member will be indicated in the minutes. The minutes of any meeting involving videoconferencing under extraordinary circumstances will include which Board members participated remotely.

Unabridged video or audio recordings, or unabridged written transcripts, can be used as minutes and made available to the public as such.

Ref: Open Meetings Law, Public Officers Law §§103-a; 106
 Freedom of Information Law, Public Officers Law §§84 et seq.
 Education Law §2121

Adoption date:

- () Required
- (X) Local
- (X) Notice

POLICY DEVELOPMENT, ADOPTION, IMPLEMENTATION AND REVIEW

The Board of Education is responsible for adopting and assessing the effectiveness of the written policies by which the ~~D~~district is governed. The Board recognizes that written policies are essential to district governance in that they:

- Govern effectively and efficiently across time, situations, and individuals.
- Provide the foundation and guidance for administrative action.
- Publicize the federal, state, and local rules that govern the district.
- Help to evaluate progress by including measurable outcomes.

Development

The Board is committed to developing written policies which:

- Clearly define the ~~D~~district's goals and objectives and reflect the Board's vision.
- Define roles and responsibilities and identify who is responsible for what.
- Provide the Superintendent and district staff with clear guidance regarding expected district administration.
- Allow for flexibility that is needed for day-to-day operations; ~~and/or~~.
- Include measurable outcomes.

Any member of the Board, district staff, students, parents, district taxpayers or other member of the public may identify policy issues. Such issues shall be identified to the Superintendent of Schools or Assistant Superintendent for Human Resources. The Assistant Superintendent for Human Resources shall be responsible for submitting policy issues to the Board for consideration and for keeping a record of all policy initiatives submitted to the Board.

Before acting on any proposed policy, the Board will assemble the relevant facts, receive recommendations from individuals and groups who will be affected by the policy, and discuss, debate and decide on the substance of the policy in open meeting. The Policy Committee shall be responsible for identifying the individuals and/or groups who will be affected by the policy. In addition the Policy Committee shall seek input from those affected individuals and/or groups.

The Assistant Superintendent for Human Resources ~~in collaboration with the School Attorney~~ shall be responsible for preparing a written draft of all proposed policies. When reviewing the contents of a proposed policy, the Board will consider whether the proposed policy:

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- Is within the scope of the Board's authority.
- Is consistent with state and federal law and the state and federal Constitutions.
- Supports the district's goals and objectives.
- Reflects good practice (e.g., educational, personnel, business, etc.).
- Is reasonable and not arbitrary or discriminatory.
- Adequately covers the subject.
- Is consistent with the Board's existing policies.
- Can be administered in a practical, cost effective manner.

Adoption

Once a proposed policy has been drafted, it shall be placed on the Board's agenda for a first reading, giving all persons interested in it an opportunity to express their views. The Board will not take any official action on any policy on first reading, unless a majority of the Board decides that it is necessary to do so.

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—If the draft policy is acceptable or if it is not acted upon out of necessity after the first reading, the draft policy will be placed on the Board's agenda for a second reading, at which time the Board will officially act.

The Superintendent and/or their designee shall consult with the school attorney, as necessary, prior to the adoption or revision of any policy.

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Implementation

The Superintendent and/or their designee shall be responsible for implementing all policies adopted by the Board. This responsibility shall include: promulgating any necessary administrative regulations, ensuring that the policy is included in the board policy manual, and publicizing the policy as necessary to ensure that persons affected by the policy are aware of it. At a minimum, a copy of any new or revised policy shall be distributed to the people and/or groups being affected.

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The board policy manual shall be kept in the district office and made available to the public upon request. A copy of the board policy manual shall also be kept in each school building and any other location specified by the Board.

Review

The Superintendent and/or their designee shall be responsible for informing the Board of any policies that are out-of-date or in need of revision. In addition, the Board will review the policy manual on a regular, periodic basis and update it as necessary to ensure that the policies are consistent with board goals and district practices.

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Ref: Education Law §§1604; 1709; 1804 (powers and duties of board of education)

Adoption date:

- () Required
- (X) Local
- () Notice

NEW BOARD MEMBER ORIENTATION

The Board of Education and the administrative staff shall assist each new Board member-elect to become familiar with and to understand the Board's functions, policies and procedures, and the ~~school~~ District's operation before taking office. Each Board member-elect shall, as soon as possible,

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1. be given selected materials covering the function of the Board and the school district, including (a) policy manual, (b) copies of key reports prepared during the previous year by school Board committees and/or the administration, (c) the *School Law* handbook prepared by the New York State School Boards Association, (d) access to minutes of Board meetings of the previous year, (e) latest financial report of the district, (f) copies of pertinent materials developed by the New York State School Boards Association, (g) ~~materials pertinent to the Open Meetings Law, the Freedom of Information Law, and FERPA, The Sunshine Laws, an Association publication which discusses the Open Meetings Law, the Freedom of Information Law, and the Family Educational Rights and Privacy Act (FERPA - "Buckley Amendment") regarding access to student records and Fiscal Management, an Association publication which presents an overview of school district budgets and other fiscal information which board members need to know.~~ and (h) any other materials which may be deemed helpful and informative;
2. be invited to attend all Board meetings and functions;
3. be invited to meet with the Superintendent of Schools and other administrative personnel to discuss the services that they perform for the school Board and the school district; and
4. be invited and encouraged to attend the New York State School Boards Association's workshop for New School Board Members.

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BOARD MEMBER TRAINING
State-Mandated Training

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Members of the Board of Education elected or appointed for a term beginning on or after July 1, 2005, shall, within the first year of their term, complete a minimum of six hours of training on the fiscal oversight, accountability and fiduciary responsibilities of a school board member.

Additionally, Board members elected or appointed for a first term beginning on or after July 1, 2011, shall, within the first year of his or her term, complete a training course to acquaint him or her with the powers, functions and duties of boards of education, as well as the powers and duties of other governing and administrative authorities affecting public education.

These mandatory trainings may be taken together as a single course or separately.

Each member shall demonstrate compliance with these requirements by filing with the District Clerk a certificate of completion of such course issued by the provider. Actual and necessary expenses incurred in complying with this requirement shall be a charge against the school district.

Cross-ref: 2510, New Board Member Orientation
 2521, School Board Conferences, Conventions, and Workshops
 6830, Expense Reimbursement

Ref: Education Law §2102-a

Adoption date:

- () Required
- (X) Local
- () Notice

SCHOOL BOARD CONFERENCES, CONVENTIONS, WORKSHOPS

The Board believes that continuing in-service training and development are important for its members. The Board, therefore, encourages the participation of all members at appropriate school board conferences, conventions and workshops which are believed to be of benefit to the School District. However, in order to control both the investment of time and funds necessary to implement this policy, the Board establishes the following guidelines:

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1. The Superintendent of Schools will compile, maintain, and distribute to each Board member a calendar listing school Board conferences, conventions, and workshops, to help the Board decide which meetings appear to be most promising in terms of producing direct and indirect benefits to the school district.
2. Funds for participation at such conferences, conventions, workshops and the like will be budgeted for on an annual basis. When funds are limited, the Board will designate which members are to participate at a given meeting.
3. The Board will reimburse conference attendees (Board members) for reasonable and necessary expenses not paid for directly by the District (travel, hotel, meals, registration).
4. When any Board member attends a conference, convention, or workshop, the member will be requested to share information, recommendations, and materials acquired at the meeting.

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Cross-ref: 6830, Expense Reimbursement

Adoption date:

Required
 Local
 Notice

STUDENTS AND PERSONAL ELECTRONIC DEVICES

The Board of Education recognizes that personal electronic devices have educational value when utilized appropriately, and with supervision, in the classroom environment. Such devices include but are not limited to smartphones, smartwatches, air pods, tablets, e-readers, calculators, voice recorders, digital cameras and music listening devices. This policy applies to all electronic devices that can record, take pictures, transmit communication, etc.,

The Board acknowledges that cellular phones and other electronic devices can be utilized for educational purposes when done so under the supervision of teacher/staff member; however, the unauthorized display and/or use of such devices can cause disruption to the educational process and the safety of district stakeholders.

Therefore, the expectation is that the cell phone policies established by the district for the elementary schools, middle schools and high school be adhered to at all times.

At no time is the videotaping or voice recording of individuals (students, teachers, administrators, staff) permitted without their express knowledge and permission.

The district is not responsible for stolen, lost or damaged personal electronic devices.

In emergency situations, exceptions to the prohibition of the use of cellular phones and other electronic devices may be granted by teachers or administrators as necessary.

Misuse of an electronic device will result in consequences outlined in the District's Code of Conduct. Furthermore, actions by students on their personal electronic devices may constitute a violation of the law. In such cases, the District will cooperate with law enforcement officials as appropriate.

Cellular Telephones and Testing

In order to ensure the integrity of testing, in accordance with State guidelines, students are not allowed to bring cell phones or other electronic devices into classrooms or other exam locations during testing, including State assessments.

Test proctors, monitors and school officials shall have the right to collect cell phones and other prohibited electronic devices prior to the start of the test and to hold them for the duration of the testing period. Admission to the test will be prohibited to any student who has a cell phone or other electronic device in their possession and does not relinquish it.

Students with individualized education plans (IEPs), 504 Plans, or documentation from a medical practitioner that specifically requires the use of an electronic device may do so as specified.

Included with this Policy are guidelines for the use of cell phones in each school setting. Parents and students should familiarize themselves with the policies and guidelines established for each school. The District will communicate policy expectations to parents and/or guardians prior to the start of each school year. The District has established the following guidelines:

- Elementary (K-5): cell phones are not permitted.
- Middle School (6-8): cell phones are not permitted.
- High School (9-12): cell phones are permitted on a limited basis; as delineated in the High School Cell Phone Policy.

Please refer to the policies (elementary school, middle school and high school), included below, for the applicable guidelines and use policies.

Cross-ref: 4526, Computer Use in Instruction
5300, Code of Conduct

Ref: *Price v. New York City Board of Education*, 16 Misc.3d 543 (1st Dept. 2007).

Adoption date:

Students & Electronic Devices Policy

Elementary (K-5)

**For the purpose of this policy, the following electronic devices are included with cell phones: air pods, smart watches and other electronic devices that can record, take pictures, transmit communication, etc.*

Cell phones (including smart watches and other electronic devices that can record, take pictures, transmit communication, etc.) are not permitted at the K-5 level.

The first time that a cell phone (including smart watches and other electronic devices that can record, take pictures, transmit communication, etc.) is heard, seen or utilized by an elementary school student during the school day it will be removed from them, secured in the main office and returned to the student at the end of the school day. Every incident thereafter will require that a parent/guardian be notified to pick the device up from the main office during school hours.

Please refer to the District's Students and Personal Electronic Devices Policy (Policy # 7315) for specific guidelines.

Internal Note: If a student has a device concealed in their backpack for before/after school communication purposes with parents/guardians, we will not "look" for it; nor seek to make an issue of it.

Students & Electronic Devices Policy

Middle School (6-8)

**For the purpose of this policy, the following electronic devices are included with cell phones: air pods, smart watches and other electronic devices that can record, take pictures, transmit communication, etc.*

Cell phones (including smart watches and other electronic devices that can record, take pictures, transmit communication, etc.) are not permitted at the middle school level.

The first time that a cell phone (including smart watches and other electronic devices that can record, take pictures, transmit communication, etc.) is heard, seen or utilized by a middle school student during the school day it will be removed from them, secured in the main office and returned to the student at the end of the school day. Every incident thereafter will require that a parent/guardian be notified to pick the device up from the main office during school hours.

Please refer to the District's Students and Personal Electronic Devices Policy (Policy # 7315) for specific guidelines.

Internal Note: If a student has a device concealed in their locker for before/after school communication purposes with parents/guardians, we will not "look" for it; nor seek to make an issue of it.

Students & Electronic Devices Policy

High School (9-12)

**For the purpose of this policy, the following electronic devices are included with cell phones: air pods, smart watches and other electronic devices that can record, take pictures, transmit communication, etc.*

I. Zones for Cell Phone Usage:

Red	Locker Rooms, Bathrooms, Testing Room	At no time is an electronic device permitted to be visible and/or in use.
Yellow	Classrooms & Instructional Spaces <i>*Taking pictures, videos, recordings, etc. of teachers, staff and students without their permission is strictly prohibited and will be immediately addressed as per P. 17, Section VIII h. of the District Code of Conduct.</i>	Permitted at the discretion and oversight of the classroom teacher for purposeful learning experiences.
Green	Cafeteria, Hallways <i>*Taking pictures, videos, recordings, etc. of teachers, staff and students without their permission is strictly prohibited and will be immediately addressed as per P. 17, Section VIII h. of the District Code of Conduct.</i>	*Appropriate use permitted <i>Appropriate use is defined as responsible and non-disruptive use of an electronic device</i>

- Zone signs will be created and displayed throughout the building.
- The zone signs will be clearly visible and state appropriate use expectations (if applicable).

II. Overall Implementation Procedures:

Every classroom will have a designated cell phone “housing” station.

The “housing” station will:

- a.) be located in the area of the classroom where students gather for emergency situations
- b.) be clearly visible
- c.) have individual, clearly numbered spaces for each student’s cell phone

Every student will be assigned a numbered space within the “housing” station

Upon entering a classroom, every student is responsible for depositing their cell phone in the assigned space of the “housing” station.

Cell phones will remain in the “housing” station throughout the duration of every class period; unless explicitly directed otherwise by the classroom teacher for instructional purposes.

Students are NOT permitted to remove their cell phone from the classroom when leaving to utilize the bathroom.

Upon entering a locker room area, students must secure their cell phones in a backpack, pocket or another location where it cannot be accessed.

Teachers can utilize “housing” stations currently “working” in their classrooms or utilize the one provided by the district. Note: For accountability purposes, the “housing” station must contain individually numbered “spots” for each student’s cell phone.

III. Timeline

This Policy will take effect September 3, 2024. Prior to the start of each school year, parents and/or guardians will receive a reminder as to the policy and its guidelines. The District will place zone signs throughout the building. The District reserves the right to update the zone areas and zone guidelines, as needed.

IV. Necessary Supplies/Materials

- 1.) Cell phone housing stations for every 9-12 classroom.
- 2.) Professional signs clearly displayed throughout the building denoting green, yellow and red zones that define expectations for each area.

V. Green Zone Appropriate Use:

- Respectful and responsible use of devices
- Refrain from posting to any social media platforms
- No sound (air pods or similar devices may be utilized in green zones)
- Viewing of appropriate content which does not violate the District’s Code of Conduct

WEST ISLIP UFSD
2023-2024 Budget Transfers - General Fund
School Board Meeting - May 9, 2024

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4377	04/05/2024	<i>To reverse BT # 4344 - funds no longer needed</i>			
		A 5540.406-359-5215	TRANSPORTATION FOR EDUCATIONAL TRIPS - ENGLISH	5,930.00	
		A 2110.485-359-5215	TEXTBOOKS - HS ENGLISH		5,930.00
4378	04/05/2024	<i>Additional library supplies</i>			
		A 2610.461-319-5232	SCH LIBRARY AV LOAN PROGM - UDALL	352.09	
		A 2610.518-319-5232	SUPPLIES - UDALL		352.09
4379	04/05/2024	<i>Transportation for Field Trips</i>			
		A 2110.485-359-5215	TEXTBOOKS - HS ENGLISH	1,558.79	
		A 5540.406-359-5215	TRANSPORTATION FOR EDUCATIONAL TRIPS - ENGLISH		1,558.79
4380	04/09/2024	<i>For additional Library supplies for AV Loan Program</i>			
		A 2610.552-179-5232	PERIODICALS, REFERENCES - PJ BELLEW	15.06	
		A 2610.553-179-5232	MULTI MEDIA MATERIALS - PJ BELLEW	500.00	
		A 2610.461-179-5232	SCH LIBRARY AV LOAN PROGM - PJ BELLEW		515.06
4381	04/09/2024	<i>For additional Enrichment supplies</i>			
		A 2310.516-999-5157	PAPER-ENRICHMENT	242.00	
		A 2310.518-999-5157	SUPPLIES, GENERAL-ENRICHMENT		242.00
4382	04/11/2024	<i>Parts Authority</i>			
		A 5540.406-999-4675	TRANSPORTATION FOR EDUCATIONAL TRIPS - ATHLETICS	500.00	
		A 5510.501-999-5099	AUTO PARTS & ACCESSORIES		500.00
4384	04/17/2024	<i>For Director & teacher to attend for IB conference</i>			
		A 2070.492-109-4199	BOCES SERVICES	2,197.93	
		A 2070.420-999-4199	STAFF DEVELOPMENT		2,197.93
4386	04/18/2024	<i>Library Supplies</i>			
		A 2610.552-329-5232	PERIODICALS, REFERENCES - BEACH	250.00	
		A 2610.553-329-5232	MULTI MEDIA MATERIALS - BEACH	500.00	
		A 2610.518-329-5232	SUPPLIES - BEACH		750.00
4387	04/18/2024	<i>Health Services Payables for 23-24</i>			
		A 1910.412-999-4499	INSURANCE	10,707.43	
		A 2815.401-999-4699	HEALTH SERVICES-OTHER DISTRICTS		10,707.43
4388	04/29/2024	<i>For additional Library supplies</i>			
		A 2610.518-359-5232	SUPPLIES - HS	1.72	
		A 2610.523-359-5232	SUPPLIES, OTHER-LIBRARY-HS		1.72
4389	04/29/2024	<i>Repair of laminating machine</i>			
		A 2110.518-179-9910	SUPPLIES - PJ BELLEW	454.31	
		A 2110.423-179-9910	PROF & TECHNICAL SERVICES - PJ BELLEW		454.31
4390	04/29/2024	<i>Office Supplies</i>			
		A 1430.415-109-5699	LEGAL ADVERTISING	825.00	
		A 1430.518-109-5699	SUPPLIES, GENERAL		825.00
4391	04/30/2024	<i>Beach Street Supplies</i>			
		A 2110.418-329-9910	MISCELLANEOUS - BEACH	935.00	
		A 2110.516-329-9910	DUPLICATING, MIMEO PAPER - BEACH	2,085.20	
		A 2110.518-329-9910	SUPPLIES - BEACH		3,020.20
DEBIT/CREDIT TOTALS				\$ 27,054.53	\$ 27,054.53
NET AMOUNT					-

Approved: Paul Pomanelli Date: 5/8/24
Dr. Paul Romanello, Superintendent of Schools

WEST ISLIP UFSD
2023-2024 Budget Transfers - General Fund
School Board Meeting - May 9, 2024

AGENDA ITEM X. A)
 BUSINESS ITEMS
 RM 5/9/2024

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		A 2070.420-999-4199	STAFF DEVELOPMENT		2,197.93
4385	04/17/2024	<i>Transfer funds for general constr of DO security vestibule</i>			
		H 1620.240-99-008	ADMIN COSTS - SMART SCHOOLS - DO SECURITY VESTIBULE -	40,000.00	
		H 1620.293-99-008	GEN CONST- SMART SCHOOLS - DO SECURITY VESTIBULE - PH 2		40,000.00
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		A 1430.415-109-5699	LEGAL ADVERTISING	825.00	
		A 1430.518-109-5699	SUPPLIES, GENERAL		825.00
4391	04/30/2024	<i>Beach Street Supplies</i>			
		A 2110.418-329-9910	MISCELLANEOUS - BEACH	935.00	
		A 2110.516-329-9910	DUPLICATING, MIMEO PAPER - BEACH	2,085.20	
		A 2110.518-329-9910	SUPPLIES - BEACH		3,020.20
DEBIT/CREDIT TOTALS				\$ 67,054.53	\$ 67,054.53
NET AMOUNT					-

Approved: Paul Romanelli Date: 5/3/24
 Dr. Paul Romanelli, Superintendent of Schools

WEST ISLIP UFSD
2023-2024 Budget Transfers - Capital Fund
School Board Meeting - May 9, 2024

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4383	04/11/2024	<i>Transfer Bond Ph 6 to BBS engineering work at HS</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	4,200.00	
		H 1620.245-08-039	ARCHITECT - 50M BOND - PHASE 6 - HIGH SCHOOL		4,200.00
4392	05/01/2024	<i>Transfer additional funds to pay BBS Architect fees</i>			
		H 1620.240-00-015	ADMIN COSTS - 50M BOND	2,923.00	
		H 1620.245-05-027	ARCHITECT - 50M BOND - PHASE 6 - PJ BELLEW		873.00
		H 1620.245-10-029	ARCHITECT - 50M BOND - PHASE 6 - BEACH		19.00
		H 1620.245-10-030	ARCHITECT - 50M BOND - PHASE 6 - BEACH		2,031.00
DEBIT/CREDIT TOTALS				\$ 7,123.00	\$ 7,123.00
NET AMOUNT					-

Approved: Paul Romanelli Date: 5/3/24
 Dr. Paul Romanelli, Superintendent of Schools

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 19th day of March, 2024 by and between the Board of Education of the Amityville Union Free School District (hereinafter "AMITYVILLE"), having its principal place of business for the purpose of this Agreement at 150 Park Avenue, Amityville New York and the Board of Education of the West Islip School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York.

WITNESSETH

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

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

WHEREAS, PROVIDER 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 September 1, 2023 through June 30, 2024 inclusive, unless terminated early as provided for in this Agreement, and/or as authorized by law.

B. SERVICES AND RESPONSIBILITIES:

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

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

- *It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.*
2. The services provided by PROVIDER to AMITYVILLE shall be consistent with the services available to students attending public schools within the PROVIDER.
 3. PROVIDER shall perform all services under this Agreement in accordance with each student's Individualized Education Plan (IEP) if applicable.
 4. PROVIDER 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.
 - The services of a school psychologist and/or a school speech therapist may be rendered on nonpublic parochial 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 parochial school only on a religiously neutral site.
 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. PROVIDER 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. PROVIDER 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. PROVIDER shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
 9. Both parties agree to provide the State access to all relevant records which the State requires to determine either PROVIDER's or AMITYVILLE'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 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, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement may be 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 and by law. 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) and the Individuals with Disabilities Act (IDEA).

C. COMPENSATION

1. In exchange for the provision of health and welfare services pursuant to this Agreement, PROVIDER agrees to pay AMITYVILLE SD the sum of \$887.35 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. PROVIDER shall pay AMITYVILLE SD within thirty (30) days of PROVIDERS's receipt of a detailed written invoice from AMITYVILLE SD. 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. AMITYVILLE SD agrees to defend, indemnify and hold harmless PROVIDER, 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 PROVIDER, 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. PROVIDER agrees to defend, indemnify and hold harmless the AMITYVILLE SD, 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 PROVIDER, 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:

AMITYVILLE: Superintendent of Schools
Amityville Union Free School District
150 Park Avenue
Amityville, New York 11701

PROVIDER Superintendent of Schools
West Islip Union Free School District.
100 Sherman Avenue
West Islip, New York 11795


- 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 Suffolk 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 AMITYVILLE.

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

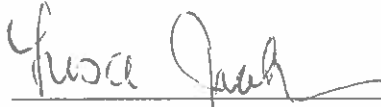
AMITYVILLE UFSD

WEST ISLIP UFSD



Dr. Gija Talbert
Superintendent of Schools

Superintendent of Schools



President, Board of Education

President, Board of Education

INVOICE

AMITYVILLE UNION FREE SCHOOL DISTRICT
PARK AVENUE & IRELAND PLACE
AMITYVILLE, NY 11701
(631) 565-6058

DATE: 4/5/24
INVOICE #2023-24

BUSINESS OFFICE
WEST ISLIP UFSD
100 SHERMAN AVENUE
WEST ISLIP, NY 11795

DESCRIPTION	AMOUNT
2023-24 SCHOOL YEAR HEALTH SERVICES FOR STUDENTS ATTENDING ST. MARTINS OF TOURS SCHOOL 1 STUDENT@ \$887.35/STUDENT	 \$887.35
TOTAL AMOUNT DUE	\$887.35

RETURN ONE COPY WITH YOUR PAYMENT.
MAKE CHECK PAYABLE TO: AMITYVILLE UFSD

PLEASE REMIT TO: AMITYVILLE UNION FREE SCHOOL DISTRICT
BUSINESS OFFICE
150 PARK AVENUE
AMITYVILLE, NY 11701

ANY QUESTIONS PLEASE CALL MARIANNE GUGLIERI 631-565-6058

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of \$8,000 from the Gene HAAS Foundation, which has been donated to the West Islip High School to support scholarships and student fees for participating in competitions for our science, technology and engineering students.

WHEREAS, the West Islip Union Free School District is in receipt of a bench valued at approximately \$2,500 from P.S. I Love You Foundation, which has been donated to the West Islip High School.

WEST ISLIP UFSD

AGENDA ITEM X. C)1
BUSINESS ITEMS
RM 5/9/2024

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: P.S. I Love You Day Foundation

DONOR ADDRESS: P.O. Box 435, West Islip, NY 11795

DONATION: Cash or Check Goods Service

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

A purple metal bench will be donated to be placed on
the grounds of West Islip High School (approximate value - \$2500).

Funds will also be donated to cover the cost of installation (approximate value - \$2000).

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

General Fund Extracurricular Fund Trust & Agency Budget Code _____

Anticipated Date of Delivery to the School

July 1, 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? _____

Which building/ department will benefit from the donation? West Islip High School

Principal's/ Administrator's Signature & Date 

To be completed by the Business Office:

Board of Education Approval Date _____

Budget Adjustment Recorded _____

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

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.

WEST ISLIP UFSD

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: Gene HAAS Foundation
DONOR ADDRESS: 2800 Sturgis Road, Oxnard, CA 93030

DONATION: Cash or Check Goods Service

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

Check #16755 \$8,000.00

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

General Fund Extracurricular Fund Trust & Agency Budget Code CM 9222

Anticipated Date of Delivery to the School 05/02/2024

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? Scholarship

Which building/department will benefit from the donation? Technology/Engineering

Principal's/Administrator's Signature & Date *Anthony Bridge*

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.

WARNING: DO NOT ACCEPT THIS CHECK UNLESS YOU CAN SEE SIGNATURES IN A TRUE WATERMARK WHEN HOLDING THE CHECK TOWARD THE LIGHT AND BANK LOGO & KEYICONS THAT FADE WHEN WARMED



GENE HAAS FOUNDATION

2800 STURGIS ROAD
OXNARD, CA 93030
805-278-8520

Bank of America

16-66/1220

16755

04/04/2024

PAY TO THE ORDER OF WEST ISLIP UNION FREE SCHOOL DISTRICT

\$ **8,000.00

Eight thousand and 00/100***** DOLLARS

Brian Buonomo
West Islip High School
100 Sherman Ave
West Islip, NY 11795

THIS CHECK EXPIRES AND IS VOID 90 DAYS FROM ISSUE DATE

MEMO

⑈016755⑈ ⑆122000661⑆ 14535⑈39246⑈

WUB OR BREATHE ON THE PINK LOCK & KEYICONS - COLOR WILL FADE AND THEN REAPPEAR ON AN AUTHENTIC CHECK - IF COLOR DOES NOT FADE DO NOT ACCEPT

GENE HAAS FOUNDATION

04/04/2024

WEST ISLIP UNION FREE SCHOOL DISTRICT

16755

Date	Type	Reference	Original Amount	Balance Due	Payment
03/24/2024	Bill	BN8051	8,000.00	8,000.00	8,000.00
			Check Amount		8,000.00

CM 9222

Scholarship Account - Gene Haas

Operations at Bank o

8,000.00



CM 9222

April 10, 2024

Brian Buonomo
West Islip Union Free School District
100 Sherman Ave
West Islip, NY 11795

Dear West Islip Union Free School District:

The Gene Haas Foundation is pleased to enclose a check in the amount of \$8,000.00 (award date April 4, 2024) as a grant to support scholarships.

Scholarships are to be awarded to students who are currently enrolled or will be enrolling in a CNC Technology training or CNC machining-based engineering program. The criteria for determining recipients of these scholarships will be determined by the program instructor or an advisory committee which includes program instructor(s). Gene Haas Foundation certificates and logos may be downloaded at ghaasfoundation.org.

Up to \$2,500.00 of the grant may be used towards your students' participation in a competition highlighting the CNC/Manufacturing program such as SkillsUSA's CNC Competitions. For competition support, please thoroughly describe (hyperlinks, stories, and pictures) the competition in which your school participates.

The next time you apply for a grant, you will be asked to verify the award was allocated per the Terms & Conditions and provide detailed information about your competition.

Up to \$200.00 can be used for GHF LOGO Stickers, Hats, and other promotional items may be purchased directly from the scholarship eligible category of our Pro Shop at <https://ghaasfoundation.ourproshop.com/>.

This grant is subject to the terms set forth in the attached Grant Terms and Conditions and by cashing the grant check you are indicating that you agree to these terms. It is not necessary to issue a tax receipt for this donation.

Please also be aware that Gene Haas Foundation checks will void after 90 days. A stop payment will be placed on all uncashed checks and will not be re-issued, as the additional time and cost to do so takes funds away from deserving students. By not cashing this check you will forfeit your 2024 grant.

Best Regards,

Kathy Looman
Kathy Looman
Director of Education

Katrina
Katrina Veronica
Operations Manager

2800 STURGIS ROAD • OXNARD CA 93030
805/278-8520 • GHAASFOUNDATION.ORG

Gene Haas Foundation Scholarships and Sponsorship Grant Terms and Conditions

The Foundation's goal is to help students attain skills in the machining industry. We do this by providing scholarships for CNC machine technology students, and also by providing students with the experience of competing in team skills competitions that highlight design, engineering, and manufacturing with CNC-machined parts as a primary component.

The Gene Haas Foundation grant cycle contains two deadlines: December 1st for Secondary level (High School) and June 30th for Post-Secondary grants.

- Recommended scholarship award amounts are from \$500 to \$2,500 per student.
- Scholarship funds can be used for tuition, books, and/or a Tooling/Toolbox award.
- A scholarship award of a Tooling/Toolbox should be clearly labeled as an award from the Gene Haas Foundation. Upon graduation this Tooling/Toolbox will become the student's possession as a gift from the Gene Haas Foundation.
- Up to \$200.00 of these funds can be used in the Gene Haas Foundation Pro Shop category to purchase promotional items, including stickers to be used for labeling the custom Tooling/Toolbox to identify this is a gift from Gene Haas Foundation.
- Schools should not write checks directly to the students; instead, the check should be payable to the program the student will be attending, referencing the student's name in the subject/memo line.
- Team grants, such as FIRST & SAE (Formula SAE, Electric, or Baja) Competition Team Sponsorship funding, are eligible for annual grants up to \$2,500. These sponsorship funds can be used to pay for the costs incurred in building the team's car and participating in competition season. This includes materials, travel, entry fees, shirts, safety gear, etc.
- Schools do not request a grant amount; the Foundation will calculate the award based on its evaluation of the school's program.
- Funds will be distributed approximately sixteen (16) weeks after the grant application deadline, following thorough vetting, board review and approval.
- Schools have two years to award scholarships and may apply every year.
- If a school has received funds in prior years, it should certify the number of students who received the funds and the total amount of scholarship funds awarded. If the school participated in a competition, it should send a description and photos of the competition.
- Grant Checks expire ninety (90) days from the date of issuance, so they should be deposited promptly upon receipt. Checks will void in ninety (90) days and not be reissued in the same calendar year.

INDIVIDUAL STUDENT MANUFACTURING INDUSTRY CREDENTIALS, ACCREDITATION FEES, AND CREDENTIALING WORKSHOPS ARE NOT AUTHORIZED EXPENDITURES OF THE GENE HAAS FOUNDATION (GHF) GRANT FUNDS. FUNDS CANNOT BE USED FOR ANY PRODUCT OR SERVICE MANUFACTURED OR SOLD BY HAAS AUTOMATION, INC. THIS INCLUDES HAAS TOOLING OR SERVICE CALLS TO REPAIR MACHINES.

INTEROFFICE MEMORANDUM

TO: DR. PAUL ROMANELLI
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: ELECTRICAL REPAIR AND SERVICES

DATE: 4/29/2024

CC: E. PELLATI, J. BOSSE

A request for sealed bids for Electrical Repairs and Services (Bid #2402) was advertised in Newsday and the Islip Bulletin on Thursday, March 21, 2024. The bid was also advertised on the West Islip District website.

A total of twelve (12) bids were mailed to prospective bidders. A total of eight (8) bids were returned. These eight (8) bids were opened on April 8, 2024.

RECOMMENDATION:

Based on low bid meeting specifications it is recommended that the contract for Electrical Repair and Service be awarded to:

Madison Avenue Construction Corp.

Please see the attached spreadsheet for details with regards to all bidders. Please contact me with any questions.

**West Islip UFSD
Electrical Repair and Service
Bid #2402 4/8/22**

	<u>Madison Electric</u>	<u>New York Electric</u>	<u>Palace Trenchless</u>	<u>Valente Electric</u>	<u>Bott Electric</u>	<u>L.E.B. Electric</u>	<u>J.C Electric</u>	<u>Bancker Electric</u>
Electrical Maintenance Rate/Hr.								
Foreman	\$ 77.00	\$ 95.00	\$ 99.00	\$ 109.20	\$ 125.00	\$ 128.00	\$ 131.28	\$ 185.00
Mechanic	\$ 77.00	\$ 95.00	\$ 97.00	\$ 91.28	\$ 125.00	\$ 128.00	\$ 96.11	\$ 181.00
Helper	\$ 30.00	\$ 40.00	\$ 50.00	\$ 66.39	\$ 125.00	\$ 105.00	\$ 76.48	\$ 120.00
Electrical Wireman Rate/Hr.								
Foreman	\$ 105.00	\$ 105.00	\$ 123.00	\$ 128.71	\$ 160.00	\$ 148.00	\$ 131.28	\$ 185.00
Mechanic	\$ 105.00	\$ 95.00	\$ 121.00	\$ 107.26	\$ 160.00	\$ 148.00	\$ 96.11	\$ 181.00
Helper	\$ 40.00	\$ 40.00	\$ 54.00	\$ 61.28	\$ 160.00	\$ 105.00	\$ 96.11	\$ 120.00

Billing for Parts and Materials								
Contractor's Certified Cost +	10%	10%	15%	10.0%	30%	10%	30%	18.00%
Prompt Payment Discount	5%	2.0%	0%	1%	2%	2%	0.5%	1%

Electricia Maintenance Min. Rate	
Dept of Labor	\$46.79
Supplemental Benefits 14% of Hourly Wage Paid +	\$6.55
Total Minimum Wage	\$22.73
	\$76.18

Electrical Wireman Min. Rate	
Dept of Labor	\$59.50
Supplemental Benefits 17% of Hourly Wage Paid +	\$10.12
Total Minimum Wage	\$33.23
	\$102.85

INTEROFFICE MEMORANDUM

TO: DR. PAUL ROMANELLI
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: TREE PRUNING AND CARE SERVICES

DATE: 4/29/2024

CC: B. PELLATI, J. BOSSE

A request for sealed bids for Tree Pruning and Care Services (Bid #2403) for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday, March 21, 2024. The bid was also advertised on the West Islip website.

A total of fourteen (14) bids were mailed to prospective bidders. A total of three (3) were returned. These three (3) bids were opened on April 8, 2024.

RECOMMENDATION:

Based on an analysis of the district's spending patterns it has been determined the categories of work the district has required has primarily involved tree pruning and tree removal.

Based on low bid meeting specifications that the contract for Tree Pruning and Care Services be awarded to:

Asplundh Tree Expert, LLC

Please see the attached spreadsheet for details with regard to all bidders. Please contact me with any questions.

West Islip UFSD
Tree Pruning and Care Services
Bid # 2403 4/8/24

	<u>Asplundh Tree Expert, LLC</u>			<u>Quintal Contracting Corp</u>			<u>Green Leaf Landscaping</u>		
<u>Labor & Equip. Rate</u>	<u>Rate</u>	<u>Prompt Pay</u>	<u>Net Rate</u>	<u>Rate</u>	<u>Prompt Pay</u>	<u>Net Rate</u>	<u>Rate</u>	<u>Prompt Pay</u>	<u>Net Rate</u>
<u>Tree Pruning</u>									
Price/Hr. Crew & Equipment	\$ 342.38	0%	\$ 342.38	\$ 575.00	2%	\$ 563.50	\$ 595.00	2%	\$ 583.10
Price/Day Crew & Equipment	\$ 2,739.04	0%	\$ 2,739.04	\$ 4,600.00	2%	\$ 4,508.00	\$ 4,760.00	2%	\$ 4,664.80
Price/Week Crew & Equipment	\$ 13,695.20	0%	\$ 13,695.20	\$ 23,500.00	2%	\$ 23,030.00	\$ 23,800.00	2%	\$ 23,324.00
<u>Tree Removal</u>									
Price/Hr. Crew & Equipment	\$ 342.38	0%	\$ 342.38	\$ 600.00	2%	\$ 588.00	\$ 595.00	2%	\$ 583.10
Price/Day Crew & Equipment	\$ 2,739.04	0%	\$ 2,739.04	\$ 4,800.00	2%	\$ 4,704.00	\$ 4,760.00	2%	\$ 4,664.80
Price/Week Crew & Equipment	\$ 13,695.20	0%	\$ 13,695.20	\$ 24,000.00	2%	\$ 23,520.00	\$ 23,800.00	2%	\$ 23,324.00
<u>Labor</u>									
Price/Hour	\$ 141.73	0%	\$ 141.73	\$ 180.00	2%	\$ 176.40	\$ 350.00	2%	\$ 343.00
Price/Day	\$ 1,133.84	0%	\$ 1,133.84	\$ 1,440.00	2%	\$ 1,411.20	\$ 2,800.00	2%	\$ 2,744.00
Price/Week	\$ 5,669.20	0%	\$ 5,669.20	\$ 7,400.00	2%	\$ 7,252.00	\$ 14,000.00	2%	\$ 13,720.00
<u>Fertilization</u>									
Price/Hour Applicator No Equip.	\$ 115.00	0%	\$ 115.00	\$ 170.00	2%	\$ 166.60	\$ 200.00	2%	\$ 196.00
Price/Day Applicator No Equip.	\$ 920.00	0%	\$ 920.00	\$ 1,400.00	2%	\$ 1,372.00	\$ 1,600.00	2%	\$ 1,568.00
Price/Hour Applicator w/Equip.	\$ 145.00	0%	\$ 145.00	\$ 250.00	2%	\$ 245.00	\$ 250.00	2%	\$ 245.00
Price/Day Applicator w/Equip.	\$ 1,160.00	0%	\$ 1,160.00	\$ 2,000.00	2%	\$ 1,960.00	\$ 2,000.00	2%	\$ 1,960.00
Fertilizer = Cert. Cost + %	8%	Prompt Pay Discount - 0%		15%	Prompt Pay Discount - 2%		20%	Prompt Pay Discount - 2%	

INTEROFFICE MEMORANDUM

TO: DR. PAUL ROMANELLI
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: MAINTENANCE SERVICE FOR PNEUMATIC AND DDC CONTROL SYSTEMS

DATE: 4/29/2024

CC: E. PELLATI, J. BOSSE

A request for sealed bids for Maintenance Service for Pneumatic & DDC Control Systems (Bid #2404) for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday, March 21, 2024. The bid was also advertised on the West Islip website.

A total of five (5) bids were mailed to prospective bidders. A total of one (1) was returned. This one (1) bid was opened on April 8, 2024.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for Maintenance Service for Pneumatic and DDC Control Systems is awarded to:

Cardinal Control Systems, Inc.

Please see the attached spreadsheet for details with regard to this bid. Please contact me with any questions.

**West Islip UFSD
Maintenance Service Pneumatic & DDC Control Systems
Bid # 2404 4/8/24**

<u>Rate</u>	<u>Cardinal Controls</u>
Yearly Base Contract Price	\$ 26,790.00

Labor Rate:
(Work Done Beyond Contract)

Mechanic/Hourly Rate \$ 159.38

Helper(Apprentice)/Hourly Rate \$ 66.30

Parts and Materials will be billed at Contractor's Certified Cost + _____%
Cardinal Controls 20%

INTEROFFICE MEMORANDUM

TO: DR. PAUL ROMANELLI
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: REMOVAL OF UNWANTED GEESE AND WATERFOWL

DATE: 4/29/2024

CC: E. PELLATI, J. BOSSE

A request for sealed bids for Removal of Unwanted Geese and Waterfowl (Bid #2406) was advertised in Newsday and the Islip Bulletin on Thursday, March 21, 2024. This bid was also advertised on the West Islip District website.

A total of Four (4) bids were mailed to prospective bidders. A total of one (1) was returned. The one (1) bid was opened on April 9, 2024.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for Removal of Unwanted Geese and Waterfowl is awarded to:

Long Island Geese Control, Inc.

Please see the attached spreadsheet for details with regard to all bidders. Please contact me with any questions.

West Islip UFSD
Removal of Unwanted Geese and Waterfowl
Bid #2406, 4/9/24

<u>Service</u>	<u>L.I.</u> <u>Geese</u>
Annual Contract to Control Geese and Waterfowl	\$ 15,180.00

INTEROFFICE MEMORANDUM

TO: DR. PAUL ROMANELLI
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: PRINTING BID AWARD

DATE: 5/1/2024

CC: E. PELLATI, M. O'CONNOR

A request for sealed bids to print the District Newsletters, District Budget Brochure, Graduation Newsletter, Adult Education Brochure, Health and Wellness Newsletter and Postcard Mailer (Bid #2407) for the 2024-2025 school year was advertised in Newsday and the Islip Bulletin on Thursday, March 21, 2024. The bid was also advertised on the West Islip website.

A total of nine (9) bid applications were mailed to prospective bidders. A total of three (3) bids were returned. These three (3) bids were opened on April 9, 2024.

RECOMMENDATION:

The printing of the District Newsletters, District Budget Brochure, Graduation Newsletter, Adult Education Brochure Health and Wellness Newsletters and Postcard Mailer be awarded to the vendor listed below on the basis of low bid meeting specifications:

Tobay Printing Company, Inc.

Please see the attached spreadsheet for details with regard to all bidders. Please contact me with any questions.

Company	District Newsletter (2X/Yr)		District Budget Brochure (1X/Yr)		Graduation Newsletter (1X/Yr)		Adult Ed Brochure (2X/Yr)	
	2 Color	Additional Charges	2 Color	Additional Charges	2 Color	Additional Charges	1 Color	Additional Charges
Tobay Printing	\$ 1,433.00	\$ 0	\$ 1,353.00	\$ 0	\$ 1,844.00	\$ 0	\$ 1,550.00	\$ 0
Graphic Image	\$ 1,977.00	\$ 0	\$ 1,414.00	\$ 0	\$ 3,049.00	\$ 0	\$ 1,889.00	\$ 0
Courier Printing	\$ 1,895.00	\$ 0	\$ 1,585.00	\$ 0	\$ 2,512.00	\$ 0	\$ 1,910.00	\$ 0

Total Cost

All Publications	\$ 16,035.00
Tobay Printing	\$ 19,109.00
Graphic Image	\$ 20,473.00
Courier Printing	

Winning Bidder
 Tobay Printing
 1361 Marconi Blvd.
 Copiague, NY 11726

Health & Wellness		Postcard Mailer		Postcard Mailer	
(2X/Yr)		(2X/Yr)-5 1/2 x 8 1/2		(1X/Yr)-8 1/2 x 11	
	Additional	Color	Charges	Color	Charges
2 Color	Charges	Total	Total	Total	Total
\$ 1,353.00	\$ 0	\$ 1,353.00	\$ 1,294.00	\$ 1,578.00	\$ 1,578.00
\$ 1,414.00	\$ 0	\$ 1,414.00	\$ 1,267.00	\$ 1,552.00	\$ 1,552.00
\$ 1,585.00	0	\$ 1,585.00	\$ 1,732.00	\$ 2,132.00	\$ 2,132.00

INTEROFFICE MEMORANDUM

TO: DR, PAUL ROMANELLI
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: REFUSE REMOVAL BID AWARD

DATE: 4/29/2024

CC: E. PELLATI, J. BOSSE

A request for sealed bids to provide Refuse Removal (Bid #2408) services for the district was advertised in Newsday and the Islip Bulletin on Thursday, March 21, 2024. The bid was also advertised on the West Islip website.

A total of five (5) bid proposals were mailed to prospective bidders. A total of one (1) bid was returned. This one (1) bid was opened on April 10, 2024.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for Refuse Removal is awarded to:

Winters Bros. Hauling of Long Island, LLC

Please see the attached spreadsheet for details with regard to this bidder. Please contact me with any questions.

**West Islip UFSD
Refuse Removal Bid
Bid # 2408 4/10/24**

Company

Combined Price*

Winters Bros. Hauling of Long Island, LLC

\$ 145,000.00 *

**Combined Price includes Pick up of all:*

Trash

Recyclable Cardboard

Paper Products Removal

Recyclable Glass, Plastics and Cans

Note: Original Combined Bid Price of \$153,913.98 was negotiated to \$145,000.

INTEROFFICE MEMORANDUM

TO: DR, PAUL ROMANELLI
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: ATHLETIC UNIFORMS

DATE: 4/29/2024

CC: E. PELLATI, T. HORAN

A request for sealed bids for Athletic Uniforms (Bid #2409) for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday, March 21, 2024. This bid was also advertised on the West Islip website.

A total of nineteen (19) bids were mailed to prospective bidders. A total of five (5) bids were returned. The five (5) bids were opened on April 10, 2024.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for Athletic Uniforms is awarded to:

Sportsman's	Total Cost (Varsity Boys Track, Varsity Baseball, Varsity Girls Lacrosse, Middle School Girls Soccer)	<u>\$16,975.40</u>
BSN Sports	Varsity Softball	<u>\$ 4,454.40</u>
Varsity Spirit	Total Cost (Varsity Cheerleading):	<u>\$13,527.00</u>

Please see the attached spreadsheet for details with regard to this bid. Please contact me with any questions.

**West Islip UFSD
Athletic Uniforms
Bid #2409, April 10, 2024**

<u>Category</u>	<u>Quantity</u>	<u>Sportman's</u>	<u>BSN Sports</u>	<u>R & R Trophy</u>	<u>Riddell All American</u>	<u>Varsity Spirit</u>
Varsity Game-Day Cheer						
Varsity Spirit #132		No Bid	No Bid	No Bid	No Bid	
Pleated Skirt						
XSmall	4					\$ 92.95
Small	6					\$ 92.95
Medium	8					\$ 92.95
Large	6					\$ 92.95
XLarge	3					\$ 92.95
XXLarge	3					\$ 92.95
Total		\$ -	\$ -	\$ -	\$ -	\$ 2,788.50

<u>Category</u>	<u>Quantity</u>	<u>Sportman's</u>	<u>BSN Sports</u>	<u>R & R Trophy</u>	<u>Riddell All American</u>	<u>Varsity Spirit</u>
Varsity Game-Day Cheer						
Varsity Spirit #MFBL1237W		No Bid	No Bid	No Bid	No Bid	
Body Liner						
XSmall	4					\$ 96.95
Small	6					\$ 96.95
Medium	8					\$ 96.95
Large	6					\$ 96.95
XLarge	3					\$ 96.95
XXLarge	3					\$ 96.95
Total		\$ -	\$ -	\$ -	\$ -	\$ 2,908.50

<u>Category</u>	<u>Quantity</u>	<u>Sportman's</u>	<u>BSN Sports</u>	<u>R & R Trophy</u>	<u>Riddell All American</u>	<u>Varsity Spirit</u>
Varsity Game-Day Cheer						
Varsity Spirit #CFDASH3		No Bid	No Bid	No Bid	No Bid	
Logo						
Logo	30					\$ 44.00
Total		\$ -	\$ -	\$ -	\$ -	\$ 1,320.00

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>R & R Trophy</u>	<u>Riddell All American</u>	<u>Varsity Spirit</u>
Varsity Kickline					
Varsity Spirit #DBLR13CS	No Bid	No Bid	No Bid	No Bid	
Dance Bodyliner					
Xsmall	4				\$ 75.95
Small	6				\$ 75.95
Medium	8				\$ 75.95
Large	4				\$ 75.95
XLarge	2				\$ 75.95
XXLarge	1				\$ 75.95
Total	\$ -	\$ -	\$ -	\$ -	\$ 1,898.75

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>R & R Trophy</u>	<u>Riddell All American</u>	<u>Varsity Spirit</u>
Varsity Kickline					
Varsity Spirit #DD131S	No Bid	No Bid	No Bid	No Bid	
Dance Dress					
Xsmall	4				\$ 107.95
Small	6				\$ 107.95
Medium	8				\$ 107.95
Large	4				\$ 107.95
XLarge	2				\$ 107.95
XXLarge	1				\$ 107.95
Total	\$ -	\$ -	\$ -	\$ -	\$ 2,698.75

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>R & R Trophy</u>	<u>Riddell All American</u>	<u>Varsity Spirit</u>
Varsity Kickline					
Varsity Spirit #CFBRUSH3	No Bid	No Bid	No Bid	No Bid	
Logo					
Logo	25				\$ 76.50
Total	\$ -	\$ -	\$ -	\$ -	\$ 1,912.50

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>R & R Trophy</u>	<u>Riddell All American</u>	<u>Varsity Spirit</u>
Varsity Boys Track					
Nike #NKDH8113					
Running Short					
Small	\$ 21.72	\$ 26.75	No Bid	\$ 36.00	No Bid
Medium	\$ 21.72	\$ 26.75		\$ 36.00	
Large	\$ 21.72	\$ 26.75		\$ 36.00	
XLarge	\$ 21.72	\$ 26.75		\$ 36.00	
Total	\$ 2,172.00	\$ 2,675.00	\$ -	\$ 3,600.00	

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>R & R Trophy</u>	<u>Riddell All American</u>	<u>Varsity Spirit</u>
Varsity Boys Track					
Nike #NKDH8114					
Singlet					
Small	\$ 21.20	\$ 26.75	No Bid	\$ 37.00	No Bid
Medium	\$ 21.20	\$ 26.75		\$ 37.00	
Large	\$ 21.20	\$ 26.75		\$ 37.00	
XLarge	\$ 21.20	\$ 26.75		\$ 37.00	
Total	\$ 2,120.00	\$ 2,675.00	\$ -	\$ 3,700.00	\$ -

<u>Category</u>	<u>Sportsman</u>	<u>BSN Sports</u>	<u>R & R Trophy</u>	<u>Riddell All American</u>	<u>Varsity Spirit</u>
Varsity Baseball					
Under Armour #UA/UJBJX2M					
Jersey					
Small	\$ 60.55	\$ 106.79	Sub Rawlings Coil Cloth	\$ 61.60	No Bid
Medium	\$ 60.55	\$ 106.79		\$ 61.60	
Large	\$ 60.55	\$ 106.79		\$ 61.60	
XLarge	\$ 60.55	\$ 106.79		\$ 61.60	
Total	\$ 1,695.40	\$ 2,990.12	\$ 1,396.64	\$ 1,724.80	\$ -

<u>Category</u>	<u>Sportsman's</u>	<u>BSN</u>	<u>R & R</u>	<u>Riddell</u>	<u>Varsity</u>
	<u>Sub</u>	<u>Sports</u>	<u>Trophy</u>	<u>All American</u>	<u>Spirit</u>
Varsity Softball					
BSN #70772Z					
Home Jersey					
Small	4	\$ 44.90	\$ 59.88	\$ 68.10	No Bid
Medium	10	\$ 44.90	\$ 59.39	\$ 68.10	
Large	8	\$ 44.90	\$ 59.88	\$ 68.10	
XLarge	2	\$ 44.90	\$ 59.88	\$ 67.10	
Total	\$ 1,077.60	\$ 1,260.00	\$ 1,432.20	\$ 1,632.40	\$ -

<u>Category</u>	<u>Sportsman's</u>	<u>BSN</u>	<u>R & R</u>	<u>Riddell</u>	<u>Varsity</u>
	<u>Sub</u>	<u>Sports</u>	<u>Trophy</u>	<u>All American</u>	<u>Spirit</u>
Varsity Softball					
BSN #70824S					
Home Pants					
Small	4	\$ 47.90	\$ 49.88	\$ 67.20	No Bid
Medium	10	\$ 47.90	\$ 49.88	\$ 67.20	
Large	8	\$ 47.90	\$ 49.88	\$ 67.20	
XLarge	2	\$ 47.90	\$ 49.88	\$ 67.20	
Total	\$ 1,149.60	\$ 1,188.00	\$ 1,197.12	\$ 1,612.80	\$ -

<u>Category</u>	<u>Sportsman's</u>	<u>BSN</u>	<u>R & R</u>	<u>Riddell</u>	<u>Varsity</u>
	<u>Sub</u>	<u>Sports</u>	<u>Trophy</u>	<u>All American</u>	<u>Spirit</u>
Varsity Softball					
BSN #70772Z					
Away Jersey					
Small	4	\$ 44.90	\$ 59.88	\$ 68.10	No Bid
Medium	10	\$ 44.90	\$ 59.88	\$ 68.10	
Large	8	\$ 44.90	\$ 59.88	\$ 68.10	
XLarge	2	\$ 44.90	\$ 59.88	\$ 68.10	
Total	\$ 1,077.60	\$ 1,260.00	\$ 1,437.12	\$ 1,634.40	\$ -

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>R & R Trophy</u>	<u>Riddell All American</u>	<u>Varsity Spirit</u>
Varsity Softball					
BSN #70824S					
Away Pants					
Small	4 \$ 47.90	\$ 49.50	\$ 49.88	\$ 67.20	No Bid
Medium	10 \$ 47.90	\$ 49.50	\$ 49.88	\$ 67.20	
Large	8 \$ 47.90	\$ 49.50	\$ 49.88	\$ 67.20	
XLarge	2 \$ 47.90	\$ 49.50	\$ 49.88	\$ 67.20	
Total	\$ 1,149.60	\$ 1,188.00	\$ 1,197.12	\$ 1,612.80	\$ -

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>R & R Trophy</u>	<u>Riddell All American</u>	<u>Varsity Spirit</u>
Varsity Girls Lacross					
Holloway #229059					
Hooded Jacket					
Small	8 \$ 53.98	\$ 65.99	No Bid	\$ 71.70	No Bid
Medium	15 \$ 53.98	\$ 65.99		\$ 71.70	
Large	6 \$ 53.98	\$ 65.99		\$ 71.70	
XLarge	3 \$ 53.98	\$ 65.90		\$ 71.70	
Total	\$ 1,727.36	\$ 2,111.41	\$ -	\$ 2,294.40	\$ -

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>R & R Trophy</u>	<u>Riddell All American</u>	<u>Varsity Spirit</u>
Varsity Girls Lacross					
Holloway #229056					
Pants					
Small	8 \$ 32.50	\$ 40.99	No Bid	\$ 65.42	No Bid
Medium	15 \$ 32.50	\$ 40.99		\$ 65.42	
Large	6 \$ 32.50	\$ 40.99		\$ 65.42	
XLarge	3 \$ 32.50	\$ 40.99		\$ 65.42	
Total	\$ 1,040.00	\$ 1,311.68	\$ -	\$ 2,093.44	\$ -

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>R & R Trophy</u>	<u>Riddell All American</u>	<u>Varsity Spirit</u>
Middle School Girls Soccer					
Under Armour #1377218					
Jersey					
Small	\$ 29.40	\$ 42.99	No Bid	<i>Sub</i> Riddell Perma Tek	No Bid
Medium	\$ 29.40	\$ 42.99		\$ 78.00	
Large	\$ 29.40	\$ 42.90		\$ 78.00	
Xlarge	\$ 29.40	\$ 42.99		\$ 78.00	
Total	\$ 2,528.40	\$ 3,695.70	\$ -	\$ 6,708.00	\$ -

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>R & R Trophy</u>	<u>Riddell All American</u>	<u>Varsity Spirit</u>
Middle School Girls Soccer					
Under Armour #1377221					
Woman's Shorts					
Small	\$ 18.40	\$ 22.99	No Bid	\$ 78.00	No Bid
Medium	\$ 18.40	\$ 22.99		\$ 78.00	
Large	\$ 18.40	\$ 22.99		\$ 78.00	
Xlarge	\$ 18.34	\$ 22.99		\$ 78.00	
Total	\$ 1,581.44	\$ 1,977.14	\$ -	\$ 6,708.00	\$ -

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>R & R Trophy</u>	<u>Riddell All American</u>	<u>Varsity Spirit</u>
Middle School Girls Soccer					
Undr Armour #1377218					
Women's Jersey					
Small	\$ 29.40	\$ 42.99	No Bid	<i>Sub</i> Riddell Perma Tek	No Bid
Medium	\$ 29.40	\$ 42.99		\$ 78.00	
Large	\$ 29.40	\$ 42.99		\$ 78.00	
Xlarge	\$ 29.40	\$ 42.99		\$ 78.00	
Total	\$ 2,528.40	\$ 3,697.14	\$ -	\$ 6,708.00	\$ -

Category
Middle School Girls Soccer
 Undr Armour #1377221

	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>R & R Trophy</u>	<u>Riddell All American</u>	<u>Varsity Spirit</u>
Women's Shorts					
Small	\$ 18.40	\$ 22.99	No Bid	Riddell Perma Tek \$ 78.00	No Bid
Medium	\$ 18.40	\$ 22.99		\$ 78.00	
Large	\$ 18.40	\$ 22.99		\$ 78.00	
Xlarge	\$ 18.40	\$ 22.99		\$ 78.00	
Total	\$ 1,582.40	\$ 1,977.14	\$ -	\$ 6,708.00	\$ -

Grand Totals \$ 16,975.40 \$ 4,454.40 \$ - \$ - \$ 13,527.00

INTEROFFICE MEMORANDUM

TO: DR. JAMES ROMANELLI
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: PEST CONTROL SERVICES DISTRICTWIDE

DATE: 4/29/2024

CC: E. PELLATI, J. BOSSE

A request for sealed bids for Pest Control Services Districtwide (Bid #2410) was advertised in Newsday and the Islip Bulletin on Thursday, March 21, 2024. The bid was also advertised on the West Islip District website.

A total of fourteen (14) bids were mailed to prospective bidders. A total of three (3) bids were returned. These three (3) bids were opened on April 10, 2024.

RECOMMENDATION:

Based on low bid meeting specifications it is recommended that the contract for Pest Control Services Districtwide be awarded to:

Nature Plus Pest Control

Please see the attached spreadsheet for details with regards to all bidders. Please contact me with any questions.

**West Islip UFSD
Pest Control Services Districtwide
Bid #2410, April 10, 2024**

<u>Service</u>	<u>Nature+</u>	<u>Paramount</u>	<u>Predator</u>
Annual Pest Control			
District Service Contract <i>(Service - all schools 1X/Month High School 4X/Month)</i>	\$ 8,904.00	\$ 11,640.00	\$ 19,680.00
<u>Additional Services</u>	<u>Per 100 LF*</u>	<u>Per 100 LF*</u>	<u>Per 100 LF*</u>
Termites, Carpenter Ants nesting within structures	\$ 11.00	\$ 800.00	\$ 600.00
Re-baiting Existing Sentricon-Type Systems	\$ 375.00	\$ 450.00	\$ 250.00
<u>Additional Specialty Work</u>	<u>Per Hour</u>	<u>Per Hour</u>	<u>Per Hour</u>
While in District Monthly Special Visit	\$ 75.00 \$ 120.00	\$ 85.00 \$ 125.00	\$ 50.00 \$ 75.00
Prompt Payment Discount	3%	3%	1%

*LF - Linear Foot

INTEROFFICE MEMORANDUM

TO: DR. PAUL ROMANELLI
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: ELEVATOR MAINTENANCE AND SERVICE

DATE: 4/29/2024

CC: E. PELLATI, J. BOSSE

A request for sealed bids for Elevator Maintenance and Service (Bid #2411) was advertised in Newsday and the Islip Bulletin on Thursday, March 21, 2024. The bid was also advertised on the West Islip District website.

A total of Ten (10) bids were mailed to prospective bidders. A total of one (1) bid was returned. This one (1) bid was opened on April 10, 2024.

RECOMMENDATION:

Based on low bid meeting specifications it is recommended that the contract for Elevator Maintenance and Service be awarded to:

Dynasty Elevator Corp.

Please see the attached spreadsheet for details with regards to this bid. Please contact me with any questions.

**West Islip UFSD
Elevator Maintenance & Service
Bid #2411 4/10/24**

Dynasty

PART 1 Monthly Service

Annual Service Contract

Monthly Inspections/Testing

\$ 15,600.00

Labor Rate/Hr.

Weekdays (7AM - 5PM)

\$ 175.00

Labor Rat/Hr.

Overtime(Weekends or between

5PM - 7AM)

\$ 235.00

Materials Mark Up %

10%

Prompt Payment Discount

0%

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INTEROFFICE MEMORANDUM

TO: DR. PAUL ROMANELLI
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: IN-CAR DRIVER EDUCATION INSTRUCTION WITH VEHICLES

DATE: 4/29/2024

CC: E. PELLATI, T. HORAN

A request for sealed bids for In-Car Driver Education Instruction with Vehicles (Bid #2413) for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday, March 21, 2024. The bid was also advertised on the West Islip website.

A total of seven (7) bids were mailed to prospective bidders. A total of one (1) was returned. The one (1) bid was opened on April 11, 2024.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for In-Car Driver Education Instruction with Vehicles is awarded to:

Fitzgerald's Driving School, Inc.

Please see the attached spreadsheet for details with regard to this bid. Please contact me with any questions.

**West Islip UFSD
In-Car Driver Education with Vehicles
Bid #2413, 4/11/24**

<u>Vendor</u>	<u>Price per</u>	<u>Prompt Pay</u>	<u>Final price</u>
Fitzgerald's Driving School, Inc.	Student 7/24 - 6/225	Discount	Student
	\$ 385.00	0	\$ 385.00

Note:

Cost Comparison

	<u>Price per Student</u>	<u>Spring</u>	<u>Summer</u>	<u>Fall</u>	<u>Total Cost</u>
		<u>96 Students</u>	<u>48 Students</u>	<u>96 Students</u>	<u>Year</u>
					<u>Increase</u>
Present Vendor (23-24): Fitzgerald's	\$ 334.74	\$ 32,135.04	\$ 16,067.52	\$ 32,135.04	\$ 80,337.60
2024 Bid Winner: Fitzgerald's	\$ 385.00	\$ 36,960.00	\$ 18,480.00	\$ 36,960.00	\$ 12,062.40

INTEROFFICE MEMORANDUM

TO: DR. PAUL ROMANELLI
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: ROOF REPLACEMENT AT THE MASERA LEARNING CENTER

DATE: 5/1/2024

CC: E. PELLATTI, J. BOSSE

A request for sealed bids for Roof Replacement at the Masera Learning Center was advertised in Newsday and the West Islip Bulletin on Thursday, April 4, 2024. This bid was also advertised on the West Islip web site.

A total of seventeen (17) bids were picked up by prospective bidders. A total of nine (9) were returned. These nine (9) bids were opened on Monday April 29, 2024.

Base Bid GC-1 – Roof Replacement at the Masera Learning Center – A total of Nine (9) bids were returned.

RECOMMENDATION:

Based on low bid meeting specifications that **Base Bid No. GC-1 – Roof Replacement at the Masera Learning Center** be awarded to:

**More Roofing, Inc.
19 Old Dock Road
Yaphank, NY 11980**

In the following amount:

1. Base Bid No. GC-1 – Roof Replacement	<u>\$1,745,000.00</u>
Total Bid Award	\$1,745,000.00

RESOLUTION: West Islip Bid #2405 - Maintenance and Service of Fire Alarm Systems, the Maintenance and Repair of Security Alarm Systems and Central Station Monitoring of Security and Fire Systems Bid

BE IT RESOLVED, that upon the recommendation of the Assistant Superintendent of Business and the Director of Buildings and Grounds the West Islip Board of Education hereby reject all bids with regard to **Bid # 2405** Maintenance and Service of Fire Alarm Systems, the Maintenance and Repair of Security Alarm Systems and Central Station Monitoring of Security and Fire Alarms. Extreme price increase (2x price) over the present service contract as well as a need for specifications modification is the basis for this rejection.

**RESOLUTION: West Islip Bid #2412 – Athletic Equipment
Reconditioning**

BE IT RESOLVED, that upon the recommendation of the Assistant Superintendent of Business and the Director of Athletics the West Islip Board of Education hereby reject all bids with regard to **Bid # 2412 Athletic Equipment Reconditioning**. After careful competitive price evaluation of the bid results of the West Islip Athletic Reconditioning bid (#2412) vs the BOCES Athletic Equipment/Uniform Reconditioning, Recertifying, Repair and Cleaning bid (#2021-600-0811) it has been determined pricing is more favorable to the district using the BOCES bid. Better pricing from the BOCES bid is the basis of rejection.

BROKER SERVICES AGREEMENT

THIS BROKER SERVICES AGREEMENT (this "Agreement"), effective April 1, 2024 (the "Effective Date"), is made by and between West Islip UFSD ("Company"), and BROWN & BROWN OF GARDEN CITY, INC., ("Broker").

Background

Company wishes to retain Broker to perform certain specified insurance services as described in this Agreement. Broker wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement. The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and shall automatically renew unless sooner terminated as herein provided.
2. **Relationship of Parties.** Broker is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation paid to the Broker by the Company, Broker will provide services to the Company as an insurance broker. Company acknowledges that Broker, or its parent company, Brown & Brown, Inc. ("Parent"), and related or affiliated companies (collectively with Parent, "B&B Affiliates"), may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities. Company expressly consents to such relationship, if applicable, in the rendition of services by Broker under this Agreement.
3. **Broker Services.** Broker, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services").
4. **Company Responsibilities.** In consideration of the Services provided by Broker, Company agrees as follows:
 - (a) Company shall cooperate fully with Broker and the insurance companies with whom Broker solicits in the performance of Broker's obligations under this Agreement.
 - (b) Company shall timely pay all premiums and fees.
5. **Compensation.** In consideration of the Services, Company shall compensate Broker as set forth in Schedule B (the "Broker Services Fee").

6. **Confidentiality.** To the extent consistent with performances of Broker's duties under this Agreement, Broker and Company agree to hold in confidence Confidential Information (defined below). Company acknowledges, however, that Broker will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance intermediaries. "Confidential Information" means all nonpublic information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Broker or Company become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this

Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.

7. Termination.

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, Company may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Broker's insurance license in the State of New York if not cured by Broker within sixty (60) days following such suspension or termination; (ii) Broker's participation in any fraud; or (iii) Broker's material failure to properly perform its duties and responsibilities hereunder because of Broker's gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Broker may terminate this Agreement upon the happening of any one of the following causes: (i) Company's failure to pay any Broker Services Fee more than five (5) days after such payment is due; (ii) Company's participation in any fraud; or (iii) Company's material failure to properly perform its duties and responsibilities hereunder because of Company's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release Company from any accrued obligation to pay any sum to Broker (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

8. Notices. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to Company:

Name West Islip UFSD
Address 100 Sherman Avenue
West Islip, NY 11795
Attn: Elisa Pellati
Email: e.pellati@wi.k12.ny.us

If to Broker:

Brown & Brown of Garden City, Inc.
595 Stewart Avenue, 7th Floor
Garden City, NY 11530
Attn: Alan Labadorf
Email: alan.labadorf@bbrown.com

With copy to:

Brown & Brown, Inc.
300 N Beach Street
Daytona Beach, FL 32114
Attn: Legal Department

or such other address as either shall give to the other in writing for this purpose.

9. Severability. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

10. New York Law Applies; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Nassau County, New York.

11. Limitation of Liability; Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

12. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties

and their respective successors and permitted assigns.

13. **Entire Agreement.** This Agreement (including the schedules, documents and instruments referred to herein or attached hereto) constitutes the entire agreement and supersedes all prior

agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Company and Broker by their respective duly authorized representatives.

Remainder of page intentionally left blank – signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COMPANY:

BROKER:

West Islip UFSD

Brown & Brown of Garden City, Inc.

By: _____

By: Kenneth Weinstein

Name: _____

Name: Kenneth Weinstein

Title: _____

Title: Vice President

SCHEDULE A

BROKER SERVICES

Subject to the terms of this Broker Services Agreement, Broker shall provide the Services listed below:

Services are as follows:

- a) COBRA premium collection
- b) Retiree Billing or Consolidated Billing services

SCHEDULE B

COMPENSATION

Broker Services Fee:

In consideration of the Services, the individual COBRA participant or Retiree shall compensate Broker in the amount of **\$5.00 PER BILL (QUARTERLY) FOR RETIREE BILLING AND 2% OF BILLED PREMIUM FOR DENTAL AND VISION COBRA** (the "Broker Services Fee"). The Broker Services Fee shall be fully earned and payable upon Company's execution and delivery of this Agreement.

ENROLLMENT AGREEMENT

THIS **ENROLLMENT AGREEMENT** (this "Agreement"), effective April 23, 2024 (the "Effective Date"), is made by and between **West Islip UFSD** ("Company"), and **Brown & Brown of Garden City, Inc.** ("Broker").

Background

Broker will serve as a conduit for employee enrollments, changes and terminations and may pull applicable data from Company's benefits administration platform, and/or receive written notification with applicable data from the Company and submit to applicable carrier(s). The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, and shall automatically renew for additional one (1) year periods, unless sooner terminated as provided herein.
2. **Termination of Agreement.** Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which shall be specified in such written notice.
3. **Enrollments.**
 - a) Company must ensure all employee enrollment selections and demographic information is loaded into Company's benefits administration platform and/or is submitted to the Broker in writing.
 - o This information must be entered in the Company's benefits administration platform and/or the Broker must be notified in writing, no later than 10 business days prior to the effective date
 - b) Company must populate the Company's benefits administration platform, and/or email 514.bbgeligibility@bbrown.com, and/or email the appropriate individual(s) from the Broker as agreed upon, with the employee's name, action (including plan selections), and effective date, and/or on the carrier's prescribed enrollment/change form and/or the Company's prescribed benefit election form.
 - c) Broker will reach out to the Company to obtain any missing information to enroll the employee with the applicable carrier partner(s) based on the information received via the Company's benefits administration platform and/or from the Company in writing.
 - d) Broker will submit the enrollment to the relevant insurance carrier(s) within 5 business days of receiving the notification, provided all necessary information is received.
 - e) Broker will supply Company with confirmation of the action.
 - f) If required information is not entered in the Company's benefits administration platform and/or provided by Company in writing, the 5 business day window begins when Broker is provided all remaining required information.
 - g) Company handles all actions relating to notifying the COBRA administrator of applicable new hires & qualifying events and Broker assumes no liability arising out of or related to COBRA.

4. Status Changes.

- a) Company must ensure all status changes and related information, including supporting documentation, is available in and uploaded to the Company's benefits administration platform and/or emailed to the appropriate contact at the Broker as agreed upon. Company must populate the Company's benefits administration platform and/or email 514.bbgseligibility@bbrown.com and/or the appropriate individual(s) from the Broker as agreed upon with the employee's name, action (including plan selections), and effective date, on the carrier's prescribed enrollment/change form and/or the Company's prescribed benefit election form.
- b) Broker will reach out to the Company to obtain any missing information to submit the change to the applicable carrier partner(s) based on the information received via the Company's benefits administration platform and/or from the Company in writing.
- c) Broker should be notified of status changes in writing no later than 5 days of being notified of the qualified event, or the end of the qualifying event period, whichever is sooner.
- d) Broker will submit changes within 5 business days of receiving the written notification and all information necessary to submit the change.
- e) Broker will provide Company with confirmation of the action, as well as a temporary ID card (if available from the carrier and applicable to the change).
- f) Company handles all actions relating to notifying the COBRA administrator of applicable changes of status and Broker assumes no liability arising out of or related to COBRA.
- g) Mid-year changes may include, but are not limited to:
 - i. Enrolling self and/or eligible family member(s) due to loss of other coverage
 - ii. Enrolling self and/or eligible family member(s) due to a marriage, adoption, birth, or otherwise court-ordered placement of an eligible family member
 - iii. Enrolling self and eligible family members due to a court order
 - iv. Canceling coverage for self and/or enrolled family member(s) due to qualified coverage elsewhere (i.e. spouse's open enrollment or new job)
 - v. Canceling coverage for self and/or enrolled family member(s) who moves outside of plan service area
 - vi. Canceling coverage for a family member who no longer meets the definition of an eligible dependent
- h) If there are any events that occur outside of this list, Company must contact Broker in the method agreed upon immediately.

5. Termination.

- a) Company must ensure all terminations and related information, including the employee's name, reason for termination, last day worked, last known address and any other required information is available in and uploaded to the Company's benefits administration platform and/or emailed to the appropriate contact at the Broker as agreed upon. Company must either populate the Company's benefits administration platform, send an email to 514.bbgseligibility@bbrown.com and/or send an email to the appropriate individual(s) from the Broker as agreed upon with this information.
- b) Company must provide the terminated employee with any applicable forms and complete any required sections if the employee was enrolled when terminated and submit to the Broker as required using the method above.
- c) Broker should be notified of the applicable termination in writing no later than 10 days from the qualified event. If the retroactive termination request exceeds 30 days, Broker will request

permission from the carrier but cannot guarantee approval. If such request to the carrier is not approved, Company understands that such non-approval shall (i) not constitute a material breach of this Agreement by Broker; and (ii) Broker shall not be subject to any additional liability to Company.

- d) Broker will reach out to the Company to obtain any missing information to submit the termination to the applicable carrier partner(s) based on the information received via the Company's benefits administration platform or from the Company in writing.
- e) Broker will submit termination to the carrier within 5 business days of receiving all of the required information from the Company.
- f) Broker will supply Company with an email confirmation, confirming the termination has been reported.
- g) Company handles all actions relating to notifying the COBRA administrator of applicable terminations and Broker assumes no liability arising out of or related to COBRA.

6. Company's Responsibilities.

- a) Company agrees to audit its billing statements and/or carrier membership reports every month to ensure adds, changes and terminations are accurately reflected.
- b) If a change is not reflected in the above audit following the change, Company agrees to immediately notify the Broker at 514.bbgceligibility@bbrown.com and/or by emailing the appropriate individual(s) from the Broker as agreed upon.
- c) Company agrees to enter and maintain all data in the Company's benefits administration platform and/or agrees to provide all relevant data that is required for enrollments, status changes, and terminations directly to the Broker as agreed upon.
- d) Company agrees to review and follow all administrative instructions supplied by Broker.
- e) Company retains all liability related to or arising out of its failure to complete actions according to the terms in this Agreement, and for any data that is incorrectly entered into the Company's benefits administration platform and/or incorrectly provided to the agreed-upon contact at the Broker.
- f) Company handles all actions relating to COBRA and Broker assumes no liability arising out of or related to COBRA.

7. Broker's Responsibilities

- a) Broker agrees to report enrollments, changes, and terminations to applicable vendors when entered into the Company's benefits administration platform and/or when notified in writing by Company and subject to the timeframes set forth in this Agreement.
- b) Brown & Brown assumes no liability for information not entered into or entered incorrectly into the Company's benefits administration platform and/or when provided incorrectly by the Company.
- c) Broker assumes no liability arising out of or related to COBRA.

8. Peak Enrollment Periods

- a) From time-to-time, Broker experiences heavier than normal enrollment activity. During these peak enrollment times, the 5-business day turn-around may be extended at Brown & Brown's sole discretion.
 - b) Due to the large volume of activity that occurs at once, Open Enrollments may take longer than 5-business days to submit.
9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.
10. **Law Applies; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of **New York** without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for **New York**.
11. **Indemnification.** Each party shall defend and hold harmless the other party for any and all claims, losses, suits, proceedings, demands, liabilities, costs and expenses, including reasonably attorney's fees, arising out of (i) negligence, willful misconduct or any acts or omissions of either party; (ii) violation of any applicable laws; and/or (iii) breach of this Agreement.
12. **Limitation of Liability; Waiver of Jury Trial.** The parties waive any right to a trial by jury in the event of litigation arising out of this Agreement. **IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.**
13. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.
14. **Entire Agreement.** This Agreement (including the schedules, documents and instruments referred to herein or attached hereto) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of the Company and the Broker by their respective duly authorized representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COMPANY:

West Islip UFSD

a [SELECT ONE: corporation, limited liability company, limited partnership]

BROKER:

Brown & Brown of Garden City, Inc.

a corporation

By: _____

Name: _____

Title: _____

By: Kenneth Weinstein

Name: Kenneth Weinstein

Title: Vice President

5/8/24

MEMORANDUM OF AGREEMENT

WHEREAS, the West Islip Union Free School District (the "District") and Local 237 West Islip Secretarial Employees (the "Union") are parties to a collective bargaining agreement for the period of July 1, 2021 through June 30, 2025 (the "CBA"); and

WHEREAS, the CBA sets forth the work day and work week in Article V, which Article provides full-time employees shall work a 7 hour day, 5 day week, Monday through Friday, except as those days designated by the District, at which time a 6 hour day will be observed; and

WHEREAS, the parties have discussed the implementation of a modified work week and work day during the period of July 1, 2024 through August 23, 2024 ("Summer") as a method of achieving cost savings through reduced energy consumption; and

WHEREAS, the parties wish to memorialize the Agreement reached with respect to hours during the Summer.

NOW, THEREFORE, good and valuable consideration having been exchanged, it is hereby agreed as follows:

1. For purposes of this Agreement, Summer shall be defined as the period commencing July 1, 2024 and ending August 23, 2024.
2. Notwithstanding any provision of the CBA to the contrary, during the Summer, employees shall work a four (4) day work week, and shall not report to work on Fridays (i.e. July 5, 12, 19, 26 and August 2, 9, 16, 23, 2024).
3. During the Summer four (4) day work week, employees shall work 8:00 AM to 4:00 PM, Monday through Thursday. No employee shall be entitled to overtime for working the hours set forth in this paragraph, unless such employee works in excess of thirty (30) hours in a week. All workdays shall include a thirty 30-minute unpaid lunch break and two fifteen (15) minute paid breaks.
4. When 10 and 10 ½ month employees work during the summer, their workday is a six-hour day. Their compensation is at their regular daily rate of pay. Their work schedule should be 8:00 AM to 3:00 PM with one-hour unpaid lunch break and two 15-minute paid breaks.
5. Requests for modification of the 8:00 AM to 4:00 PM schedule require approval by the employee's direct supervisor. Schedule changes may not modify the eight (8) hour day.
6. Ten-month employees will return to work on August 23, 2024. For the period August 22, 2024 through August 27, 2024, 10 month employees will work a seven and a half hour work day.

7. The aforementioned plan is exclusively for the 2024 summer work schedule and will sunset on August 31, 2024.
8. Except as specifically set forth herein, the Agreement shall not be construed as modifying any terms and conditions of employment set forth in the CBA or any practices which may exist as between the parties.

West Islip Union Free School District

Date: _____, 2024

Anthony Tussie, President/BOE

Local 237 West Islip Secretarial Employees

Date: _____, 2024

Ben Carezza, President

LEASE AGREEMENT

This agreement is made by and between the BOARD OF EDUCATION, WEST ISLIP UNION FREE SCHOOL DISTRICT, TOWN OF ISLIP, SUFFOLK COUNTY, NEW YORK, a corporation existing under and by virtue of the laws of the State of New York, having its principal office at Beach Street, Corner of Sherman Avenue, West Islip, Suffolk County, New York 11795, hereinafter referred to as the "DISTRICT" and the West Islip Teachers Association, by Joseph Dixon, having its principal office at 350 Higbie Lane, West Islip, NY 11795, hereinafter referred to as the ("WITA").

WITNESSETH

WHEREAS, the DISTRICT has agreed to lease to WITA a room at the Westbrook Elementary School, located at 350 Higbie Lane, West Islip, NY 11795 (the "Building"); and

WHEREAS, the DISTRICT has determined and adopted a resolution providing that the room of the Building is not currently needed for school district purposes and that the leasing of it is in the best interest of the DISTRICT.

NOW, THEREFORE, for the mutual consideration set forth herein, and intending to be legally bound, the DISTRICT and WITA hereby agree as follows:

RECITALS

1. The recitals set forth above are hereby incorporated herein.

DEMISED PREMISES

2. Subject to the terms set forth in this agreement (hereinafter, the "Lease"), the DISTRICT hereby leases to WITA, and WITA hereby leases from the DISTRICT, Room 200 in the Building (hereinafter, the "Premises" or "Demised Premises") as set forth in detail in the floor plan attached as Exhibit "A." The parties stipulate that the Premises consists of 864 square feet.

TERM & EXPANSION OPTION

3. The term of this Lease shall commence on June 1, 2024 and expire on May 31, 2025 unless sooner terminated pursuant to the provisions hereof and to the extent permitted by applicable law, or unless extended for an additional year in the manner provided, and to the extent permitted, by applicable law.

Renewal Option: Should Tenant wish to extend, a written request shall be delivered to the Landlord no later than December 1, 2024. If the Landlord does not wish to extend, written notice to that effect shall be delivered to the Tenant no later than January 1, 2025. Unless otherwise agreed by the parties, such extension shall be upon the same terms, covenants and provisions herein set forth except for rent and security deposit, which shall be increased as hereinafter provided.

RENT

4. WITA shall pay a monthly rent of \$1,368.12 for a total annual rent of \$16,417.44 for the period June 1, 2024 through May 31, 2025. For each subsequent year of this Lease, as it may be extended, the annual rent shall be increased by 3%.

5. The rent shall be paid each year of the term in twelve (12) equal installments, with the first payment commencing on the first day of June. Each successive payment shall be made on the first day of each month following the first day of June until all payments are made for that year of the term.

6. WITA hereby agrees to deposit with the DISTRICT two months of rent, \$2,736.24 due at Lease signing, as security for the faithful performance and observance by WITA of the terms, provisions and conditions of this Lease. In the event that WITA is in default of any of the terms, conditions and provisions of this Lease, the DISTRICT may, but is not obligated to, apply such amount of the security to the payment of rent and the cost and expense of re-letting the Demised Premises whether or not incurred after summary proceedings are instituted. For each

year that the Lease is effective, the security as referenced in this paragraph shall be increased to equal two months' rent at the monthly rental rate applicable to that year, which sum shall be paid with the first rental payment for that year.

USE OF DEMISED PREMISES

7. If and so long as no default shall have occurred and be continuing, the DISTRICT covenants and agrees that WITA may peacefully and quietly have, hold and enjoy the Demised Premises for the term stated.

8. WITA covenants that it shall use the Demised Premises exclusively for professional purposes, and shall not use or permit the use of the Demised Premises in violation of any applicable statute, ordinance or regulation, or in violation of the Certificate of Occupancy of the Building. WITA may not utilize the Demised Premises for any other purpose whatsoever, without the prior written consent of the DISTRICT. WITA shall be permitted to utilize the Demised Premises from 7:00 a.m. to 10:00 p.m. on weekdays and 7:00 a.m. to 4:00 p.m. on the weekends. The DISTRICT will provide an access card or key to WITA who shall lock up the Premises each day following use. The DISTRICT's night custodian will alarm the building. On school days, the DISTRICT's security personnel will unlock and open the gates in the mornings and the custodians will lock the gates at night. If the premises are used by WITA on other days, the DISTRICT will make arrangements with either its security or WITA to lock and unlock the gates.

9. The DISTRICT shall have full control and use of the grounds, parking areas, and athletic fields, it being understood, however, that WITA will have access to adequate parking. Staff parking for WITA shall be on the north side of the driveway.

10. WITA shall have exclusive use of the Demised Premises. WITA shall also be permitted to utilize the bathroom facilities located adjacent to the Faculty Room as reflected on the attached floor plan. The District assumes no responsibility for any WITA personal property on the premises.

UTILITIES AND COMMON AREA MAINTENANCE

11. During the term hereof, the District shall furnish to WITA (i) electric and to the Demised Premises as customarily delivered to schools in the District; (ii) water for ordinary lavatory for the Demised Premises; (iii) cleaning of the Demised Premises and all hallways and hallway bathrooms in the Demised Premises; (iv) Common Area Maintenance (CAM) such as parking lot maintenance, and snow removal, except as noted below and (v) air condition in the summer months. The cost of the foregoing services is included in the rent. WITA shall be responsible for telephone and internet service. WITA will reimburse the District for the cost and the installation of air conditioning.

REPAIRS AND MAINTENANCE

12. The DISTRICT shall maintain the grounds surrounding the Demised Premises, with the same frequency and degree of attention given by the DISTRICT to other DISTRICT facilities, including but not limited to mowing of the lawns, tending the shrubs, snow plowing parking areas, removing plowed snow, snow and ice removal from pedestrian walkways, steps and sidewalks at the Building, repairing potholes in and otherwise maintaining the parking areas and maintaining the sidewalks, and curbing, provided however, that should any snowfall be of sufficient quantity to require its removal through the use of rented equipment such as bucket loaders, tractors or bulldozers by an outside contractor, WITA will share responsibility equally with other tenants for the cost as additional rent upon receipt of an invoice from the DISTRICT.

13. WITA shall, during the term of this Lease, at WITA sole cost and expense, take good care of, maintain and make all repairs (other than structural) in the Demised Premises and the fixtures and equipment therein and appurtenances thereto serving the Demised Premises only, including, but not limited to, internal doors and entrances, door checks, internal signs, floor covering, interior walls, covering of columns and partitions, lighting and supplemental air conditioning units, if any, servicing the Demised Premises. Nothing contained in this Section 13 shall require WITA to make any structural repairs in the Demised Premises or repairs to the Building equipment, including without limitation, the heating, and plumbing systems, unless such repairs are necessitated by reason of WITA negligent or willful acts or omissions.

14. The DISTRICT will be responsible for fire safety, asbestos, and all capital construction reporting, annual structural inspections, and other reports required by the State Education Department or other authorities. In addition, the District shall promptly make repairs to the Building to address any structural issues and otherwise maintain the Building and the Building systems in a condition commonly found in other schools in the District. The District shall maintain and repair all common areas of the facilities. Whenever possible and provided there is no additional cost to the District, the District will arrange to have all repairs, alteration or other work in the Demised Premises done during hours when school is not in session.

15. The water supply and sanitary waste system shall be used for ordinary lavatory purposes only. The reasonable costs to the DISTRICT for any unauthorized use of these services, including but not limited to the costs of water and water dispersion and cesspool testing and cleaning as a result of any unauthorized use, shall be borne by WITA as an item of additional rent. Notwithstanding the foregoing, the DISTRICT shall be responsible for the repair, replacement, or installation of pipes or other components of the sanitary water system that may be required due to

age or changing regulatory requirements.

16. In the event that the Demised Premises is partially damaged by fire or other cause without the fault or negligence of WITA, with the result that it is only partially unacceptable or unusable for use under this agreement, the Lease shall continue in full force and effect. The DISTRICT shall immediately proceed to repair the damages and restore the Demised Premises to full use at the sole expense of the DISTRICT, and the rent payment shall abate in such proportions based on a percentage of square footage as the area rented and usable for normal operation purposes bears to the area used for normal operation purposes prior to the casualty. The decision of whether or not a given area is usable for normal operation purposes shall be rendered by the District, except that such decision shall have a rational basis. To the extent other appropriate space is available for use in the Building, such space may be utilized by WITA until such time as the Demised Premises are restored to their full use. If the Demised Premises shall be totally damaged or the whole of the Demised Premises shall be rendered untenable by fire or other casualty, WITA may serve notice on the District of its intention to terminate this Lease and if within thirty (30) days thereafter, the District shall not have substantially completed the making of the required repairs and restored and rebuilt the Demised Premises to the level existing immediately prior to the fire or other casualty then, in such event, this Lease shall terminate on the expiration of such thirty (30) day period.

17. The DISTRICT's representatives shall have the right to enter into and upon the Demised Premises, or any part thereof, at all reasonable hours for the purpose of examining same or making such repairs or alterations therein as may be necessary under the requirements of this Lease; provided, however, that the DISTRICT gives the WITA administrator reasonable notice before entering, except in the case of emergency.

INSURANCE

18. The DISTRICT shall pay for and provide all fire insurance policies insuring the Demised Premises against risks enumerated in "fire insurance" policies (i.e., "all risk," etc.). WITA may carry fire insurance policies to protect its interest insofar as fixtures and other contents are concerned. All such policies are to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against the DISTRICT or WITA in connection with any loss or damage covered by any such policies. Except as provided in Paragraph 19, neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in standard extended coverage insurance, provided such insurance was obtainable at the time of such loss or damage. However, if such insurance policies cannot be obtained or are obtainable only by the payment of any additional premium charge above that charged by companies carrying such insurance without such waiver of subrogation, the party undertaking to carry such insurance shall notify the other party of such fact and such other party shall have a period of ten (10) days after the giving and/or receiving of such notice either to: (a) place such insurance in companies which are reasonably satisfactory to the other party and will carry such insurance with such waiver of subrogation; or (b) agree to pay the additional premium if such policy is obtainable at additional cost. If neither (a) nor (b) is done, this paragraph shall be null and void for so long as either such insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired shall refuse to pay the additional premium charge. If the release of either the DISTRICT or WITA, as set forth in this paragraph, shall contravene any law with respect to exculpatory agreements, the liability of the party in question shall be deemed not released but shall be deemed secondary to the latter's insurer.

19. WITA will not knowingly do anything in said Demised Premises, nor knowingly permit anyone else to do anything in said Demised Premises, which will in any way increase the rate of fire insurance without the approval of the DISTRICT.

20. At WITA's own cost and expense, it shall maintain in force at all times hereunder, public liability insurance policies with any standard company licensed to do business in the State of New York with the limitation of at least a combined single occurrence limit of \$3,000,000 for bodily injury and property damage and shall cause the DISTRICT to be named as additional insured thereunder and shall furnish the DISTRICT with certificates of such insurance. At the DISTRICT's own cost and expense, it shall maintain in force at all times hereunder, public liability insurance policies with any standard company licensed to do business in the State of New York with the limitation of at least a combined single occurrence limit of \$3,000,000 for bodily injury and property damage and shall cause WITA to be named as additional insured thereunder and shall furnish WITA with certificates of such insurance.

WITA shall provide said certificates of insurance prior to any work being done at the school.

INDEMNITY

21. The DISTRICT shall be exempt and held harmless from any and all liability for any damage or injury occurring to person or property caused by or resulting from water, rain, ice, or snow, or from any damage or injury resulting or arising from any other cause, unless such damage or injury is caused by or is due to the gross negligence of the DISTRICT, its agents, employees or invitees.

TERMINATION AND DEFAULT

22. The DISTRICT shall not declare any default under this Lease or seek to terminate the Lease unless and until it shall have given WITA thirty (30) days written notice at its principal

address to cure any alleged default and WITA has failed to cure the same within such thirty (30) day period. In the case of defaults not capable of being cured within a thirty (30) day period, WITA shall not be deemed in default if WITA commences to cure same with such thirty (30) day period and proceeds promptly and diligently to cure same. If WITA shall default under the lease and WITA shall fail to cure in accordance with this provision, then the District may give WITA ten (10) days' notice of intention to end the term of this lease, and thereupon as the expiration of said ten (10) days (if said condition shall continue to exist) the term under this lease shall expire as fully and completely as if that day were the date herein fixed for the expiration of the term.

23. In the event WITA moves out or is dispossessed and fails to remove any fixtures or other property installed on the Demised Premises by WITA, the said fixtures and property shall be deemed abandoned by WITA and shall become the property of the DISTRICT, or at the DISTRICT's discretion, the DISTRICT may require WITA to remove such items or remove same and bill WITA for the DISTRICT's expenses in connection with such removal.

24. In the event this Lease is terminated due to WITA's default, WITA shall nevertheless remain liable for and shall pay the rent and additional rent which accrues subsequent to the reentry by the DISTRICT, and WITA expressly agrees to pay damages for the breach of the covenants herein contained, the difference between the rent and additional rent reserved and the rent and additional rent collected, if any, by the DISTRICT during the remainder of the unexpired term; such difference shall become due and payable in monthly payments during the unexpired term as the amounts of such difference shall from to time to time be ascertained.

25. In the event WITA holds over or fails to vacate the Demised Premises at the expiration of the Lease, such holding over shall be deemed a month-to-month tenancy, which tenancy may be terminated pursuant to applicable law, and until WITA has vacated the premises

WITA agrees to pay the DISTRICT for the monthly use and occupancy charges equal to the rent at the date of expiration, plus fifteen (15%) percent thereof.

26. WITA shall take good care of the Demised Premises and at the end or other expiration of the term, shall deliver same in good order and condition and free of debris, damages by the elements and normal wear and tear excepted. All claims for damages caused by WITA during the term of the Lease shall be made by the DISTRICT to WITA within sixty (60) days after WITA vacates the Demised Premises.

RE-ENTRY BY DISTRICT

27. If WITA shall default in the payment of any fixed rent or any other sum or charge payable hereunder upon which the sum becomes due, or if this Lease shall expire as provided herein, the DISTRICT may immediately, or at any time thereafter, re-enter into or upon the premises, or any part thereof, in the name of the whole, either by summary dispossession proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any persons therefrom, to the end that DISTRICT may have, hold and enjoy the premises again as and of its first estate and interest therein. The word "re-enter," and all derivatives thereof used in this paragraph, shall not be restricted to their technical legal meanings.

ALTERATIONS

28. All changes, alterations, additions, improvements, repairs or replacements to the Demised Premises and the fixtures and equipment thereof by WITA require the prior written approval of the DISTRICT. All such changes, alterations, additions, improvements, repairs or replacements shall remain the property of the DISTRICT at the termination of the Lease.

29. The DISTRICT reserves the right to make such changes, alterations, additions, improvements, repairs or replacements to the Demised Premises and the fixtures and equipment thereof; provided, however, that there be no unreasonable obstruction of the means of access to the premises or unreasonable interference with the use of the premises when possible and provided there is no additional cost to the DISTRICT, and if practical the DISTRICT will arrange to have all repairs, alteration or other work in the Demised Premises done during hours when school is not in session. Nothing contained herein shall relieve WITA of any duty, obligation or liability with respect to making any repair, replacement or improvement or complying with any law, order or requirement or any governmental or other authority.

SIGNAGE

30. WITA shall be permitted to erect a ground sign bearing the WITA name, which sign shall be subject to prior approval by the DISTRICT. WITA shall be obligated to comply with any and all state or local laws, rules and/or regulations with regard to such signage. WITA shall also be permitted to place removable signage on the entrance door and corridors, provided such signage does not damage the affected area.

EMINENT DOMAIN

31. If the whole or any part of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, the terms of the Lease shall cease and terminate from the date of title vesting in such proceeding and WITA shall have no claim against the DISTRICT for the value of any unexpired term of said Lease. No part of any award resulting from the aforementioned proceeding shall belong to and WITA.

ASSIGNMENT

32. WITA may not assign, mortgage, pledge, encumber or otherwise transfer (voluntarily, involuntarily, by operation of law or otherwise) any of its rights or duties under this Lease or sublet the Demised Premises, or any portion thereof, without the DISTRICT's prior written consent.

ENVIRONMENTAL HAZARDS

33. WITA shall not be responsible for pre-existing conditions of environmental contamination, if any, present at the Demised Premises, the Building or the grounds surrounding the Building. To the best of the DISTRICT's actual knowledge there are no conditions of environmental contamination present at the Demised Premises, the Building or the grounds surrounding the Building.

34. WITA shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the Demised Premises by its agents, employees, contractors or invitees without the prior written consent of DISTRICT. If the presence of Hazard Materials on the Demised Premises caused or permitted by WITA results in contamination of the Demised Premises or any other property, or if contamination of the Demised Premises or any other property by Hazard Materials otherwise occurs for which DISTRICT is legally liable for damage resulting therefrom pursuant to this Lease, WITA, to the extent allowed by law, shall indemnify, defend and hold the DISTRICT harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Demised Premises, damages for the loss or restriction on use of rentable or unusable space or of any amenity or appurtenance of the Demised Premises, damages arising from any adverse impact of building space or land area, sums paid in settlement of claims, reasonable attorneys' fees, court costs,

consultant fees and expert fees) that arise during or after the Term as a result of the contamination. This indemnification of the DISTRICT by WITA includes, without limitation, costs incurred in connection with the investigation of site conditions or any clean-up remedial work, removal or restoration work required by any Federal, State or local government agency because of Hazard Materials present in the soil of ground water on or under the Land. Without limiting the foregoing, if the presence of any Hazardous Materials on the (or any other property) caused or permitted by WITA results in any contamination of the Demised Premises, WITA shall promptly take all actions at the WITA's sole expense as are necessary to return the Demised Premises to the condition existing prior to the introduction of any such Hazardous Materials, provided that the DISTRICT's approval of such actions is first obtained.

35. For purposes of this Lease, the term, "Hazardous Materials" shall mean (i) any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) CERCLA, SARA, RCRA, or any other Environmental Law as now or at any time hereafter in effect; (ii) any other waste, substance or material that exhibits any of the characteristics enumerated in 40 C.F.R. §§261.20 through 261.24, inclusive, and those extremely hazardous substances listed under Section 902 of SARA that are present in threshold planning or reportable quantities as defined under SARA and toxic or hazardous chemical substances that are present in quantities that exceed exposure standards as those terms are defined under Section 6 and 8 of OSHA and 29 C.F.R. Part 1910; (iii) any asbestos or asbestos containing substances whether or not the same are defined as hazardous, toxic, dangerous waste, a dangerous substance or dangerous material in any Environmental Law; (iv) "Red Label" flammable materials; (v) all Laboratory Waste and by-products; and (vi) all biohazardous materials "Environmental Laws" shall mean any and all Federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes,

decrees or requirements of any Governmental Authority regulating, relating to or imposing liability or standards of conduct concerning environmental conditions at the Demised Premises, Building or Property as now or may at any time hereafter be in effect, including but not limited to and without limiting the generality of the foregoing, The Clean Water Act also known as the Federal Water Pollution Control Act, 88 U.S.C. §§1251 et seq., the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§186 et seq., the Safe Drinking Water Act, 42 U.S.C. §§300f et seq., the Surface Mining Control and Reclamation Act, §1201 et seq., 80 U.S.C. §1201 et seq., the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §§9601 et seq., the Superfund Amendment and Reauthorization Act of 1986 (“SARA”), Public Law 99-499, 100 Stat. §1818, the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§1101 et seq., the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§6901 et seq., and the Occupational Safety and Health Act as amended (“OSHA”), 29 U.S.C. §655 and §657, together with any amendments thereto, regulations promulgated thereunder and all substitutions thereof;

MISCELLANEOUS

36. WITA agrees to permit the DISTRICT to show the Demised Premises to persons wishing to rent or purchase the same on or after the sixth month preceding the expiration of the term of the Lease.

37. The failure of either the DISTRICT or WITA to insist upon a strict performance of any of the terms, conditions, and covenants herein, shall not be deemed a waiver of any rights or remedies that the DISTRICT or WITA may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained. This

instrument may not be changed, modified, discharged or terminated orally.

38. For the purpose of the Lease, "negligence" or "fault" on the part of WITA or the District shall include the negligent or wrongful acts of WITA' and the District's employees, representatives, agents, invitees and licensees.

39. This Lease constitutes the entire agreement and understanding between the parties with respect to the transactions contemplated by them and supersedes all prior discussions, agreements, representations, warranties and undertakings, written or oral, of any and every nature with respect thereto.

40. Any notice given pursuant to this Lease shall be in writing, and shall be sent by personal delivery, by certified mail, return receipt requested, or by Federal Express or other recognized overnight courier, at the parties' addresses above-stated, and shall indicate: "Attention: Business Office."

BROKER

41. WITA states, with respect to the terms, conditions and provisions of this Lease as set forth herein, that no real estate broker, agent or finder other than Winkler Real Estate brought about the terms and conditions of this Lease and that no third-party has any rightful claim to a finder's fee, commission or other payment as a result of this Lease. The District agrees to pay Winkler Real Estate a commission due for its services pursuant to a separate written agreement.

HEADINGS

42. The descriptive headings of the sections of this Lease are for convenience only and do not constitute a part of the Lease.

GOVERNING LAW

43. The Lease shall be governed in all respects by the laws of the State of New York applicable to leases made and to be performed wholly therein.

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

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

BOARD OF EDUCATION WEST ISLIP
UNION FREE SCHOOL DISTRICT



Anthony Fussie, President

5/9/2024
Date

WEST ISLIP TEACHERS
ASSOCIATION



Joseph Dixon, President

5/9/24
Date

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

Multi-Year Service Agreement

District: West Islip Union Free School District

Project Number and Name: WI-FWAN-050124-2024-2029 Fiber WAN Project

Co-Ser Number and Name: 601-R003 Administrative LAN/WAN Support

Term: 5 Years
Effective Date: 07/01/2024 End Date: 06/30/2029

Type of Project: Financed Project Non Financed Project

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

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

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

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

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

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

3. BOCES' Responsibilities

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

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

4. District Responsibilities

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

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

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

5. Cost

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

6. Required Approvals

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

7. Ownership of Items

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

8. Inventory Requirement

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

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

9. Rules and Regulations

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

10. Assignment

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

11. Titles

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

12. Laws

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

13. Indemnification

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

14. Notice

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

District:

West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795
Attn: Dr. Patrick Kiley-Rendon

BOCES:

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

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

15. Miscellaneous

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

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

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

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

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

District: West Islip Union Free School District

By: _____ Date _____ By: _____ Date _____
Superintendent Board of Education President

BOCES

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

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

EXHIBIT A

Project #WI-FWAN-050124-2024-2029 Fiber WAN Project

District West Islip Union Free School District

Project Proposal West Islip UFSD, a participant in the LAN/WAN service, has requested the renewal of the original Fiber WAN connection from 17 Beach Street, 1st Floor, West Islip. Term of project is July 1, 2024 to June 30, 2029.

CoSer: 601-R003

Contacts	District	West Islip Union Free School District	BOCES	
	Name	Dr. Patrick Kiley-Rendon	Name	Jim Tietjen
	Number	631-930-1580	Number	631-244-4253
	email	p.kileyrendon@wi.k12.ny.us	email	jtietjen@esboces.org

Item	Price	Quantity	Total Cost
PS68694 - Crown Castle Fiber, LLC			
Recurring monthly costs for FWAN private line fiber network and maintenance for 5 circuits	\$4,205.00	60	\$252,300.00

Project Total \$252,300.00

Cost Summary

Item	Total Cost
Total Recurring Costs	\$252,300.00
BOCES Project Management Fees	\$37,845.00

Project Total \$290,145.00

Authorizations

Superintendent
West Islip Union Free School District

DATE

Manager of Technical Services
Eastern Suffolk BOCES

DATE

RIC Director
Eastern Suffolk BOCES

DATE

Director of Administrative Services
Eastern Suffolk BOCES

DATE

Estimated Payment Schedule

5 Year Term
 District: West Islip Union Free School District Project: #WI-FWAN-050124-2024-2029 Fiber WAN Project

Description	TOTAL	Year 1 2024-2025	Year 2 2025-2026	Year 3 2026-2027	Year 4 2027-2028	Year 5 2028-2029
Project Costs:						
Number of Years	5					
Recurring monthly costs for FWAN private line fiber network and maintenance for 5 circuits		\$50,460.00	\$50,460.00	\$50,460.00	\$50,460.00	\$50,460.00
Total Recurring Project Costs over 5 years		\$50,460.00	\$50,460.00	\$50,460.00	\$50,460.00	\$50,460.00

BOCES Project Coordination Fee	\$7,569.00	\$7,569.00	\$7,569.00	\$7,569.00	\$7,569.00	\$7,569.00
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Estimated Total Project Cost per Year	\$58,029.00	\$58,029.00	\$58,029.00	\$58,029.00	\$58,029.00	\$58,029.00
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COST SUMMARY

Total Recurring Project Costs over 5 years	\$252,300.00
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BOCES Project Coordination Fee	\$37,845.00
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Total Project Costs	\$290,145.00
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Service Agreement Inventory List

Item Number	Item Description	Quantity	Serial Number	School District Tag Number	Building/Room Location

Not applicable to this project

Service Agreement Item Removal Procedure

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

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

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



Insurance Coverage Options

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

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

PLEASE SELECT EITHER OPTION 1 OR OPTION 2

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

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

Not applicable to this project

Approved by:

School Superintendent Date

Board of Education President Date

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

Date _____ Center _____ Building _____ Room _____

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

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

Asset Number	Description

When was loss discovered? _____ By whom? _____

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

Central Complaint Number _____ Name of Investigating Officer _____

Additional Information _____

Signature of Employee

Signature of Building Administrator

Signature of Supervising Director

Not applicable to this project

Hard Drive Erasure Confirmation Form

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

Confirmation

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

District: _____

Project: _____

Printer/Copier Equipment Serial #s: _____

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

Vendor _____ Name Title

Signature _____ Date

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

District _____ Name Title

Signature _____ Date

Not applicable to this project

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

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

WHEREAS, the cost of the **Project #WI-FWAN-050124-2024-2029** is **\$290,145.00** to be paid in equal installments over a **5-year period**.

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

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

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

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

West Islip Union Free School District

Date: _____

By: _____
District Clerk

EXHIBIT I

Service Agreement
Annual Verification of Item Inventory Form

Instructions:

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

Verification:

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

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

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

District _____ Phone # _____

Address _____

Contact Person _____ Email _____

Superintendent

Not applicable to this project