

A G E N D A

**WEST ISLIP UNION FREE SCHOOL DISTRICT
2025-2026 BUDGET VOTE and TRUSTEE ELECTION**

**Tuesday, May 20, 2025
7:00 a.m. to 9:00 p.m.
WEST ISLIP HIGH SCHOOL**



**May 8, 2025
7:30 p.m.**

**Beach Street Middle School
17 Beach Street**

**Submitted by:
Dr. Paul Romanelli
*Superintendent of Schools***

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
May 8, 2025

Beach Street Middle School

West Islip, New York

- I. CALL TO ORDER**
 - II. QUORUM COUNT**
 - III. ANNOUNCEMENTS**
 - A) Student Representative Report
 - IV. STUDENT RECOGNITION**
 - A) Student Board Members ~ Noah Butler and Veronica Ramos (alternate)
 - V. DISCUSSION**
 - 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. APPROVAL OF MINUTES:**

A motion is needed to approve the minutes of the April 23, 2025 Regular Meeting.
 - VIII. PERSONNEL**
 - IX. CURRICULUM UPDATE**
 - X. REPORT OF BOARD COMMITTEES**
 - A) Buildings and Grounds Committee {5/6/2025}
 - B) Education Committee {5/6/2025}
 - C) Finance Committee {5/6/2025}
 - D) Special Education Committee {5/7/2025}
 - E) Policy Committee

1. Second Reading	No. 6121	Sexual Harassment
2. Second Reading	No. 6121.1	Sexual Harassment of Employees
3. Second Reading	No. 6121.1-R	Sexual Harassment of Employees Regulation
4. Second Reading	No. 6121.1-E	Sexual Harassment of Employees Exhibit
5. Second Reading	No. 7551	Sexual Harassment of Students
6. Second Reading	No. 7551.1-R	Sexual Harassment of Students Regulation
7. Second Reading	No. 7551.1-E	Sexual Harassment of Students Exhibit
- XI BUSINESS ITEMS**
 - A) Approval of Budget Transfers ~ General Fund (#4501-4503, 4505-4507, 4509-4517) and Capital Fund (#4500, 4508)
 - B) Approval of Contracts
 - 1. Amityville UFSD Health and Welfare Services 2024-2025
 - 2. South Huntington UFSD Health and Welfare Services 2024-2025
 - C) Approval of Surplus
 - 1. Miscellaneous Books ~ Udall Road Middle School ELA Collection
 - 2. Miscellaneous Books ~ Beach Street Middle School ELA Collection
 - 3. Miscellaneous Books ~ Bayview Elementary Library
 - 4. Miscellaneous Books ~ Beach Street Middle School Library
 - 5. Miscellaneous I.T. Equipment ~ District-wide

D. Approval of Bids 2025-2026

- | | | |
|----------|----------------------------------|--|
| 1. #2501 | Refrigeration Repair and Service | Traditional Air Conditioning Systems & Service |
| 2. #2502 | Gates and Chain Link Fencing | All Island Fence & Railings |
| 3. #2503 | Printing | Tobay Printing Company, Inc. |
| 4. #2504 | Athletic Uniforms | Sportsman's and BSN Sports |
| 5. #2505 | Buildings & Grounds Uniforms | Woods Mens and Boys Clothing |
| 6. #2506 | Metrology Grade 3D Scanner | Cimquest, Inc. |

XII. **PRESIDENT'S REPORT**

- A) Approval of BOCES Multi-Year Service Agreement – Xerox Networked Copiers (Project #WI-49-031325-2025-2029 ~ 48 months)
- B) 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.
- C) Approval of Memorandum of Agreement re: Local 237 Operations – Summer hours

XIII. **SUPERINTENDENT'S REPORT**

XIV. **NOTICES/REMINDERS**

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

- XVI. **INVITATION TO PUBLIC** – *The public, at this time, is invited to bring before the Board any questions/ concerns. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted by the time the first speaker is called to the podium. Each person or representative of a group will be limited to three minutes.*

- XVII. **EXECUTIVE SESSION** – *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session to consider any items for which a vote is required.*

- XVIII **CLOSING** - Adjournment

REGULAR MEETING OF THE BOARD OF EDUCATION
April 23, 2025 – Beach Street Middle School

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

ABSENT: Mrs. Brown, Mr. Bedell

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

ABSENT: None

ATTORNEY: Mr. Volz

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

ANNOUNCEMENTS

Mr. Tussie shared, with deep sadness and a heavy heart, the news of the passing of Catherine Schupak, a cherished member of our school community. Catherine was a dedicated Special Education Teaching Assistant at Udall Road Middle School who made a lasting impact on many children. She served our students, staff, and families with kindness, compassion, and dedication. A moment of silence was observed in honor of Catherine Schupak.

Mr. Tussie reiterated what was discussed earlier this evening at the PTA Council meeting regarding a social media post about the possibility of 5th grade moving to the middle schools. He stated that the district has received over 100 emails and letters from concerned parents. As indicated in the district's response, there are no immediate plans to make a decision like this. Student enrollment was discussed at the December 12th Board of Education meeting, where it was noted that spacing at the elementary buildings is a real concern. This is why the Pre-K program is being moved to the South Shore Children's Center at Westbrook which is a significant step toward addressing current space needs. As a result, the district is in good shape for the upcoming school year.

Mr. Tussie shared that an enrollment study is planned for next year, which has already been built into the budget. Once the results of the study are received, the district will be able to collectively discuss possible plans and their implications. Dr. Romanelli has said that increased enrollment in the schools is a positive development. Mr. Tussie also noted that ongoing discussions about how to best utilize existing structures to meet the needs of students are a normal and necessary part of district operations. The focus is always on looking ahead to ensure continued success.

Mr. Tussie assured families that no changes regarding the 5th grade are planned for the upcoming school year. He also emphasized that if such a change were ever to occur, families would be notified well in advance, most likely during their child's third-grade year.

Mr. Tussie stated that over the past four years in his role as school board president, both the board and the administrative team have remained committed to keeping the public informed at every step from budget planning and policy updates, to board meeting discussions. He emphasized that all decisions are made openly, with clarity, accountability, and integrity. Meetings are open to the public, and relevant documents are readily accessible. Board members are always prepared to listen to the community. Mr. Tussie encouraged anyone with questions to continue reaching out through phone calls, letters, or emails, assuring that a response will be provided as promptly as possible.

Foundational Literacy:

Dr. Romanelli expressed great pride in the fact that Foundational Literacy has become a real area of strength in the district. It has been a real focus over that past few years, and the work has strengthened our program. Every day, hard work is dedicated to ensuring that no students fall through the cracks in terms of reading and literacy. Dr. Romanelli showed a video narrated by Mrs. Morrison, who has been instrumental in this work.

Dr. Romanelli gave a heartfelt thank you to Mrs. Musso, Director of Foundational Literacy, Mrs. Morrison, and all the teachers in the district who are working hard on this program. He emphasized that the district is fully dedicated to ensuring that every student in West Islip learns to read and achieves success throughout the program.

Student Representative Report:

The student representatives were unable to attend this evening's meeting. Mr. Tussie stated he is very appreciative for all the work that the students do.

STUDENT RECOGNITION

Athletics:

Girls Varsity Basketball All County ~ Courtney Xippolitos

Girls Varsity Basketball All County Academic ~ Courtney Xippolitos, Makenna Gagliardi

Varsity Wrestling All County ~ James Rogler

Girls Varsity Winter Track All County ~ Adilia Trim

Boys Varsity Winter Track All County ~ Gavin DeVito

Boys Varsity Swimming & Diving All County ~ William DeWitt, Colin Stueber, Braden Felix,
Brady Tyler, Brendan O'Regan

Varsity Cheerleading All County ~ Gianna Guadagnino, Riley Bedell

DISCUSSION

Proposed Regular Meeting, Planning Session and Committee Meeting dates ~ 2025-2026 School Year.

APPROVAL OF MINUTES

Motion was made by Richard Antoniello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve the minutes of the March 25, 2025 Planning Session.

PERSONNEL

Motion was made by Richard Antoniello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve consent agenda A-1, T-2, T-3, CL-1, CL-2, CL-3, CL-4, CL-5, CL-6 and Other as listed:

ADMINISTRATIVE

A-1

RESIGNATION

Justin Arini, Director of Counseling
Effective July 1, 2025
(High School)

TEACHERS

T-2

CHILD-REARING LEAVE OF ABSENCE (unpaid)

Kathleen Albretsen, Guidance
Effective August 27, 2025 through June 30, 2026
(Beach Street)

TEACHERS, continued

T-3

RESIGNATION

Elizabeth Daddi, World Languages
Effective July 1, 2025
(High School)

Abolishment of Positions

***Be it resolved,** that upon the recommendation of the Superintendent of Schools, effective June 30, 2025, professional positions in the West Islip Public School District be abolished in the English area (2 full-time positions), Library Sciences area (3 full-time positions), Physical Education (2 full-time positions) and Social Studies (2 full-time positions) of classification; and*

***Be it further resolved,** that, in accordance with Education Law §3013, the following employees are hereby excessed effective June 30, 2025 from their respective positions and placed upon a preferred eligible list of candidates for appointment to a vacancy that then exists or that may thereafter occur in an office or position similar to the one from which such employee has been excessed:*

Danielle Blaise, Library Sciences
John Denninger, Physical Education
Kristen Doherty, Physical Education
Beth Fiorini, Social Studies
Daniel Gschwind, Social Studies

Patricia Hinchman, Library Sciences
Jaclyn Jacobs, English
Denise Lamattina, Library Sciences
Danielle Rufrano, English

TEACHING ASSISTANTS

TA-1

RESIGNATION

Kate Trizzino, Teaching Assistant
Effective May 2, 2025
(Oquenock)

Liam McGarvey, Teaching Assistant
Effective June 28, 2025
(Paul J Bellew)

CIVIL SERVICE

CL-1

RESIGNATION

Michelle Colletti, Cafeteria Aide
Effective April 8, 2025
(Oquenock)

Katherine Keller, Network & Systems Technician
Effective April 26, 2025
(High School)

Vivian Naja, School Nurse
Effective June 30, 2025
(Districtwide)

CL-2

TERMINATION

Sandy Olsen, Paraprofessional
Effective April 10, 2025
(Manetuck)

CL-3

SUBSTITUTE ASSISTANT COOK (\$19.61/hr.)

Laura Doyle, effective April 24, 2025

CL-4

SUBSTITUTE CUSTODIAL WORKER I (\$16.50/hr.)

Diane Mahoney-Paredes, effective April 24, 2025

CL-5

SUBSTITUTE FOOD SERVICE WORKER (\$16.50/hr.)

Theresa Jahn, effective April 24, 2025

CL-6

SUBSTITUTE SENIOR COOK (\$25.15/hr.)

Jessica Rega, effective April 24, 2025

OTHER

ADULT EDUCATION SPRING 2025

Graham Corbett (Lifeguard) \$25/hr.

CLUBS/ADVISORS 2024-2025

MANETUCK ELEMENTARY SCHOOL

Manetuck Gardening Club, Kristen Foster and Melissa Torres-Gallegos (shared)

PREFERRED SUBSTITUTE TERMINATION

Kaya Konopa, effective June 30, 2025
Kaylee Martin, effective June 30, 2025
Scott Mattera, effective June 30, 2025
Samantha Murray, effective June 30, 2025
Jake Rossi, effective June 30, 2025

REGENTS REVIEW 2024-2025

Italian
Jaquelyn Vaysman

SUBSTITUTE TEACHER (\$130/\$150 per diem)

Kathleen Sapanski, effective April 24, 2025
Robert Staudigel, effective April 9, 2025

OTHER, continued

FALL 2025 HIGH SCHOOL COACHES

FOOTBALL

Steve Mileti, Varsity Head Coach
Michael Bellacosa, Assistant Varsity Coach
Joseph LaCova, Assistant Varsity Coach
Stephen Fasciani, J.V./Varsity Volunteer Coach
John T. Denninger, Head J.V. Coach
Scott Mattera, Assistant J.V. Coach
Matthew Colhoun, Volunteer J.V. Coach

GIRLS SOCCER

Edward Jablonski, Head Varsity Coach
Ioannis Giannikakas, Volunteer/Assistant Varsity Coach
Lindsay Valentino, J.V. Coach

BOYS SOCCER

Dennis Mazzalonga, Head Varsity Coach
Alex Giordano, Assistant Varsity Coach
Nick Pfeiffer, J.V. Coach

GIRLS SWIMMING

Tanya Carbone, Varsity Coach
Daniel Gschwind, Assistant Varsity Coach

GIRLS GYMNASTICS

MaryAnn McGrade, Varsity Coach
Caitlyn Leibman, Assistant Varsity Coach

GIRLS TENNIS

George Botsch, Varsity Coach
Norm Wingert, J.V. Coach
Amie Crisera, Varsity Volunteer Coach

FIELD HOCKEY

Josephine Hassett, Varsity Coach
Riley Wallace, J.V. Coach

CROSS COUNTRY

Kevin Murphy, Boys Varsity Coach
Michelle Studley-Broderick, Girls Varsity Coach

BOYS VOLLEYBALL

John Schrank, Varsity Coach
Matthew Sullivan, Assistant Varsity Coach
Frank Franzone, J.V. Coach

GIRLS VOLLEYBALL

Jim Klimkoski, Varsity Coach
Tara Annunziata, Assistant Varsity Coach
Kaitlin Palmieri, J.V. Coach

OTHER, continued

FALL 2025 HIGH SCHOOL COACHES, continued

GOLF

Frank Rapczyk, Varsity Coach

KICKLINE

Emma Ihle, Varsity Coach

CHEERLEADING

Lauren Brady, Varsity Coach

Olivia Gmelch, Assistant Varsity Coach

Marissa McCandless, J.V. Coach

Sophia Clark, Assistant J.V. Coach

Dina Barone, J.V./Varsity Volunteer Coach

FALL 2025 MIDDLE SCHOOL COACHES

FOOTBALL

Seamus Burns, Head 7-8 Udall Coach

Vincent Grabinsky, Assistant 7-8 Udall Coach

Vincent Luvera, Head 7-8 Beach Coach

Charles (Kevin) Osburn, Assistant 7-8 Beach Coach

GIRLS SOCCER

Alessia Tocco, 7-8 Udall Coach

Colleen Reilly, 7-8 Beach Coach

BOYS SOCCER

Antonino Ruopoli, 7-8 Udall Co-Coach

Christian Hannan, 7-8 Udall Co-Coach

Kelly Minicozzi, 7-8 Beach Coach

Emily Gillen, Volunteer Beach Coach

CROSS COUNTRY

Vincent Melia, Beach/Udall Boys & Girls Coach

FIELD HOCKEY

JoAnn Orehosky, 7-8 Udall Coach

Megan Rooney, 7-8 Beach Coach

GIRLS TENNIS

Brian Cameron, 7-8 Udall/Beach Coach

CHEERLEADING

Nickole Aponte, 7-8 Udall Coach

Kaylee Martin, 7-8 Beach Coach

Motion was made by Richard Antoniello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve consent agenda T-1:

TEACHERS

T-1

LEAVE OF ABSENCE (unpaid)

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

Danielle Carihfield, Art
Effective May 5, 2025 through June 13, 2025
(Paul J Bellew and Manetuck)

CURRICULUM REPORT

Mrs. Morrison stated that Udall Road Middle School recently held its annual International Festival. This yearly event celebrates diverse cultures represented throughout our school community. The students had the opportunity to travel around the world through an international scavenger hunt, exploring tables filled with artifacts, displays and information about various countries, all of which reflect the rich cultural backgrounds of our own students. One highlight of the event was the parade of nations featuring incredible student-made floats that showcased different countries in creative and meaningful ways.

Prior to the April break, the students at Udall Road Middle School welcomed the Mobile Museum of Tolerance as part of the 8th grade English curriculum. This immersive experience brings history to life, educating students about the story of Anne Frank and the importance of tolerance, empathy, and standing up against injustice. Throughout this interactive exhibit and thought-provoking discussions, students had a unique opportunity to connect past lessons to present day issues, fostering a deeper understanding of the world around them.

Mrs. Morrison congratulated the students and their teachers who participated in the Long Island Business Teachers Association annual contest, which was held at West Islip High School. Cindy Lin earned first place, Vincent Maffetone placed fourth, and Nicholas Olsen placed fifth. This year's contest had 232 students from 17 school districts registered, and West Islip proudly had three students place in the top five.

Math week was celebrated throughout the district the week of April 7th where students engaged in math puzzles, utilized math to create designs, applied math to their favorite sporting events, and learned a special property about their favorite numbers. Celebrate Education is a yearly event that takes place in May to showcase the amazing learning experiences and opportunities taking place throughout our classrooms. This year Celebrate Education will take place on May 20th. Students will be present at the event to give various demonstrations. Information regarding times and locations will be sent out over the coming days.

Mrs. Morrison congratulated all of our student musicians and their band teachers who took part in the district's annual Jazz Night. The event showcased an outstanding array of jazz styles, including terrific improvisation solos by many of our talented students.

Mrs. Morrison shared that EMS Week is celebrated each year to recognize and honor the incredible dedication, skill, and compassion of our emergency medical services professionals. This year, EMS Week will take place from May 18th to May 24th. From paramedics and EMTs to dispatchers and support staff, these heroes respond to and support our community during our most critical moments. Mrs. Morrison took the opportunity to thank all of the EMS workers in our community. In recognition of their important work, elementary students have been learning about the role of EMS workers and have written thank-you notes. Mrs. Morrison will present these notes to Mr. Bedell, who, as an EMT himself, will enjoy them and share them with our friends at the West Islip Fire Department and other local agencies that support our emergency services.

REPORT OF COMMITTEES

Buildings & Grounds Committee: Peter McCann reported on the meeting that was held on 3/25/2025. Items reviewed included high school fire alarm project is still underway and should be completed quickly; district office security vestibule has been completed on time and on budget; Beach Street and the High School kitchen renovations; and Beach Street and Paul J. Bellew fire alarm bids; various HVAC projects. Two AED devices have been permanently installed, one outside between the restrooms at Paul J. Bellew near the athletic fields and the other located by the Barberry field. These devices, stored in heated cases, are under camera surveillance to ensure they can be utilized year round. The little league fields at Oquenock were cleaned up with the compliments of the West Islip Little League; large dry erase boards were installed in all the Paul J. Bellew kindergarten classrooms; Manetuck will be having 12 electronically operated windows installed in the gymnasium for ventilation and to eliminate crank system failures; extermination at the high school was completed with great results.

Safety Committee: Peter McCann reported on the meeting that was held on 4/8/2025. Items reviewed included extra security that has been added for after hours; camera system repairs; 5th grade ID cards will be printed and ready for students on day one; capital project will be on the budget vote for the community to vote on regarding the keyless lock project at the High School; the Town of Islip will be installing a rectangular rapid flashing beacon at Paul J. Bellew walkway.

Health & Wellness Committee: Grace Kelly reported on the meeting that was held on 4/8/2025. Items reviewed included the success of the 5th & 6th grade volleyball tournament; two \$500 scholarships will be awarded at the West Islip High School Scholarship Awards night on 6/12/2025; mental health sub-committee preparing materials for the May Mental Health Awareness Week; 2nd annual glow run will take place on 11/5/2025 at 6:30 p.m. with information to follow; middle school wellness days including the strategies and notifications to minimize germ transmission.

Education Committee: Richard Antonicello reported on the meeting that was held on 4/10/2025. Items reviewed included elementary literacy program; three pilot programs aligning with science and reading. A final decision regarding which program will be used for the upcoming year will be made next month; grades 4 & 5 work study professional development; middle school course modifications; New York State diploma exemption assessment.

Finance Committee: Grace Kelly reported on the meeting that was held on 4/10/2025. Items reviewed included treasurer's report; February's school district funds, payroll summary and financial statements; extra-curricular funds for January & February; March's internal claims audit report and system manager audit trail; payroll certification for 3/5/25, 3/20/25; review of warrants; approval of budget transfers; approval of resolutions; approval of donations; approval of contracts; approval of lease agreements; approval of base bid.

Policy Committee: James Cameron reported on the meeting that was held on 4/10/2025. Items reviewed included revisions for first readings of sexual harassment policies 6121 Sexual Harassment, 6121.1 Sexual Harassment of Employees, 6121.1-R Sexual Harassment of Employees Regulation, 6121.1-E Sexual Harassment of Employees Exhibit, 7551 Sexual Harassment of Students, 7551.1-R Sexual Harassment of Students Regulation, 7551.1-E Sexual Harassment of Students Exhibit, Remove 3231 Complaints and Grievances by Employees, Remove 3232 Complaints and Grievances by Students. Mr. Cameron stated that recent changes to sexual harassment policies in New York State schools have been driven by several key reasons, reflecting a broader effort to improve safety, accountability, and support for students and staff. Some of the main reasons include aligning with state and federal laws, increasing awareness and transparency, promoting a culture of respect and safety. This also provides the opportunity to identify efficiencies within our policy manual, as demonstrated by the recent updates to Policies 3231 and 3232 Complaints and Grievance by Employees and Students respectively.

Additional items reviewed included Instruction (Series - 4000) (Section 8000 in our current manual) finalized crosswalk from old manual to new recommendations; remaining sections of our new policy manual to be reviewed by the Board of Education and NYSSBA, and finally by legal counsel prior to first reading; student policies (series--5000); fiscal management (series--6000); personnel policies (series--9000). Tentative Future

Policy Committee Meeting Dates for the 2025-2026 school year are 10/21/25, 11/18/25, 12/9/25, 1/20/26, 2/24/26, and 6/16/26.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve the third reading of Policy 1140 Ex-Officio Student Member of the Board and Policy 5684 Extreme Heat Condition days.

Special Education Committee: Christina Marks reported on the meeting that was held on 4/22/25. Items discussed Items reviewed included IEP, CSE and CPSE recommendations from respective committees and will be approved at this evening's meeting. Ms. Dowling discussed the success of the recent sensory walk at Paul J. Bellw, which was held in celebration of Autism Awareness Month; 2025 Unified Basketball season; planning of districtwide activities to celebrate May's Mental Health Awareness.

Mrs. D'Amico, SEPTA President joined for the non-confidential portion of the meeting. Items discussed included the \$5000 grant that SEPTA was awarded which will be used to create a mural painting at the high school. SEPTA will be doing a test run of the May meeting via zoom.

FINANCIAL MATTERS

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve 2024-2025 General Fund budget transfers # 4483-4485, 4488-4494, 4496-4497, 4499 and Capital Fund #4487, 4495-4498.

Motion was made Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve Contract: Commack UFSD Health and Welfare Services 2024-2025.

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

1. The Bridges Academy Lease Agreement – Third Amendment – 2025-2026
2. WITA Lease agreement 6/1/2025 - 5/31/2026.

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

1. Donation from Ray Pawloski ~ 2014 Hexagon 4.5.4 SF Coordinate Measurement Machine ~ approximate used value \$24,900.00 to the West Islip High School Engineering Technology Department.
2. Donation from West Islip Soccer Club ~ \$5,100.00 to the West Islip High School ~ AED Devices, Cabinets and Installation.

DONATIONS

WHEREAS, the West Islip Union Free School District is in receipt of a 2014 Hexagon Coordinate Measurement Machine valued at approximately \$24,900 from Ray Pawloski, which has been donated to the Engineering Technology students of West Islip High School.

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$5,100 from West Islip Soccer Club, to cover the cost of two AED devices and the installation of AED cabinets at the West Islip High School turf and the Barberry turf to serve both soccer club athletes and student athletes of West Islip Union Free School District.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve resolution: increase 2024-2025 budget related to the West Islip Soccer Club donation of \$5,100.

RESOLUTION: INCREASE 2024-2025 BUDGET

BE IT RESOLVED, that the Board of Education hereby authorize the appropriation budget for the 2024-2025 school year to be increased to \$138,769,157.00, an increase of the \$5,100 donation from the West Islip Soccer Club for the West Islip Union Free School District.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve bid: Base Bid EC-3 Roland's Electric, Inc. \$863,875.00 Electric Construction - Beach Street Middle School and Paul J. Bellevue Elementary School.

PRESIDENT'S REPORT

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve resolution: ESBOCES 2025-2026 Administrative Budget and Trustee Election.

Motion was made by Richard Antonello, seconded by Debbie Brown, and carried when all Board members present voted in favor to approve resolution: Adoption of the 2025-2026 School District Budget of \$141,439,000 and the 2025-2026 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 2025-2026 School Year; now therefore, be it

RESOLVED, that the Proposed Budget for the 2025-2026 School Year be adopted for a total of \$141,439,000; and be it further

RESOLVED, that the 2025-2026 Property Tax Report Card is approved to be transmitted to the New York State Department of Education as so required .

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve personnel for May 20, 2025 School Budget Vote and Election.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve resolution: re: RIC One Risk Operations Center ("ROC") Article 5 General Municipal Law Intermunicipal Arrangement (Education Law 2-d) 2024-2025 for Data Privacy Agreements and Related Exhibits.

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve 2024-2025 Chief School Physicians, revised.

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

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve Stipulation of Settlement and Release Student A.

SUPERINTENDENT'S REPORT

Dr. Romanelli was pleased to announce that West Islip High School science teacher, Mr. Brian Haldenwang, has been named the 2025 Suffolk Section Teacher of the Year by the Science Teachers Association of New York State. The district is extremely proud of all the work Mr. Haldenwang does and looks forward to celebrating him in the coming weeks.

Earlier today, Dr. Romanelli attended the first-ever *Seniors vs. Seniors* event at Our Lady of Consolation, along with Mr. Moglia, Mr. Jablonski, and several high school students. He shared that it was a wonderful event and that it was heartwarming to see the students interact with the senior residents.

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

Diane Petito ~ Ms. Petito spoke about the enrollment numbers regarding Pre-K, 4th, 5th and 8th grade. Ms. Petito also asked about lease agreements for our buildings and spoke about her focus for the possibility of creating a whole building into a Pre-K school.

Mr. Tussie recommended advocating to our local and state legislators for additional funding. He also noted that establishing a Pre-K school is not financially realistic or feasible at this time.

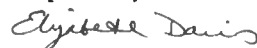
Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to adjourn to Executive Session at 8:27 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:07 p.m. on motion by Grace Kelly, seconded by Peter McCann, and carried when all Board members present voted in favor.

Motion was made by Peter McCann, seconded by Grace Kelly, and carried when all Board members present voted in favor to adjourn to Super-Executive Session at 9:07 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting adjourned at 9:38 p.m. on motion by Peter McCann, seconded by Grace Kelly, and carried when all Board members present voted in favor.

Respectfully submitted,



Elizabeth Davis
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:

TEACHING ASSISTANTS

TA-1

RETIREMENT

Louise Distefano, Teaching Assistant
Effective June 30, 2025
(Oquenock and Manetuck)

CIVIL SERVICE

CL-1

RESIGNATION

Christina Chiarelli, Paraprofessional
Effective April 22, 2025
(Paul J. Bellew)

CL-2

RETIREMENT

Helen Coppola, Part-Time Food Service Worker
Effective May 12, 2025
(32 years)

OTHER

ADULT EDUCATION 2025-2026

Kevin Murphy, Director (\$4,418 per semester)
Michelle Grover, Secretary (\$3,917 per semester)

ALTERNATIVE SCHOOL and HOMEBOUND INSTRUCTION 2025-2026

Daniel Marquardt, Co-Coordinator (\$25,016 per year)
John Mullins, Co-Coordinator (\$25,016 per year)

DEAN 2025-2026

Richard Ippoliti, High School

DRIVER EDUCATION 2025-2026

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

ENRICHMENT 2025-2026

John Ruggiero, Director (\$1,962 per semester)
Lorraine Kolar, Secretary (\$865 per semester)

OTHER, continued

EXTENDED SCHOOL YEAR PROGRAM (ESY) 2025-2026

Jeanne Dowling, Administrator (\$12,045)

MENTOR PROGRAM 2025-2026

Karen McCarthy, Coordinator (\$1,673)

NEW TEACHER PROGRAM COORDINATOR 2025-2026

Donna Flynn, Co-Coordinator (\$2,861 per year)

Lauren Lay, Co-Coordinator (\$2,861 per year)

SUMMER INVESTIGATIONS PROGRAM 2025-2026

Rhonda Pratt, Coordinator (\$5,100)

REGENTS REVIEW 2024-2025

Earth Science

Alexandra Nohowec

PERMANENT SUBSTITUTE TEACHER RESIGNATION

Lynsey Jensen, effective May 1, 2025
(Manetuck)

SUBSTITUTE TEACHING ASSISTANT(\$105 per diem)

Gina Calderone, effective April 28, 2025

FALL 2025 HIGH SCHOOL COACHES

FIELD HOCKEY

Catherine Brudi, Assistant Varsity Coach

SEXUAL HARASSMENT

Sexual harassment is against federal and state law. The Board is committed to maintaining an educational and working environment free from such harassment, and therefore prohibits sexual harassment of students and employees in the District. The District will establish detailed policies and regulations for both students and employees which address definitions, protections, prohibited behavior (including retaliation), prevention activities, training/education, complaint reporting, investigations, and consequences.

Cross-ref: 7551, Sexual Harassment of Students
6121.2, Sexual Harassment of Employees

Ref:

Education Amendments of 1972, Title IX, 20 U.S.C. §1681 *et seq.*; 34 CFR 106 *et seq.*
Title VII of Civil Rights Act (1964), 42 U.S.C. §2000-e; 34 CFR §100 *et seq.*
Education Law §§10-18 (Dignity for All Students Act)
Executive Law §296-d (prohibition of sexual harassment of employees and non-employees)
Labor Law §201-g (required workplace sexual harassment policy and training)
Civil Practice Law and Rules §§5003-b (nondisclosure agreements optional); 7515 (mandatory arbitration prohibited)
General Obligations Law §5-336 (nondisclosure agreements optional)
Davis v. Monroe County Board of Education, 526 U.S. 629, 652 (1999)
Gebser v. Lago Vista Independent School District, 524 U.S. 274 (1998)
Faragher v. City of Boca Raton, 524 U.S. 775 (1998)
Burlington Industries v. Ellerth, 524 U.S. 742 (1998)
Oncale v. Sundowner Offshore Services, Inc., 523 U.S. 75 (1998)
Franklin v. Gwinnett County Public Schools, 503 U.S. 60 (1992)
Meritor Savings Bank, FSB v. Vinson, 477 U.S. 57 (1986)
Cannon v. University of Chicago, 441 U.S. 677 (1979)
Office for Civil Rights *Revised Sexual Harassment Guidance (January 19, 2001)*
Office for Civil Rights, *Dear Colleague Letter: Sexual Harassment Issues (2006)*
Office for Civil Rights, *Dear Colleague Letter: Bullying (October 26, 2010)*

Adoption date:

SEXUAL HARASSMENT OF EMPLOYEES

The Board of Education recognizes that harassment of employees (including all staff, applicants for employment, both paid and unpaid interns, exempt and non-exempt status, part-time, seasonal, and temporary workers, regardless of immigration status) and certain “non-employees” (which includes contractors, subcontractors, vendors, consultant and other persons providing services pursuant to a contract, or their employees) on the basis of sex, sexual orientation, and/or gender identity and expression is abusive and illegal behavior that harms targets and negatively impacts the school culture by creating an environment of fear, distrust, intimidation and intolerance. The Board further recognizes that preventing and remedying such harassment in the workplace is essential to ensure a healthy, nondiscriminatory environment in which employees and “non-employees” can work productively.

The Board of Education is committed to providing an educational and working environment that promotes respect, dignity and equality and that is free from all forms of sexual harassment. To this end, the Board condemns and strictly prohibits all forms of sexual harassment on school grounds, school buses and at all school-sponsored activities, programs and events, including those that take place at locations outside the district, or outside the work setting if the harassment impacts the individual’s employment in a way that violates their legal rights, including when employees and “non-employees” travel on district business, or when harassment is done by electronic means (including on social media). For employees, sexual harassment is considered a form of employee misconduct. Sanctions will be enforced against all those who engage in sexual harassment or retaliation, and against supervisory and managerial personnel who knowingly allow such behavior to continue.

Sexual Harassment Prevention Team

The School District shall annually appoint the following members to its Sexual Harassment Team:

- Title IX Coordinator: This person shall be responsible for coordinating compliance efforts.
- Investigator/Compliance Officer: This person investigates formal complaints and may also serve as the Title IX Coordinator.
- Decision-Maker: This person makes a determination after the investigation is completed and the entire record has been reviewed.
- Appellate Decision-Maker: This person is authorized to make a determination upon an appeal.

Sexual Harassment Defined

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. For purposes of this policy, sexual harassment includes harassment on the basis of perceived or self-identified sex, sexual orientation, gender identity and expression, and transgender status.

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Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions or privileges of employment. Such harassment need not be severe or pervasive to be unlawful, and can be any harassing conduct that consists of more than petty slights or trivial inconveniences.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex, sexual orientation, gender identity and expression, and transgender status, when:

- a. submission to that conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b. submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
- c. the conduct has the purpose or effect of unreasonably interfering with an employee's or "non-employee's" work or creating an intimidating, hostile or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment;

Sexual harassment can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, or verbal, nonverbal or physical aggression, intimidation or hostility that is based on actual or perceived gender and sexual stereotypes. Examples of sexual harassment can be found in the accompanying regulation (6121.2-R).

Sexual harassment may subject the district to liability for harm done to targets. Harassers may also be individually subject to civil liability if sued in a court of law or criminal liability if prosecuted.

Under various State and Federal laws, students, employees and "non-employees" have legal protections against sexual harassment in the school environment as described above. Those laws are listed in the references section. Additionally, local laws (e.g., county, city, town, village) may apply to the District. The District's Code of Conduct also addresses appropriate behavior in the school environment. Sexual harassment can occur between persons of all ages and genders.

In order for the Board to effectively enforce this policy and to take prompt corrective measures, it is essential that all targets of sexual harassment and persons with knowledge of sexual harassment report the harassment immediately. The District will promptly investigate all complaints of sexual harassment, either formal or informal, verbal or written. To the extent possible, all complaints will be treated in a confidential manner. Limited disclosure may be necessary to complete a thorough investigation. If the complainant reports that they feel unsafe at work due to the nature of the complaint, the District will determine if accommodations need to be made until the issue is resolved.

If, after appropriate investigation, the District finds that a person has violated this policy, prompt corrective action will be taken in accordance with the applicable collective bargaining agreement, contract, District policy and state law. Individual nondisclosure agreements may only be used as permitted by law, described in the accompanying regulation.

All complainants and those who participate in sexual harassment complaints or the investigation of a complaint of sexual harassment have the right to be free from retaliation of any kind, when they do so with a good faith belief that sexual harassment has occurred. Such prohibited retaliation can include, but is not limited to, discipline, discrimination, demotion, denial of

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privileges, or any action that would keep a person from coming forward to make or support a sexual harassment claim. Such actions need not be job-related, or occur in the workplace, to constitute unlawful retaliation.

The Superintendent of Schools is directed to develop and implement regulations for reporting, investigating and remedying allegations of sexual harassment. These regulations are to be attached to this policy. In addition, the Board directs that training programs be established for students, and annually for employees, to raise awareness of the issues surrounding sexual harassment and to implement preventative measures to help reduce incidents of sexual harassment. Age-appropriate instructional materials will be incorporated into the curriculum to educate students so that they can recognize and reduce the incidence of sexual harassment.

This policy, or a simplified version, will be posted in a prominent place in each District facility, on the District's website, and shall also be published in employee handbooks, and other appropriate school publications.

The Policy Committee will be convened annually to review this policy's effectiveness and compliance with applicable state and federal law, and to recommend revisions to Board.

Ref:

Education Amendments of 1972, Title IX, 20 U.S.C. §1681 *et seq.*; 34 CFR 106 *et seq.*

Title VII of Civil Rights Act (1964), 42 U.S.C. §2000-e; 34 CFR §100 *et seq.*

Executive Law §296-d (prohibition of sexual harassment of employees and non-employees)

Labor Law §201-g (required workplace sexual harassment policy and training)

Civil Practice Law and Rules §§5003-b (nondisclosure agreements optional); 7515 (mandatory arbitration prohibited)

General Obligations Law §5-336 (nondisclosure agreements optional)

Faragher v. City of Boca Raton, 524 U.S. 775 (1998)

Burlington Industries v. Ellerth, 524 U.S. 742 (1998)

Oncale v. Sundowner Offshore Services, Inc., 523 U.S. 75 (1998)

Meritor Savings Bank, FSB v. Vinson, 477 U.S. 57 (1986)

Adoption date:

SEXUAL HARASSMENT OF EMPLOYEES REGULATION

This regulation is intended to create and preserve a working environment free from unlawful sexual harassment on the basis of perceived or self-identified sex, sexual orientation, and/or gender identity and expression, in furtherance of the District's commitment to provide a healthy and productive environment for all employees (including all staff, applicants for employment, both paid and unpaid interns, exempt and non-exempt status, part-time, seasonal, and temporary workers, regardless of immigration status) and "non-employees" (i.e., contractors, subcontractors, vendors, consultant and other persons providing services pursuant to a contract, or their employees) that promotes respect, dignity and equality.

Unacceptable Conduct

Conduct that the District considers unacceptable and which may constitute sexual harassment includes, but is not limited to, the following:

1. rape, attempted rape, sexual assault, attempted sexual assault, forcible sexual abuse, hazing, and other sexual and gender-based activity of a criminal nature as defined under the State Penal Law;
2. unwelcome sexual advances or invitations or requests for sexual activity, including but not limited to those in exchange for promotions, preferences, favors, selection for job assignments, etc., or when accompanied by implied or overt threats concerning the target's work evaluations, other benefits or detriments;
3. unwelcome or offensive public sexual display of affection, including kissing, hugging, making out, groping, fondling, petting, inappropriate touching of one's self or others (e.g., pinching, patting, grabbing, poking), sexually suggestive dancing, and massages;
4. any unwelcome communication that is sexually suggestive, sexually degrading or derogatory or implies sexual motives or intentions, such as sexual remarks or innuendoes about an individual's clothing, appearance or activities; sexual jokes; sexual gestures; public conversations about sexual activities or exploits; sexual rumors and "ratings lists;" howling, catcalls, and whistles; sexually graphic computer files, messages or games, etc.;
5. unwelcome and offensive name calling or profanity that is sexually suggestive or explicit, sexually degrading or derogatory, implies sexual intentions, or that is based on sexual stereotypes or sexual orientation, gender identity or expression;
6. unwelcome physical contact or closeness that is sexually suggestive, sexually degrading or derogatory, or sexually intimidating such as the unwelcome touching of another's body parts, cornering or blocking an individual, standing too close, spanking, pinching, following, stalking, frontal body hugs, etc.;
7. unwelcome and sexually offensive physical pranks or touching of an individual's clothing, such as hazing and initiation, "streaking" (running naked in public), "mooning" (exposing one's buttocks), "snuggies" or "wedgies" (pulling underwear up at the waist so it goes in between the buttocks), bra-snapping, skirt "flip-ups," "pantsing" or "spiking" (pulling down someone's pants or swimming suit); pinching; placing hands inside an individual's pants, shirt, blouse, or dress, etc.;
8. unwelcome leers, stares, gestures, or slang that are sexually suggestive; sexually degrading or derogatory or imply sexual motives or intentions;
9. clothing with sexually obscene or sexually explicit slogans or messages;

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10. unwelcome and offensive skits, assemblies, and productions that are sexually suggestive, sexually degrading or derogatory, or that imply sexual motives or intentions, or that are based on sexual stereotypes;
11. unwelcome written or pictorial display or distribution (including via electronic devices) of pornographic or other sexually explicit materials such as signs, graffiti, calendars, objects, magazines, videos, films, Internet material, etc.;
12. other hostile actions taken against an individual because of that person's perceived or self-identified sex, sexual orientation, gender identity or transgender status, such as interfering with, destroying or damaging a person's work area or equipment; sabotaging that person's work activities; bullying, yelling, or name calling; or otherwise interfering with that person's ability to work or participate in school functions and activities; and
13. any unwelcome behavior based on sexual stereotypes and attitudes that is offensive, degrading, derogatory, intimidating, or demeaning, including, but not limited to:
 - a. disparaging remarks, slurs, jokes about or aggression toward an individual because the person displays mannerisms or a style of dress inconsistent with stereotypical characteristics of the person's sex;
 - b. ostracizing or refusing to participate in group activities with an individual (including, but not limited to, projects or trips) because of the individual's perceived or self-identified sex, sexual orientation, gender identity or expression or transgender status;
 - c. taunting or teasing an individual because they are participating in an activity not typically associated with the individual's sex, sexual orientation or gender.

For purposes of this regulation, action or conduct will be considered "unwelcome" if the employee or "non-employee" did not request or invite it and regarded the conduct as undesirable or offensive.

Sexual harassment may occur on school grounds, school buses and at all school-sponsored activities, programs and events, including those that take place at locations outside the District, or outside the work setting if the harassment impacts the individual's employment in a way that violates their legal rights, including when employees or "non-employees" travel on District business, or when the harassment is done by electronic means (including on social media).

Determining if Prohibited Conduct is Sexual Harassment

Complaints of sexual harassment will be thoroughly investigated to determine whether the totality of the behavior and circumstances meet any of the elements of the above definition of sexual harassment and should therefore be treated as sexual harassment. Not all unacceptable conduct with sexual connotations or based on sex may constitute sexual harassment. Such conduct must rise above what a reasonable victim of discrimination with the same protected characteristics would consider petty slights or trivial inconveniences to be considered sexual harassment. If the behavior doesn't rise to the level of sexual harassment, but is found to be objectionable behavior, the individual will be educated and counseled in order to prevent the behavior from continuing.

In evaluating the totality of the circumstances and making a determination of whether conduct constitutes sexual harassment, the individual investigating the complaint should consider:

1. the degree to which the conduct altered the conditions of the employee's or "non-employee's" working environment;
2. the type, frequency and duration of the conduct;

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3. the identity of and relationship between the alleged harasser and the subject of the harassment (e.g., sexually based conduct by an authority figure is more likely to create a hostile environment than similar conduct by a peer);
4. the number of individuals involved;
5. the age and sex of the alleged harasser and the target of the harassment;
6. the location of the incidents and context in which they occurred;
7. other incidents at the school; and
8. incidents of gender-based, but non-sexual harassment.

Reporting Complaints

Employees and “non-employees” who believe they have been the target of sexual harassment in the workplace are encouraged to report complaints as soon as possible after the incident in order to enable the District to promptly and effectively investigate and resolve the complaint. Any person who witnesses or is aware of sexual harassment of an employee or “non-employee” is also encouraged to report the incident or behavior to the District. Targets are encouraged to submit the complaint in writing; however, complaints may be filed verbally.

Complaints should be filed with the Principal or the Title IX coordinator; however, employees and “non-employees” can report complaints to any supervisor or manager. If the complaint involves or the individual is hesitant to report to an immediate supervisor, Building Principal or Title IX Coordinator and/or compliance officer, the individual should report the conduct to the Superintendent of Schools. If the complaint involves or the individual is hesitant to report to the Superintendent of Schools, the individual should report the behavior to the president of the Board of Education. Contact information for these individuals can be found on the District's website.

Reports of sexual harassment may be made in person, by mail, by telephone or by electronic mail, using the contact information listed for the Title IX coordinator and/or compliance officer, or by any other means that result in the Title IX coordinator and/or compliance officer receiving the person's verbal or written report. A form for submission of a written complaint can be found in Policy 6121.1-E, and all covered individuals are encouraged to use this complaint form. If a covered individual reports sexual harassment on behalf of someone else, he/she should use the written complaint form and note that he/she is submitting the complaint on someone else's behalf. Such report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address listed for the Title IX coordinator or compliance officer.

School employees receiving complaints of sexual harassment from employees and “non-employees” must either direct the complainant to the Building Principal or Title IX coordinator, or may report the incident themselves. Supervisory and managerial personnel are required to report complaints of sexual harassment received by employees and “non-employees” to the Principal or Title IX coordinator, and will be subject to discipline for failing to report suspected or reported sexual harassment, knowingly allowing sexual harassment to continue, or engaging in any retaliation.

In order to assist investigators, targets should document the harassment as soon as it occurs and with as much detail as possible including: the nature of the harassment; dates, times, places it has occurred; name of harasser(s); witnesses to the harassment; and the target's response to the harassment.

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Confidentiality

To the extent possible, the District will not release the details of a complaint or the identity of the complainant or the individual(s) against whom the complaint is filed to any third parties who do not need to know such information. However, because an individual's need for confidentiality must be balanced with the District's legal obligation to provide due process to the accused, to conduct a thorough investigation, or to take necessary action to resolve the complaint, the District retains the right to disclose the identity of parties and witnesses to complaints in appropriate circumstances to individuals with a need to know. The staff member responsible for investigating complaints will discuss confidentiality standards and concerns with all complainants.

If a complainant requests that their name not be revealed to the individual(s) against whom a complaint is filed, the staff member responsible for conducting the investigation will inform the complainant that:

1. the request may limit the District's ability to respond to their complaint;
2. District policy and federal law prohibit retaliation against complainants and witnesses;
3. the District will attempt to prevent any retaliation; and
4. the District will take strong responsive action if retaliation occurs.

If the complainant still requests confidentiality after being given the notice above, the investigator will take all reasonable steps to investigate and respond to the complaint consistent with the request as long as doing so does not preclude the District from responding effectively to the harassment and preventing the harassment of others.

Investigation and Resolution Procedure

District Responsibilities

Throughout the Title IX process the District will, among other things:

- Treat complainants and respondents equitably.
- Perform an objective evaluation of all available evidence.
- Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- Ensure that no information protected by a legal privilege such as the attorney-client privilege may be used for any purpose or be sought through disclosure unless the person holding the privilege has waived such privilege.

Timeframes

The District has established reasonably prompt approximate time frames for the conclusion of the grievance process unless delayed or extended. The time frames for appeals are set forth in the section below on Appeals.

- Written notice of a formal complaint to known parties will be given approximately seven (7) calendar days following receipt of a complaint.
- Investigations of complaints will begin approximately seven (7) calendar days following receipt of a complaint.
- Determinations will be made approximately forty-five (45) calendar days following starting an investigation.

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- Informal resolution will begin approximately ten (10) calendar days following acceptance of both parties in writing, and will conclude in approximately thirty (30) calendar days.

The District has also established a process that allows for a temporary delay or limited extension of timeframes for good cause with notice to the parties that includes the reason for the delay

- Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. Good cause will be considered on a case-by-case basis.
- The Title IX Coordinator will evaluate the request for an extension of timeframes and make a prompt determination to either extend the timeframes, or take or recommend other action to be able to meet the timeframes.
- If an extension is granted, the Title IX Coordinator will notify the parties in writing of the reason(s) for the delay, and the estimated date the stages in the timeframe will be complete.

Grievance Procedure

The following grievance procedure will be followed for the prompt and equitable resolution of complaints under this policy.

Definitions:

For purposes of this grievance process,

- (1) "Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- (2) "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the School District investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the School District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed for the Title IX Coordinator.
- (3) "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- (4) "Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:
 - (a) An employee of the School conditioning the provision of an aid, benefit, or service of the School on an individual's participation in unwelcome sexual conduct;
 - (b) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the School's education program or activity; or
 - (c) "Sexual assault", "dating violence", "domestic violence", or "stalking" as defined in 34 CFR Part 106.2.
- (5) "Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the School District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the School District's educational environment, or deter sexual harassment. Supportive

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measures may include counseling, extensions of deadlines or other course related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The School District will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the School District to provide the supportive measures. The Title IX Coordinator will be responsible for coordinating the effective implementation of supportive measures.

Level One – Formal Complaint Procedure

A formal complaint is a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment under Title IX against an individual and requesting that the District investigate the allegation of sexual harassment under Title IX. The formal complaint must be a written document but need not be in any specific form. At the time a formal complaint is filed, the complainant must be participating or attempting to participate in the District's education program or activity.

The formal complaint investigation and process will only be triggered when the complainant files a formal complaint of sexual harassment under Title IX. The District will investigate the complaint and make determinations regarding a complaint's allegations using a preponderance of evidence standard.

The Title IX Coordinator, investigator, decision-maker or facilitator of an informal resolution process, if applicable, must not have a conflict of interest or bias for or against complainants or respondents. All individuals with conflicts of interest or bias must recuse themselves. The roles of Title IX Coordinator, investigator, and decision-maker will be held by different persons.

Upon receipt of a formal complaint (or later as additional allegations become known), the School District will provide the following written notice to the parties who are known:

- A. Notice to each of the parties of the School District's grievance procedure, including any informal resolution process.
- B. Notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include:
 - a. the identities of the parties involved in the incident, if known,
 - b. the conduct allegedly constituting sexual harassment under Title IX, and the date and location of the alleged incident, if known.
 - c. Information regarding the grievance process and the informal resolution process.
 - d. A statement that retaliation is prohibited.
 - e. Notification that the parties may inspect and review evidence.
 - f. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.
 - g. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence.
 - h. The written notice will also inform the parties of the School District's prohibition from knowingly making false statements or knowingly submitting

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false information during this grievance process.

- i. Notification that after commencing an investigation of a formal complaint, the district may decide to also investigate allegations that were not included in the initial notice to the parties. In that case, the district will provide notice of the additional allegations to the parties.

If, in the course of an investigation, the School District decides to investigate allegations about the complainant or respondent that are not included in the foregoing notice provided, the School District will provide notice of the additional allegations to the parties whose identities are known.

The School District may also consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Investigation:

The Title IX Coordinator/Compliance Officer/Investigator and/or designee will investigate the allegations in a formal complaint in the following manner:

1. Interview the complainant and document the conversation. Provide the complainant with supportive measures as appropriate. Refer the victim, as appropriate, to school social workers, school psychologists, crisis team managers, other school staff, or appropriate outside agencies for counseling services.
2. Review any written documentation of the alleged harassment prepared by the complainant. If the complainant has not prepared written documentation, encourage the victim to do so, providing alternative formats for individuals with disabilities and young children, who have difficulty writing and need accommodation. If the complainant/informant refuses to complete a complaint form or written documentation, the Title IX Compliance Officer/Investigator will complete a complaint form (form attached to this Policy) based on the verbal report.
3. Interview the respondent regarding the complaint. Document the conversation. Provide the respondent with supportive measures as appropriate. Provide the alleged harasser an opportunity to respond to the charges in writing.
4. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses. Interview any witnesses presented by the parties. Where appropriate, obtain a written statement from each witness. Caution each witness to keep the complaint and his/her statement confidential.
5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the School District may establish restrictions regarding the extent to which the advisor may participate in the proceedings. To the extent that such restrictions are established, they shall apply equally to both

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- parties;
6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the School District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the School District will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties shall have ten (10) calendar days to submit a written response, which the Title IX Coordinator/Compliance Officer/Investigator will consider prior to completion of the investigative report; and
 7. Create an investigative report within thirty (30) business days of receipt of a formal complaint that fairly summarizes relevant evidence and, at least ten (10) calendar days prior to a time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

During the formal complaints process, the parties will have an equal opportunity to:

- Present witnesses and to gather and present relevant evidence.
- Have others present during any grievance proceeding, including the representative of their choice who may be, but is not required to be, an attorney.

Inspect and review all evidence obtained as part of the investigation that is directly related to the allegations in the complaint, and respond to the evidence prior to the conclusion of the investigation. Parties must be given at least ten (10) calendar days to submit a written response that the investigator will consider prior to completing the investigative report.

If a complaint received by the Title IX Coordinator/Compliance Officer/Investigator or second designee contains evidence or allegations of serious or extreme harassment, such as employee to student harassment, criminal touching, quid pro quo (e.g., offering an academic or employment reward or punishment as an inducement for sexual favors), or acts which shock the conscience of a reasonable person, the complaint will be referred promptly to the Superintendent of Schools. In addition, where the Title IX Coordinator/Compliance Officer/Investigator or second designee has a reasonable suspicion that the alleged harassment involves criminal activity, he/she should immediately notify the Superintendent of Schools, who will then contact appropriate child protection and law enforcement authorities. Where criminal activity is alleged or suspected by a School District employee, the accused employee shall be suspended pending the outcome of the

Question and Answer Period

After the School District has sent the investigative report to the parties, the Title IX Coordinator or his/her designee will submit the investigative report to the Decision-Maker to reach a determination regarding responsibility. The decision-maker shall not be the same person(s) as the Title IX Coordinator or the investigator(s).

Before reaching a determination regarding responsibility, the Decision-Maker shall afford each party ten (10) calendar days to submit written, relevant questions that a party wants asked of any

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party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. However, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The Decision-Maker shall explain to the party proposing the questions any decision to exclude a question as not relevant.

Dismissal of Complaint

If the conduct alleged would not constitute sexual harassment even if proven, the District is unable to identify the respondent after taking reasonable steps to do so, did not occur in the School District's education program or activity, or did not occur against a person in the United States, then the School District shall dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under Title IX. However, such a dismissal does not preclude action under another provision of the School District's code of conduct. The School District may also dismiss the formal complaint or any allegations therein, if at any time during the investigation: a complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the respondent is no longer enrolled or employed by the School; or specific circumstances prevent the School from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein. Upon a dismissal, the School District will promptly send written notice of the dismissal and reason(s) therefore simultaneously to the parties.

Determination of Responsibility

The Decision-Maker shall issue a written determination regarding responsibility within forty-five (45) calendar days following the start of the investigation. The written determination will include:

- A. Identification of the allegations potentially constituting sexual harassment;
- B. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- C. Findings of fact supporting the determination;
- D. Conclusions regarding the application of this Policy to the facts;
- E. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the School District will be imposing on the respondent, and whether remedies designed to restore or preserve equal access to the School District's education program or activity will be provided by the School District to the complainant; and
- F. The School District's procedures and permissible bases for the complainant and respondent to appeal.

The written determination regarding responsibility shall be provided to both parties simultaneously and shall become final either on the date that the School District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

If a determination of responsibility for sexual harassment has been made against a respondent, the School District will provide remedies to a complainant. The Title IX Coordinator will be

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responsible for the effective implementation of any remedies. Possible remedies to the complainant that the School District may implement include: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures or individualized services offered as may be appropriate and reasonably available, without fee or charge to the complainant, that are designed to restore or preserve equal access to the School District's education program or activity, to protect the safety of the complainant or the School District's educational environment, or to deter sexual harassment.

Possible disciplinary sanctions that the School District may implement following any determination of responsibility against the respondent may include:

- Student respondents: consequences may include warning, reprimand, detention, in-school suspension, and suspension from school, to be imposed consistent with the district's Code of Conduct and applicable law;
- Employee respondents: consequences may include warning, reprimand, mandatory counseling, re-assignment, demotion, suspension, and termination, to be imposed consistent with all applicable contractual and statutory rights;
- Volunteer respondents: consequences may include warning, reprimand, loss of volunteer assignments, and removal from future volunteer opportunities; and
- Vendor respondents: consequences may include warning, removal from school property, denial of future access to school property, and denial of future business with the District.
- Other individuals: consequences may include warning, removal from school property, and denial of future access to school property.

The District may also provide or facilitate remedies, which may include, but not limited to:

- Training of entire departments, classes, or groups;
- Peer support groups;
- Letters of apology;
- Separation of the parties;
- Additional supervision or mentoring for the respondent; and
- Restitution and restoration.

Any party who is not satisfied with the determination regarding responsibility by the Decision-Maker may request an appeal of the determination within seven (7) days of the determination.

Level Three – Appeal Procedure

Either the complainant or respondent, or their parent or guardian, may appeal from a determination regarding responsibility or from a dismissal of a formal complaint, or any allegations therein. Any such appeal shall be received by the Title IX Coordinator in writing within seven (7) calendar days of the determination.

The appeal may be on one or more of the following bases:

- Procedural irregularity that affected the outcome of the matter; and/or
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and/or

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- The Title IX Coordinator, investigator(s), or any decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter; and/or
- The sanction is inappropriate.

The Title IX Coordinator shall give the written appeal to the Appellate Decision-Maker for a decision. The decision-maker on appeal cannot be the same person(s) as the initial decision-maker, the Title IX Coordinator, or the investigator(s).

An appeal must be submitted to the Title IX Coordinator within seven (7) calendar days of receipt of the determination or dismissal (as applicable) and must identify all information a party wishes to have considered on appeal. Any appeal statement will be shared with the other party, who will have two (2) calendar days to submit a response to the Title IX Coordinator. The appeal and any response will be considered by a decision-maker other than the decision-maker who participated in an investigation of the allegations or who issued the determination or dismissal that is being appealed. Within thirty (30) calendar days after the time to submit a written statement has passed, the Appellate Decision-Maker shall issue a written decision describing the result of the appeal and the rationale for the result, and provide the written decision simultaneously to both parties.

Presumption of No Responsibility

Throughout this grievance procedure, there shall be a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. In addition, the School District will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege. The School District will comply with this grievance process before the imposition of any disciplinary sanctions, or other actions that are not supportive measures, against a respondent.

The investigation of the grievance shall include an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and credibility determinations may not be based on a person's status as a complainant, respondent, or witness. The standard of evidence to be used in determining responsibility will be the clear and convincing standard of evidence.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by the district, but it is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in the policy above is one way for employees to report sexual harassment. Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

A. New York State Division of Human Rights

The New York State Human Rights Law (HRL), N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may

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be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time within three years of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law, within three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the district does not extend your time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

Call the DHR sexual harassment hotline at 1(800) HARASS3 for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

Nothing in these regulations limits the right of the complainant to file a lawsuit in either state or federal court, or to contact law enforcement officials if the sexual harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, or other acts which may constitute a crime.

B. The United States Equal Employment Opportunity Commission

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e et seq. An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in

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federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred but does not file a lawsuit.

Individuals may obtain relief in mediation, settlement or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

C. Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment or discrimination with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

D. Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

E. Contact the District's Title IX Coordinator

The District is required to address instances of sex discrimination and sexual harassment which could be prohibited under Title IX and its regulations. Employees are encouraged to contact the district's Title IX Coordinator with complaints of sex discrimination and sex-based harassment.

Nondisclosure agreements

The District may include nondisclosure agreements (to not disclose the underlying facts and circumstances of a sexual harassment complaint) in any sexual harassment settlement agreement or resolution only if it is the complainant's preference. Any such nondisclosure agreement will be provided in writing to all parties in plain English and, if applicable, in the primary language of the complainant. Complainants have twenty-one days to consider any such nondisclosure provision before it is signed by all parties, and have seven days to revoke the agreement after signing. Nondisclosure agreements only become effective after this seven-day period has passed.

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Retaliation Prohibited

Any act of retaliation against any person who opposes sexually harassing behavior, or who has filed a complaint in good faith, is prohibited and illegal, and therefore subject to disciplinary action. Likewise, retaliation against any person who has, in good faith, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing of a sexual harassment complaint is prohibited. For purposes of this policy, retaliation includes but is not limited to: verbal or physical threats, intimidation, ridicule, bribes, destruction of property, spreading rumors, stalking, harassing phone calls, discipline, discrimination, demotion, denial of privileges, any action that would keep a person from coming forward to make or support a sexual harassment claim, and any other form of harassment. Such actions need not be job- or education-related, or occur in the workplace or educational environment, to constitute unlawful retaliation. Any person who retaliates is subject to immediate disciplinary action, up to and including suspension or termination.

Retaliation is unlawful pursuant to Federal, State and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in “protected activity.” Protected activity occurs when a person has, in good faith:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment pursuant to the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed or discriminated against; or
- encouraged a fellow employee to report sexual harassment.

Even if the alleged sexual harassment does not rise to the level of a violation of law, the individual is protected from retaliation if he/she had a good faith belief that the practices were unlawful. The retaliation provision is not intended, however, to protect persons making intentionally false charges of sexual harassment.

Anyone who believes that he/she has been a target of prohibited retaliation may seek legal remedies, as explained below in the section on “Legal Protections and External Remedies.”

Discipline/Penalties

Any individual who violates the sexual harassment policy by engaging in prohibited sexual harassment will be subject to appropriate disciplinary and/or remedial action. Measures available to school authorities include, but are not limited to the following:

- Students: Discipline may range from a reprimand up to and including suspension from school, to be imposed consistent with the student conduct and discipline policy and applicable law.

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- Employees: Discipline may range from a warning up to and including termination, to be imposed consistent with all applicable contractual and statutory rights.
- Volunteers: Penalties may range from a warning up to and including loss of volunteer assignment.
- “Non-employees” (i.e., contractors, subcontractors, vendors, consultant and other persons providing services pursuant to a contract, or their employees): Penalties may range from a warning up to and including loss of District business.
- Other individuals: Penalties may range from a warning up to and including denial of future access to school property.

False Complaints

False or malicious complaints of sexual harassment may result in corrective or disciplinary action taken against the complainant.

Training

All employees will be informed of this policy and regulation in employee handbooks, on the District website and other appropriate materials. A poster summarizing the policy will also be posted in a prominent location at each school. The District will provide all existing employees with either a paper or electronic copy of the District's sexual harassment policy and regulation, and will provide the same to new employees before the employee starts their job. These materials will be provided in English and in an employee's primary language, for those languages for which the NYS Department of Labor has provided a translated template policy.

All students will be informed of the basic provisions of this policy and regulation (e.g., that sexual harassment of employees and “non-employees” is prohibited, as well as what is appropriate and inappropriate behavior) in student handbooks, on the District website and student registration materials. In addition, age-appropriate curricular materials will be made available so that they can be incorporated in K-12 instruction to ensure that all students are educated on appropriate and inappropriate behavior.

All new employees will receive training on this policy and regulation at new employee orientation or as soon as possible after starting their job, unless they can demonstrate that they have received equivalent training within the past year from a previous employer. All other employees will be provided training at least once a year regarding this policy and the District's commitment to a harassment-free working environment. Principals, Title IX coordinators, and other administrative employees who have specific responsibilities for investigating and resolving complaints of sexual harassment will receive yearly training on this policy, regulation and related legal developments. Training will be provided in English and in an employee's primary language, for those languages for which the NYS Department of Labor has provided translated model training.

Annual employee training programs will be interactive and include: (i) an explanation of sexual harassment consistent with guidance issued by the NYS Department of Labor and the NYS Division of Human Rights; (ii) examples of conduct that is unlawful sexual harassment; (iii) information on federal and state laws about sexual harassment and remedies available to victims of sexual harassment; (iv) information concerning employees' right to make complaints and all available forums for investigating complaints; and (v) address the conduct and responsibilities of supervisors.

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Principals in each school and program directors are responsible for informing students and staff on a yearly basis of the terms of this policy, including the procedures established for investigation and resolution of complaints, general issues surrounding sexual harassment, the rights and responsibilities of students and employees, and the impact of sexual harassment on the target.

Adoption date:

SEXUAL HARASSMENT OF EMPLOYEES EXHIBIT

Complaint Form for Reporting Sexual Harassment

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form for targets to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form to the best of your ability and submit it to the Office of Human Resources to the attention of the Assistant Superintendent for HR. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, the District should complete this form, provide you with a copy and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form. For additional resources, visit: <http://www.ny.gov/programs/combating-sexual-harassment-workplace>

YOUR INFORMATION (for all persons making a complaint)

Your Name:

Home Address:

Home or Cell Phone:

Email:

Work Address:

Work Phone:

Job Title:

Preferred Communication Method (please select one): phone, email, mail, in person

SUPERVISOR INFORMATION

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

COMPLAINT INFORMATION

1. Your complaint of Sexual Harassment is made against (please include as much information as possible, if known):

Name:

Job Title (if an employee):

Grade/Class (if a student):

School/Work Location:

Phone:

Relationship to you (please circle one below):

Supervisor / Subordinate / Co-Worker / Student / Other: _____

(Please use additional sheets of paper if the complaint is against multiple people.)

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2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) and location(s) sexual harassment occurred: _____

Is the sexual harassment continuing? ____ Yes ____ No

4. Please list the name and contact information (if known) of any witnesses or individuals who may have information related to your complaint:

The following question is optional, but may help the District's investigation.

5. Have you previously complained about or provided information (verbal or written) about sexual harassment or related incidents to the District?

____ Yes ____ No

If yes, when and to whom did you complain or provide information?

This is not required, but if you have retained legal counsel and would like us to work with them, please provide their contact information.

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Print Name: _____

Signature: _____

Date: _____

Instructions for the District

If you receive a complaint about alleged sexual harassment, you must follow the District's sexual harassment prevention policy by investigating the allegations through actions including:

- Speaking with the complainant
- Speaking with the alleged harasser
- Interviewing witnesses
- Collecting and reviewing any related documents

While the process may vary from case to case, all allegations should be investigated promptly and resolved as quickly as possible. The investigation should be kept confidential to the extent possible.

Document findings of the investigation and basis for your decision along with any corrective actions taken, and notify the complainant and the individual(s) against whom the complaint was made (if the alleged harasser is a student, also notify the parent/guardian). This may be done via email.

Adoption date:

SEXUAL HARASSMENT OF STUDENTS

The Board of Education recognizes that harassment of students on the basis of actual or perceived sex, sexual orientation, and/or gender identity and expression is abusive and illegal behavior that harms targets and negatively impacts the school culture by creating an environment of fear, distrust, intimidation and intolerance. The Board further recognizes that preventing and remedying such harassment in schools is essential to ensure a healthy, nondiscriminatory environment in which students can learn.

Sexual Harassment Prevention Team

The School District shall annually appoint the following members to its Sexual Harassment Team:

- **Title IX Coordinator**: This person shall be responsible for coordinating compliance efforts.
- **Investigator/Compliance Officer**: This person investigates formal complaints and may also serve as the Title IX Coordinator.
- **Decision-Maker**: This person makes a determination after the investigation is completed and the entire record has been reviewed.
- **Appellate Decision-Maker**: This person is authorized to make a determination upon an appeal.

Sexual Harassment Defined

Sexual harassment is a form of sex discrimination and is unlawful under federal and state law. For purposes of this policy, sexual harassment includes harassment on the basis of actual or perceived sex, sexual orientation, and/or gender identity and expression. Sexual harassment of a student can deny or limit the student's ability to participate in or to receive benefits, services, or opportunities from the school's program.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's actual or perceived sex, sexual orientation, and/or gender identity and expression, when:

- a. submission to that conduct is made either explicitly or implicitly a term or condition of a student's education;
- b. submission to or rejection of such conduct is used as the basis for decisions affecting a student's education; or
- c. the conduct has the purpose or effect of unreasonably interfering with a student's school performance or creating an intimidating, hostile or offensive educational environment, even if the complaining individual is not the intended target of the sexual harassment;

Sexual harassment can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, or verbal, nonverbal or physical aggression, intimidation or hostility that is based on actual or perceived gender and sexual stereotypes. Examples of sexual harassment can be found in the accompanying regulation (7551.1-R).

The Board is committed to providing an educational environment that promotes respect, dignity and equality and that is free from all forms of sexual harassment. To this end, the Board condemns and strictly prohibits all forms of sexual harassment on school grounds, school buses and at all school-sponsored activities, programs and events, including those that take place at locations outside the district, or outside the school setting if the harassment impacts the individual's education in a way that violates their legal rights, including when harassment is done by electronic means (including on

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social media). Sanctions will be enforced against all those who engage in sexual harassment or retaliation, and against district personnel who knowingly allow such behavior to continue.

Sexual harassment may subject the district to liability for harm done to targets. Harassers may also be individually subject to civil liability if sued in a court of law or criminal liability if prosecuted.

Under various state and federal laws, students have legal protections against sexual harassment in the school environment as described above. Those laws are listed in the references section. The district's Code of Conduct also addresses appropriate behavior in the school environment. Sexual harassment can occur between persons of all ages and genders. Any student, employee or "non-employee" who feels harassed should submit a complaint so that any potential violation of this policy be promptly addressed. Where alleged sexual harassment involves discrimination, harassment, and/or bullying as defined by the Dignity of All Students Act (DASA) and the District's Bully Prevention policy 7317, the appropriate guidelines set forth therein shall also apply, however the District will follow the procedures herein in investigating such allegations.

In order for the Board to effectively enforce this policy and to take prompt corrective measures, it is essential that all targets of sexual harassment and persons with knowledge of sexual harassment report the harassment immediately. The district will promptly investigate all complaints of sexual harassment, either formal or informal, verbal or written. To the extent possible, all complaints will be treated in a confidential manner. Limited disclosure may be necessary to complete a thorough investigation. If the complainant reports that they feel unsafe at school due to the nature of the complaint, the district will determine if accommodations need to be made until the issue is resolved.

If, after appropriate investigation, the district finds that a person has violated this policy, prompt corrective action will be taken in accordance with the applicable collective bargaining agreement, contract, district policy and state law.

All complainants and those who participate in sexual harassment complaints or the investigation of a complaint of sexual harassment have the right to be free from retaliation of any kind, when they do so with a good faith belief that sexual harassment has occurred. Such prohibited retaliation can include, but is not limited to, discipline, discrimination, demotion, denial of privileges, or any action that would keep a person from coming forward to make or support a sexual harassment claim. Such actions need not be job- or education-related, or occur in the workplace or educational environment, to constitute unlawful retaliation.

The Superintendent of Schools is directed to develop and implement regulations for reporting, investigating and remedying allegations of sexual harassment. These regulations are to be attached to this policy. In addition, the Board directs that training programs be established for students, and annually for employees, to raise awareness of the issues surrounding sexual harassment and to implement preventative measures to help reduce incidents of sexual harassment. Age-appropriate instructional materials will be incorporated into the curriculum to educate students so that they can recognize and reduce the incidence of sexual harassment.

This policy, or a simplified version, will be posted in a prominent place in each district facility, on the district's website, and will also be published in student registration materials, student, parent and employee handbooks, and other appropriate school publications.

The Policy Committee will be convened annually to review this policy's effectiveness and compliance with applicable state and federal law, and to recommend revisions to the Board.

Cross-ref: 7317, Bullying Prevention and Intervention

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Ref: Education Amendments of 1972, Title IX, 20 U.S.C. §1681 *et seq.*; 34 CFR 106 *et seq.*
Education Law §§10-18 (The Dignity for All Students Act)
Davis v. Monroe County Board of Education, 526 U.S. 629, 652 (1999)
Gebser v. Lago Vista Independent School District, 524 U.S. 274 (1998)
Franklin v. Gwinnett County Public Schools, 503 U.S. 60 (1992)
Cannon v. University of Chicago, 441 U.S. 677 (1979)
Office for Civil Rights *Revised Sexual Harassment Guidance* (January 19, 2001)
Office for Civil Rights, *Dear Colleague Letter: Sexual Harassment Issues* (2006)
Office for Civil Rights, *Dear Colleague Letter: Bullying* (October 26, 2010)

Adoption date:

SEXUAL HARASSMENT OF STUDENTS REGULATION

This regulation is intended to create and preserve an educational environment free from unlawful sexual harassment on the basis of actual or perceived sex, sexual orientation, and/or gender identity and expression, in furtherance of the district's commitment to provide a healthy and productive environment for all students that promotes respect, dignity and equality.

Unacceptable Conduct

School-related conduct that the district considers unacceptable and which may constitute sexual harassment includes, but is not limited to, the following:

1. rape, attempted rape, sexual assault, attempted sexual assault, forcible sexual abuse, hazing, and other sexual and gender-based activity of a criminal nature as defined under the State Penal Law;
2. unwelcome sexual advances or invitations or requests for sexual activity, including but not limited to those in exchange for grades, preferences, favors, selection for extracurricular activities, homework, etc., or when accompanied by implied or overt threats concerning the target's school evaluations, other benefits or detriments;
3. unwelcome or offensive public sexual display of affection, including kissing, hugging, making out, groping, fondling, petting, inappropriate touching of one's self or others (e.g., pinching, patting, grabbing, poking), sexually suggestive dancing, and massages;
4. any unwelcome communication that is sexually suggestive, sexually degrading or derogatory or implies sexual motives or intentions, such as sexual remarks or innuendoes about an individual's clothing, appearance or activities; sexual jokes; sexual gestures; public conversations about sexual activities or exploits; sexual rumors and "ratings lists;" howling, catcalls, and whistles; sexually graphic computer files, messages or games, etc.;
5. unwelcome and offensive name calling or profanity that is sexually suggestive or explicit, sexually degrading or derogatory, implies sexual intentions, or that is based on sexual stereotypes or sexual orientation, gender identity or expression;
6. unwelcome physical contact or closeness that is sexually suggestive, sexually degrading or derogatory, or sexually intimidating such as the unwelcome touching of another's body parts, cornering or blocking an individual, standing too close, spanking, pinching, following, stalking, frontal body hugs, etc.;
7. unwelcome and sexually offensive physical pranks or touching of an individual's clothing, such as hazing and initiation, "streaking" (running naked in public), "mooning" (exposing one's buttocks), "snuggies" or "wedgies" (pulling underwear up at the waist so it goes in between the buttocks), bra-snapping, skirt "flip-ups," "pantsing" or "spiking" (pulling down someone's pants or swimming suit); pinching; placing hands inside an individual's pants, shirt, blouse, or dress, etc.;
8. unwelcome leers, stares, gestures, or slang that are sexually suggestive; sexually degrading or derogatory or imply sexual motives or intentions;
9. clothing with sexually obscene or sexually explicit slogans or messages; and
10. unwelcome and offensive skits, assemblies, and productions that are sexually suggestive, sexually degrading or derogatory, or that imply sexual motives or intentions, or that are based on sexual stereotypes;

For purposes of this regulation, action or conduct will be considered "unwelcome" if the student did not request or invite it and regarded the conduct as undesirable or offensive.

Sexual harassment may occur on school grounds, school buses and at all school-sponsored activities, programs and events, including those that take place at locations outside the district, or

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outside the school setting if the harassment impacts the individual's education in a way that violates their legal rights, including when the harassment is done by electronic means (including on social media).

Determining if Prohibited Conduct is Sexual Harassment

Complaints of sexual harassment will be thoroughly investigated to determine whether the totality of the behavior and circumstances meet any of the elements of the above definition of sexual harassment and should therefore be treated as sexual harassment. Not all unacceptable conduct with sexual connotations may constitute sexual harassment. In many cases (other than quid pro quo situations where the alleged harasser offers academic rewards or threatens punishment as an inducement for sexual favors), unacceptable behavior must be sufficiently severe, pervasive and objectively offensive to be considered sexual harassment. If the behavior doesn't rise to the level of sexual harassment, but is found to be objectionable behavior, the individual will be educated and counseled in order to prevent the behavior from continuing.

In evaluating the totality of the circumstances and making a determination of whether conduct constitutes sexual harassment, the individual investigating the complaint should consider:

1. the degree to which the conduct affected the ability of the student to participate in or benefit from their education or altered the conditions of the student's learning environment;
2. the type, frequency and duration of the conduct;
3. the identity of and relationship between the alleged harasser and the subject of the harassment (e.g., sexually based conduct by an authority figure is more likely to create a hostile environment than similar conduct by a peer);
4. the number of individuals involved;
5. the age and sex of the alleged harasser and the target of the harassment;
6. the location of the incidents and context in which they occurred;
7. other incidents at the school; and
8. incidents of gender-based, but non-sexual harassment.

Reporting Complaints

Students who believe they have been the target of sexual harassment related to the school setting are encouraged to report complaints as soon as possible after the incident in order to enable the district to promptly and effectively investigate and resolve the complaint. Any person who witnesses or is aware of sexual harassment of a student is also encouraged to report the incident or behavior to the district. Targets are encouraged to submit the complaint in writing; however, complaints may be filed verbally.

Complaints should be filed with the Principal or the Title IX coordinator; however, students may go to any district employee with sexual harassment complaints.

Any school employee who receives a complaint of sexual harassment from a student must inform the student of the employee's obligation to report the complaint to the school administration, and must then immediately notify the Principal and/or the Title IX coordinator.

In order to assist investigators, targets should document the harassment as soon as it occurs and with as much detail as possible including: the nature of the harassment; dates, times, places it has occurred; name of harasser(s); witnesses to the harassment; and the target's response to the harassment.

Confidentiality

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It is district policy to respect the privacy of all parties and witnesses to complaints of sexual harassment. To the extent possible, the district will not release the details of a complaint or the identity of the complainant or the individual(s) against whom the complaint is filed to any third parties who do not need to know such information. However, because an individual's need for confidentiality must be balanced with the district's legal obligation to provide due process to the accused, to conduct a thorough investigation, or to take necessary action to resolve the complaint, the district retains the right to disclose the identity of parties and witnesses to complaints in appropriate circumstances to individuals with a need to know. The staff member responsible for investigating complaints will discuss confidentiality standards and concerns with all complainants.

If a complainant requests that their name not be revealed to the individual(s) against whom a complaint is filed, the staff member responsible for conducting the investigation will inform the complainant that:

1. the request may limit the district's ability to respond to their complaint;
2. district policy and federal law prohibit retaliation against complainants and witnesses;
3. the district will attempt to prevent any retaliation; and
4. the district will take strong responsive action if retaliation occurs.

If the complainant still requests confidentiality after being given the notice above, the investigator will take all reasonable steps to investigate and respond to the complaint consistent with the request as long as doing so does not preclude the district from responding effectively to the harassment and preventing the harassment of others.

Investigation and Resolution Procedure

District Responsibilities

Throughout the Title IX process the District will, among other things:

- Treat complainants and respondents equitably.
- Perform an objective evaluation of all available evidence.
- Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- Ensure that no information protected by a legal privilege such as the attorney-client privilege may be used for any purpose or be sought through disclosure unless the person holding the privilege has waived such privilege.

Timeframes

The District has established reasonably prompt approximate time frames for the conclusion of the grievance process unless delayed or extended. The time frames for appeals are set forth in the section below on Appeals.

- Written notice of a formal complaint to known parties will be given approximately seven (7) business days following receipt of a complaint.
- Investigations of complaints will begin approximately seven (7) business days following receipt of a complaint.
- Determinations will be made approximately forty-five (45) business days following starting an investigation.
- Informal resolution will begin approximately ten (10) business days following acceptance of both parties in writing, and will conclude in approximately thirty (30) business days.

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The District has also established a process that allows for a temporary delay or limited extension of timeframes for good cause with notice to the parties that includes the reason for the delay

- Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. Good cause will be considered on a case-by-case basis.
- The Title IX Coordinator will evaluate the request for an extension of timeframes and make a prompt determination to either extend the timeframes, or take or recommend other action to be able to meet the timeframes.
- If an extension is granted, the Title IX Coordinator will notify the parties in writing of the reason(s) for the delay, and the estimated date the stages in the timeframe will be complete.

Grievance Procedure

The following grievance procedure will be followed for the prompt and equitable resolution of complaints under this policy.

Definitions:

For purposes of this grievance process,

- (1) "Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- (2) "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the School District investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the School District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed for the Title IX Coordinator.
- (3) "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- (4) "Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:
 - (a) An employee of the School conditioning the provision of an aid, benefit, or service of the School on an individual's participation in unwelcome sexual conduct;
 - (b) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the School's education program or activity; or
 - (c) Sexual assault, "dating violence", "domestic violence", or "stalking" as defined in 34 CFR Part 106.2.
- (5) "Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the School District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the School District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The School District will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the School District to provide the supportive

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measures. The Title IX Coordinator will be responsible for coordinating the effective implementation of supportive measures.

Level One – Formal Complaint Procedure

A formal complaint is a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment under Title IX against an individual and requesting that the District investigate the allegation of sexual harassment under Title IX. The formal complaint must be a written document but need not be in any specific form. At the time a formal complaint is filed, the complainant must be participating or attempting to participate in the District's education program or activity.

The formal complaint investigation and process will only be triggered when the complainant files a formal complaint of sexual harassment under Title IX. The District will investigate the complaint and make determinations regarding a complaint's allegations using a clear and convincing evidence standard.

The Title IX Coordinator, investigator, decision-maker or facilitator of an informal resolution process, if applicable, must not have a conflict of interest or bias for or against complainants or respondents. All individuals with conflicts of interest or bias must recuse themselves. The roles of Title IX Coordinator, investigator, and decision-maker will be held by different persons.

Upon receipt of a formal complaint (or later as additional allegations become known), the School District will provide the following written notice to the parties who are known:

- A. Notice to each of the parties of the School District's grievance procedure, including any informal resolution process.
- B. Notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include:
 - a. the identities of the parties involved in the incident, if known,
 - b. the conduct allegedly constituting sexual harassment under Title IX, and the date and location of the alleged incident, if known.
 - c. Information regarding the grievance process and the informal resolution process.
 - d. A statement that retaliation is prohibited.
 - e. Notification that the parties may inspect and review evidence.
 - f. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.
 - g. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence.
 - h. The written notice will also inform the parties of the School District's prohibition from knowingly making false statements or knowingly submitting false information during this grievance process.
 - i. Notification that after commencing an investigation of a formal complaint, the district may decide to also investigate allegations that were not included in the initial notice to the parties. In that case, the district will provide notice of the additional allegations to the parties.

If, in the course of an investigation, the School District decides to investigate allegations about the complainant or respondent that are not included in the foregoing notice provided, the School District will provide notice of the additional allegations to the parties whose identities are known.

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The School District may also consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Investigation:

The Title IX Coordinator/Compliance Officer/Investigator and/or designee will investigate the allegations in a formal complaint in the following manner:

1. Interview the complainant and document the conversation. Provide the complainant with supportive measures as appropriate. Refer the victim, as appropriate, to school social workers, school psychologists, crisis team managers, other school staff, or appropriate outside agencies for counseling services.
2. Review any written documentation of the alleged harassment prepared by the complainant. If the complainant has not prepared written documentation, encourage the victim to do so, providing alternative formats for individuals with disabilities and young children, who have difficulty writing and need accommodation. If the complainant/informant refuses to complete a complaint form or written documentation, the Title IX Compliance Officer/Investigator will complete a complaint form (form attached to this Policy) based on the verbal report.
3. Interview the respondent regarding the complaint. Document the conversation. Provide the respondent with supportive measures as appropriate. Provide the alleged harasser an opportunity to respond to the charges in writing.
4. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses. Interview any witnesses presented by the parties. Where appropriate, obtain a written statement from each witness. Caution each witness to keep the complaint and his/her statement confidential.
5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the School District may establish restrictions regarding the extent to which the advisor may participate in the proceedings. To the extent that such restrictions are established, they shall apply equally to both parties;
6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the School District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the School District will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties shall have ten (10) business days to submit a written response, which the Title IX Coordinator/Compliance Officer/Investigator will consider prior to completion of the investigative report; and
7. Create an investigative report within thirty (30) business days of receipt of a formal complaint that fairly summarizes relevant evidence and, at least ten (10) business days prior to a time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

During the formal complaints process, the parties will have an equal opportunity to:

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- Present witnesses and to gather and present relevant evidence.
- Have others present during any grievance proceeding, including the representative of their choice who may be, but is not required to be, an attorney.

Inspect and review all evidence obtained as part of the investigation that is directly related to the allegations in the complaint, and respond to the evidence prior to the conclusion of the investigation. Parties must be given at least ten (10) business days to submit a written response that the investigator will consider prior to completing the investigative report.

If a complaint received by the Title IX Coordinator/Compliance Officer/Investigator or second designee contains evidence or allegations of serious or extreme harassment, such as employee to student harassment, criminal touching, quid pro quo (e.g., offering an academic or employment reward or punishment as an inducement for sexual favors), or acts which shock the conscience of a reasonable person, the complaint will be referred promptly to the Superintendent of Schools. In addition, where the Title IX Coordinator/Compliance Officer/Investigator or second designee has a reasonable suspicion that the alleged harassment involves criminal activity, he/she should immediately notify the Superintendent of Schools, who will then contact appropriate child protection and law enforcement authorities. Where criminal activity is alleged or suspected by a School District employee, the accused employee shall be suspended pending the outcome of the

Question and Answer Period

After the School District has sent the investigative report to the parties, the Title IX Coordinator or his/her designee will submit the investigative report to the Decision-Maker to reach a determination regarding responsibility. The decision-maker shall not be the same person(s) as the Title IX Coordinator or the investigator(s).

Before reaching a determination regarding responsibility, the Decision-Maker shall afford each party ten (10) business days to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. However, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The Decision-Maker shall explain to the party proposing the questions any decision to exclude a question as not relevant.

Dismissal of Complaint

If the conduct alleged would not constitute sexual harassment even if proven, the District is unable to identify the respondent after taking reasonable steps to do so, did not occur in the School District's education program or activity, or did not occur against a person in the United States, then the School District shall dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under Title IX. However, such a dismissal does not preclude action under another provision of the School District's code of conduct. The School District may also dismiss the formal complaint or any allegations therein, if at any time during the investigation: a complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the respondent is no longer enrolled or employed by the School; or specific circumstances prevent the School from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein. Upon a dismissal, the School District will promptly send written notice of the dismissal and reason(s) therefore simultaneously to the parties. Upon dismissal, the District must notify the Complainant of the opportunity to appeal the dismissal of a complaint.

Determination of Responsibility

The Decision-Maker shall issue a written determination regarding responsibility within forty-five (45) business days following the start of the investigation. The written determination will include:

- A. Identification of the allegations potentially constituting sexual harassment;
- B. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- C. Findings of fact supporting the determination;
- D. Conclusions regarding the application of this Policy to the facts;
- E. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the School District will be imposing on the respondent, and whether remedies designed to restore or preserve equal access to the School District's education program or activity will be provided by the School District to the complainant; and
- F. The School District's procedures and permissible bases for the complainant and respondent to appeal.

The written determination regarding responsibility shall be provided to both parties simultaneously and shall become final either on the date that the School District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

If a determination of responsibility for sexual harassment has been made against a respondent, the School District will provide remedies to a complainant. The Title IX Coordinator will be responsible for the effective implementation of any remedies. Possible remedies to the complainant that the School District may implement include: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures or individualized services offered as may be appropriate and reasonably available, without fee or charge to the complainant, that are designed to restore or preserve equal access to the School District's education program or activity, to protect the safety of the complainant or the School District's educational environment, or to deter sexual harassment.

Possible disciplinary sanctions that the School District may implement following any determination of responsibility against the respondent may include:

- Student respondents: consequences may include warning, reprimand, detention, in-school suspension, and suspension from school, to be imposed consistent with the district's Code of Conduct and applicable law;
- Employee respondents: consequences may include warning, reprimand, mandatory counseling, re-assignment, demotion, suspension, and termination, to be imposed consistent with all applicable contractual and statutory rights;
- Volunteer respondents: consequences may include warning, reprimand, loss of volunteer assignments, and removal from future volunteer opportunities; and
- Vendor respondents: consequences may include warning, removal from school property, denial of future access to school property, and denial of future business with the District.
- Other individuals: consequences may include warning, removal from school property, and denial of future access to school property.

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The District may also provide or facilitate remedies, which may include, but not limited to:

- Training of entire departments, classes, or groups;
- Peer support groups;
- Letters of apology;
- Separation of the parties;
- Additional supervision or mentoring for the respondent; and
- Restitution and restoration.

Any party who is not satisfied with the determination regarding responsibility by the Decision-Maker may request an appeal of the determination within seven (7) business days of the determination.

Level Three – Appeal Procedure

Either the complainant or respondent, or their parent or guardian, may appeal from a determination regarding responsibility or from a dismissal of a formal complaint, or any allegations therein. Any such appeal shall be received by the Title IX Coordinator in writing within seven (7) business days of the determination.

The appeal may be on one or more of the following bases:

- Procedural irregularity that affected the outcome of the matter; and/or
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and/or
- The Title IX Coordinator, investigator(s), or any decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter; and/or
- The sanction is inappropriate.

The Title IX Coordinator shall give the written appeal to the Appellate Decision-Maker for a decision. The decision-maker on appeal cannot be the same person(s) as the initial decision-maker the Title IX Coordinator, or the investigator(s).

An appeal must be submitted to the Title IX Coordinator within seven (7) business days of receipt of the determination or dismissal (as applicable) and must identify all information a party wishes to have considered on appeal. Any appeal statement will be shared with the other party, who will have two (2) business days to submit a response to the Title IX Coordinator. The appeal and any response will be considered by a decision-maker other than the decision-maker who participated in an investigation of the allegations or who issued the determination or dismissal that is being appealed. Within thirty (30) business days after the time to submit a written statement has passed, the Appellate Decision-Maker shall issue a written decision describing the result of the appeal and the rationale for the result, and provide the written decision simultaneously to both parties.

Presumption of No Responsibility

Throughout this grievance procedure, there shall be a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. In addition, the School District will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege. The School District will comply with this grievance process before the imposition of any disciplinary sanctions, or other actions that are not supportive measures, against a respondent.

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The investigation of the grievance shall include an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and credibility determinations may not be based on a person's status as a complainant, respondent, or witness. The standard of evidence to be used in determining responsibility will be the clear and convincing standard of evidence.

External Remedies

In addition, targets have the right to register sexual harassment complaints with the U.S. Department of Education's Office for Civil Rights (OCR) and the New York State Division of Human Rights (DHR). The OCR can be contacted at (800) 421-3481, 400 Maryland Avenue SW, Washington, DC 20202-1100, or at <https://www2.ed.gov/about/offices/list/ocr/docs/howto.html>. The DHR can be contacted at (888) 392-3644, www.dhr.ny.gov/complaint, or at 1 Fordham Plaza, Fourth Floor, Bronx, NY 10458.

Nothing in these regulations limits the right of the complainant to file a lawsuit in either state or federal court, or to contact law enforcement officials if the sexual harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, or other acts which may constitute a crime.

Retaliation Prohibited

Any act of retaliation against any person who opposes sexually harassing behavior, or who has filed a complaint in good faith, is prohibited and illegal, and therefore subject to disciplinary action. Likewise, retaliation against any person who has, in good faith, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing of a sexual harassment complaint is prohibited. For purposes of this policy, retaliation includes but is not limited to: verbal or physical threats, intimidation, ridicule, bribes, destruction of property, spreading rumors, stalking, harassing phone calls, discipline, discrimination, demotion, denial of privileges, any action that would keep a person from coming forward to make or support a sexual harassment claim, and any other form of harassment. Such actions need not be job- or education-related, or occur in the workplace or educational environment, to constitute unlawful retaliation. Any person who retaliates is subject to immediate disciplinary action, up to and including suspension or termination.

Discipline/Penalties and Consequences

Any individual who violates the sexual harassment policy by engaging in prohibited sexual harassment will be subject to appropriate disciplinary and/or remedial action. Measures available to school authorities include, but are not limited to the following:

Students: Discipline may range from a reprimand up to and including suspension from school, to be imposed consistent with the student conduct and discipline policy and applicable law.

Employees: Discipline may range from a warning up to and including termination, to be imposed consistent with all applicable contractual and statutory rights.

Volunteers: Penalties may range from a warning up to and including loss of volunteer assignment.

"Non-employees" (i.e., contractors, subcontractors, vendors, consultant and other persons providing services pursuant to a contract, or their employees): Penalties may range from a warning up to and including loss of district business.

Other individuals: Penalties may range from a warning up to and including denial of future access to school property.

False Complaints

False or malicious complaints of sexual harassment may result in corrective or disciplinary action taken against the complainant.

Training

All students and employees will be informed of this policy and regulation in student and employee handbooks, on the district website and student registration materials. A poster summarizing the policy will also be posted in a prominent location at each school. All secondary school student body officers will receive district training about the policy at the beginning of each school year.

In addition, age-appropriate curricular materials will be made available so that it can be incorporated in instruction K-12 to ensure that all students are educated to recognize and report sexual harassment, and on appropriate and inappropriate behavior.

Building Principals are responsible for informing students and staff on a yearly basis of the terms of this policy, including the procedures established for investigation and resolution of complaints, general issues surrounding sexual harassment, the rights and responsibilities of students and employees, and the impact of sexual harassment on the target.

Adoption date:

SEXUAL HARASSMENT OF STUDENTS EXHIBIT*Complaint Form for Reporting Sexual Harassment*

New York State Labor Law requires all school districts to adopt a sexual harassment prevention policy that includes a complaint form for targets to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form to the best of your ability and submit it to your building principal or the Office of Human Resources to the attention of the Assistant Superintendent for HR. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, the District should complete this form, provide you with a copy and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form. For additional resources, visit: <http://www.ny.gov/programs/combating-sexual-harassment-workplace>

YOUR INFORMATION (for all persons making a complaint)

Your Name:

Home Address:

Home or Cell Phone:

Email:

School Address:

School Phone:

Grade Level:

Preferred Communication Method (please select one): phone, email, mail, in person

PARENT INFORMATION

Parents' Name(s):

Phone:

Address:

Home or Cell Phone:

Email:

COMPLAINT INFORMATION

1. Your complaint of Sexual Harassment is made against (please include as much information as possible, if known):

Name:

Job Title (if an employee):

Grade/Class (if a student):

School/Work Location:

Phone:

Relationship to you (please circle one below):

Supervisor / Subordinate / Co-Worker / Student / Other: _____

(Please use additional sheets of paper if the complaint is against multiple people.)

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2. Please describe what happened and how it is affecting you. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) and location(s) sexual harassment occurred: _____

Is the sexual harassment continuing? ____ Yes ____ No

4. Please list the name and contact information (if known) of any witnesses or individuals who may have information related to your complaint:

The following question is optional, but may help the District's investigation.

5. Have you previously complained about or provided information (verbal or written) about sexual harassment or related incidents to the District?

____ Yes ____ No

If yes, when and to whom did you complain or provide information?

This is not required, but if you have retained legal counsel and would like us to work with them, please provide their contact information.

Print Name: _____

Signature: _____

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Date: _____

Instructions for the District

If you receive a complaint about alleged sexual harassment, you must follow the District's sexual harassment prevention policy by investigating the allegations through actions including:

- Speaking with the complainant
- Speaking with the alleged harasser
- Interviewing witnesses
- Collecting and reviewing any related documents

While the process may vary from case to case, all allegations should be investigated promptly and resolved as quickly as possible. The investigation should be kept confidential to the extent possible.

Document findings of the investigation and basis for your decision along with any corrective actions taken, and notify the complainant and the individual(s) against whom the complaint was made (if the alleged harasser is a student, also notify the parent/guardian). This may be done via email.

Adoption date:

WEST ISLIP UFSD
2024-2025 Budget Transfers - General and School Lunch
School Board Meeting - May 8, 2025

**AGENDA ITEM XI. A)
BUDGET TRANSFERS
RM 5/8/2025**

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4501	04/03/2025	<i>Transfer for additional TAN Interest</i>			
		A 9010.860-999-4499	HEALTH INSURANCE	66,600.00	
		A 9760.700-999-4499	TAN INTEREST		66,600.00
4502	04/08/2025	<i>Transfer for Supplies for Makerspace</i>			
		A 2610.552-359-5232	PERIODICALS, REFERENCES - HS	2,323.20	
		A 2610.518-359-5232	SUPPLIES - HS		2,323.20
4503	04/08/2025	<i>Transfer for All Points PO</i>			
		A 5540.406-999-4675	TRANSPORTATION FOR EDUCATIONAL TRIPS - ATHLETICS	500.00	
		A 5510.501-999-5099	AUTO PARTS & ACCESSORIES		500.00
4505	04/23/2025	<i>Transfer for additional costs</i>			
		C 2860.450-099-9999	SUPPLIES AND MATERIALS	500.00	
		C 2860.444-099-9999	CONTRACTUAL EXPENSE		500.00
4506	04/24/2025	<i>Transfer for uniform purchases, office supplies and safety supplies</i>			
		C 2860.413-099-9999	FOOD PURCHASES	15,000.00	
		C 2860.450-099-9999	SUPPLIES AND MATERIALS		15,000.00
4507	04/25/2025	<i>Transfer for Health Svcs for West Islip student(s) at other school districts</i>			
		A 9010.860-999-4499	HEALTH INSURANCE	1,000.00	
		A 2815.401-999-4699	HEALTH SERVICES-OTHER DISTRICTS		1,000.00
4509	04/28/2025	<i>Transfer for workbooks for MS Science</i>			
		A 2110.423-999-6025	EDUCATIONAL TRIPS - SCIENCE	6,656.00	
		A 2110.423-999-6025	EDUCATIONAL TRIPS - SCIENCE	9,059.80	
		A 2110.486-319-6025	TEXTBOOKS -WORKBOOKS - SCIENCE - UDALL		9,059.80
		A 2110.486-329-6025	TEXTBOOKS -WORKBOOKS - SCIENCE - BEACH		6,656.00
4510	04/28/2025	<i>Transfer for repair money</i>			
		A 2110.417-999-4821	MEMBERSHIP DUES - MUSIC	1,483.00	
		A 2110.435-999-4821	STUDENT REGISTRATIONS/FEES - MUSIC DISTRICTWIDE	30.00	
		A 2110.425-999-4821	SERVICE CONTRACTS - MUSIC		1,513.00
4511	04/28/2025	<i>Transfer for additional teacher salaries</i>			
		A 2110.435-359-4821	STUDENT REGISTRATIONS/FEES - MUSIC HS	56.69	
		A 2110.509-999-4821	SHEET MUSIC - DISTRICTWIDE	644.88	
		A 2110.148-999-4421	ADD'L SALARY FOR TEACHERS - MUSIC		701.57
4512	04/28/2025	<i>Transfer for Board member name plates for student members</i>			
		A 1010.417-109-4399	MEMBERSHIP DUES	100.00	
		A 1010.518-109-4399	SUPPLIES, GENERAL		100.00
4513	04/28/2025	<i>Transfer for copy paper order</i>			
		A 2110.430-179-9910	TRAVEL EXPENSES - PJ BELLEW	762.32	
		A 2110.516-179-9910	DUPLICATING, MIMEO PAPER - PJ BELLEW		762.32
4514	04/29/2025	<i>Transfer for the HS Graduation Sound System</i>			
		A 9010.860-999-4499	HEALTH INSURANCE	5,000.00	
		A 2110.402-359-9910	COMMENCEMENT		5,000.00
4515	04/29/2025	<i>Transfer for Novel books</i>			
		A 2110.485-329-5215	TEXTBOOKS - ELA - BEACH	816.19	
		A 2110.485-359-5215	TEXTBOOKS - HS ENGLISH	1,237.41	
		A 2110.518-329-5215	SUPPLIES, GENERAL - BEACH	550.00	
		A 2110.486-329-5215	TEXTBOOKS - WORKBOOKS - BEACH		2,603.60
4516	04/29/2025	<i>Transfer for Novel books</i>			
		A 2110.485-319-5215	TEXTBOOKS - ELA - UDALL	457.14	
		A 2110.485-359-5215	TEXTBOOKS - HS ENGLISH	3,134.47	
		A 2110.518-319-5215	SUPPLIES, GENERAL - UDALL	451.35	
		A 2110.518-359-5215	SUPPLIES, GENERAL - HS	264.36	
		A 5540.406-359-5215	TRANSPORTATION FOR EDUCATIONAL TRIPS - ENGLISH	1,313.78	
		A 2110.486-319-5215	TEXTBOOKS - WORKBOOKS - UDALL		5,621.10
4517	04/29/2025	<i>Transfer for supplies for HS Tech robotics team</i>			
		A 5540.406-999-4519	TRANSPORTATION FOR EDUCATIONAL TRIPS - ROBOTICS	8,385.13	
		A 2110.520-359-4519	GEN SUPPLIES, ENGINEERING TECH - HS		8,385.13
DEBIT/CREDIT TOTALS				<u>\$ 126,325.72</u>	<u>\$ 126,325.72</u>
NET AMOUNT					

Approved:  Date: 5/1/25
Dr. Paul Romanelli, Superintendent of Schools

WEST ISLIP UFSD
2024-2025 Budget Transfers - Capital Fund
School Board Meeting - May 8, 2025

TRAN #	DATE	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	TRANSFER TO
4500	04/03/2025	<i>Transfer for balance of Interfund budget from completed projects to Manetuck for Gym ceiling project</i>			
		H 1620.298-10-2425	GEN CONST - 24-25 INTERFUND FUNDS - DISTRICT OFFICE	5,722.20	
		H 1620.298-32-2425	GEN CONST - 24-25 INTERFUND FUNDS - BEACH	30,235.00	
		H 1620.298-35-2425	GEN CONST - 24-25 INTERFUND FUNDS - HIGH SCHOOL	31,380.00	
		H 1620.298-99-2425	GEN CONST - 24-25 INTERFUND FUNDS - DISTRICTWIDE	24,795.10	
		H 1620.298-14-2425	GEN CONST - 24-25 INTERFUND FUNDS - MANETUCK		92,132.30
4508	04/25/2025	<i>Transfer for funds to Manetuck Interfund for Crossroads Const for add'l work for gym</i>			
		H 1620.298-10-2425	GEN CONST - 24-25 INTERFUND FUNDS - DISTRICT OFFICE	8,200.00	
		H 1620.298-14-2425	GEN CONST - 24-25 INTERFUND FUNDS - MANETUCK		8,200.00

DEBIT/CREDIT TOTALS	<u>\$ 100,332.30</u>	<u>\$ 100,332.30</u>
NET AMOUNT		

Approved: Paul Romanelli Date: 5/11/25
Dr. Paul Romanelli, Superintendent of Schools

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 1st day of April, 2025 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.

W I T N E S S E T H

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, 2024 through June 30, 2025 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.

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 \$1,078.83 per eligible pupil for the 2024-2025 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 PROVIDER'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

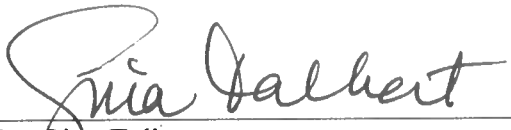
PROVIDER Superintendent of Schools
 West Islip Union Free School District.
 100 Sherman Avenue
 West Islip, New York 11795

- 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.

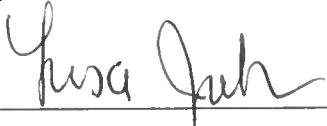
9. Entire Agreement: This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter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



Dr. Gina Talbert
Superintendent of Schools



President, Board of Education

WEST ISLIP UFSD

Superintendent of Schools

President, Board of Education

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is entered into this first day of July 2024, by and between the Board of Education of the South Huntington Union Free School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 60 Weston Street, Huntington Station, NY 11746, and the Board of Education of the WEST ISLIP UNION FREE SCHOOL DISTRICT (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at Corner of Beach Street & Sherman Avenue, West Islip, NY 11795.

WITNESSETH

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

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

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

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

1. The term of this Agreement shall be from July 1, 2024 through June 30, 2025 inclusive.
2. South Huntington UFSD warrants that the health and welfare services will be provided by licensed health care providers. South Huntington UFSD further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and State Education Department licensing requirements, if applicable. South Huntington Union Free School District further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules and regulations, including, Section 912 of the Education Law, and the student's IEP, if applicable. South Huntington UFSD shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. South Huntington Union Free School District understands and agrees that it will comply and is responsible for complying with all applicable Federal, State and local laws, rules and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by South Huntington UFSD shall be consistent with the services available to students attending public schools within the South Huntington UFSD; and may include, but are not limited to:

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

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

5. In exchange for the provision of health and welfare services pursuant to this Agreement, West Islip UFSD agrees to pay South Huntington UFSD the sum of **\$921.89** per eligible pupil for the **2024-2025** school year.
6. SENDER shall pay South Huntington UFSD within thirty (30) days of SENDER's receipt of a detailed written invoice from South Huntington UFSD. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, South Huntington UFSD shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, South Huntington UFSD shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. South Huntington UFSD shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the nonpublic school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either South Huntington UFSD's or SENDER's compliance with applicable Federal, State, or local laws, rules or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential

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

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

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

SENDER: Superintendent of Schools
West Islip UFSD
Corner of Beach Street & Sherman Avenue, West Islip
NY, 11795

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

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

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

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


South Huntington Union Free School District

West Islip UFSD



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

Superintendent of Schools
West Islip UFSD



Nicholas R. Ciappetta, President
Board of Education

President, Board of Education



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

AGENDA ITEM XI. C)
BUSINESS ITEMS
RM 5/8/2025

TO: Elisa Pellati
FROM: Lauren Lay
DATE: April 2025
RE: Udall ELA -Weeding

I am requesting the surplus of books from the ELA collection at Udall Road Middle School. These materials are in poor condition or are no longer relevant.

Total Copies Weeded: 400

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

Cc: Daniel Marquardt, Andrew Moschetto



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

TO: Elisa Pellati
FROM: Lauren Lay
DATE: April 2025
RE: Beach ELA -Weeding

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

Total Copies Weeded: 400

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

Cc: Anthony Bridgeman, Artie Machowicz



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

TO: Elisa Pellati
FROM: Lauren Lay
DATE: April 2025
RE: Bayview Library -Weeding

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

Total Copies Weeded: 560

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

Cc: John Mullins, Kevin McLoughlin



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

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

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

Total Copies Weeded: 331

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

Cc: Denise Lamattina, Anthony Bridgeman

West Islip Public Schools

Interoffice Memorandum

To: Elisa Pellati
From: Jenn Delaney
Date: April 10, 2025
Re: Surplus from IT

Items for surplus:

1. Chromebooks	86
2. PC	9
3. Printers	6
4. Monitors	10
5. Apple	2
6. Cisco phone	2
7. Smartboard	2
8. IPAD	1
9. TV	1
10. Doc Camera	3

Thank you for your assistance in this matter.

INTEROFFICE MEMORANDUM

TO: DR. PAUL ROMANELLI
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: REFRIGERATION REPAIR AND SERVICE

DATE: 4/28/2025

CC: E. PELLATI, M. STEINWEISS

A request for sealed bids for Refrigeration Repair and Service (Bid #2501) for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday March 20, 2025. The bid was also advertised on the West Islip District website.

A total of nine (9) bids were mailed to prospective bidders. A total of one (1) were returned. This one (1) bid were opened on April 7, 2025.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for Refrigeration Repair and Service be awarded to:

Traditional Air Conditioning Systems & Service

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

West Islip USFD
Refrigeration Repair and Service
Bid #2501-04/7/25

	<u>Traditional</u>	<u>CIS (24-25)</u>
Per Hr. Rate (1st Hr.)	\$ 125.00	\$ 120.00
Prompt Pay Disc.	0%	0%
<u>Net Per Hr. Rate (1st Hr.)</u>	<u>\$ 125.00</u>	<u>\$ 120.00</u>
Per Hr. Rate (2nd Hr. +)	\$ 109.00	\$ 120.00
Prompt Pay Disc.	0%	0%
<u>Net Per Hr. Rate (2nd Hr. +)</u>	<u>\$ 109.00</u>	<u>\$ 120.00</u>
Total Hrs. Labor 24-25	74	74
1st Hr.- 5 Hrs, 2nd Hr.-69 Hrs.		
Cost of Labor	\$ 8,146.00	\$ 8,880.00
Cost of Materials 24-25	\$ 7,382.49	\$ 7,382.49
Materials Markup	\$ 1,302.79	\$ 1,302.79
Cost of Materials	\$ 8,685.28	\$ 8,685.28
Prompt Pay Disc.	0%	0%
Total Cost of Materials	\$ 8,685.28	\$ 8,685.28
Total Cost of Labor & Materials	\$ 16,831.28	\$ 17,565.28
<u>Materials</u>	CONTRACTOR'S CERTIFIED COST + _____ %	
Traditional A/C	15%	15%
CIS(Present Vendor 24-25)	15%	15%

INTEROFFICE MEMORANDUM

TO: DR. PAUL ROMANELLI
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: GATES AND CHAIN LINK FENCING

DATE: 5/1/2025

CC: E. PELLATI, J. BOSSE

A request for sealed bids for Gates and Chain Link Fencing (Bid #2502) was advertised in Newsday and the Islip Bulletin on Thursday, March 20, 2025. This bid was also advertised on the West Islip Website.

A total of Thirteen (13) bids were mailed to prospective bidders. A total of four (4) bids were returned. These six (6) bids were opened on April 7, 2025.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for Gates and Chain Link Fencing be awarded to:

All Island Fence & Railings

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

West Islip UFSD
Gates and Chain Link Fencing
Bid #2502 4/07/25

Fence Installation Labor

<u>Company</u>	<u>Price per Ft.</u> <u>0-199'</u>	<u>Price per Ft.</u> <u>200-299'</u>	<u>Price per Ft.</u> <u>1000'+</u>	<u>Prompt Pay</u> <u>Discount</u>
All Island Fence	\$ 15.00	\$ 15.00	\$ 15.00	3%
	\$ 14.55	\$ 14.55	\$ 14.55	
Ideal Fence	\$ 18.00	\$ 16.00	\$ 13.00	4%
	\$ 17.28	\$ 15.36	\$ 12.48	
Residential Fence	\$ 35.00	\$ 30.00	\$ 25.00	0%
Landtek	\$ 25.00	\$ 17.00	\$ 16.00	0%

Gates Installation Labor

<u>Gate</u>	<u>All Island</u>	<u>Ideal Fence</u>	<u>RFC</u>	<u>Landtek</u>
3 FT	\$ 10.00	\$ 70.00	\$ 100.00	\$ 50.00
4 Ft	\$ 10.00	\$ 75.00	\$ 100.00	\$ 100.00
5 FT	\$ 12.00	\$ 80.00	\$ 125.00	\$ 225.00
6 Ft	\$ 12.00	\$ 95.00	\$ 125.00	\$ 275.00
8 Ft	\$ 16.00	\$ 100.00	\$ 200.00	\$ 350.00
10 FT	\$ 20.00	\$ 120.00	\$ 250.00	\$ 375.00
12 FT	\$ 22.00	\$ 145.00	\$ 300.00	\$ 375.00
14 FT	\$ 25.00	\$ 160.00	\$ 350.00	\$ 400.00
18 Ft	\$ 25.00	\$ 180.00	\$ 400.00	\$ 425.00
20 FT	\$ 28.00	\$ 200.00	\$ 600.00	\$ 425.00
Prompt Pay Disc	3%	4%	0%	0%
<u>Labor/Hr.</u>				
Mechanic	\$ 110.00	\$ 142.00	\$ 225.00	\$ 175.00
Helper	\$ 99.00	\$ 108.00	\$ 175.00	\$ 165.00

Parts and Materials will be Certified Cost + _____ %

All Island Fence	1%
Idea; Fence	14%
Residential Fence	25%
Landtek	0%

INTEROFFICE MEMORANDUM

TO: DR. PAUL ROMANELLI
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: PRINTING BID AWARD

DATE: 4/24/2025

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 #2503) for the 2025-2026 school year was advertised in Newsday and the Islip Bulletin on Thursday, March 20, 2025. The bid was also advertised on the West Islip website.

A total of fourteen (14) bid applications were mailed to prospective bidders. A total of seven (7) bids were returned. These seven (7) bids were opened on April 7, 2025.

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	Total	2 Color	Additional Charges	Total	2 Color	Additional Charges	Total	1 Color	Additional Charges	Total
Tobay Printing	\$ 1,433.00	\$ 0	\$ 1,433.00	\$ 1,353.00	\$ 0	\$ 1,353.00	\$ 1,844.00	\$ 0	\$ 1,844.00	\$ 1,550.00	\$ 0	\$ 1,550.00
Graphic Image	\$ 1,957.00	\$ 0	\$ 1,957.00	\$ 1,399.00	\$ 0	\$ 1,399.00	\$ 3,019.00	\$ 0	\$ 3,019.00	\$ 1,870.00	\$ 0	\$ 1,870.00
All Color	\$ 1,830.00	\$ 0	\$ 1,830.00	\$ 1,395.00	\$ 0	\$ 1,395.00	\$ 3,180.00	\$ 0	\$ 3,180.00	\$ 1,895.00	0	\$ 1,895.00
Courier	\$ 1,874.00	\$ 0	\$ 1,874.00	\$ 1,559.00	\$ 0	\$ 1,559.00	\$ 2,425.00	\$ 0	\$ 2,425.00	\$ 1,874.00	\$ 0	\$ 1,874.00
Sav-on	\$ 2,435.00	\$ 0	\$ 2,435.00	\$ 1,680.00	\$ 0	\$ 1,680.00	\$ 3,362.00	\$ 0	\$ 3,362.00	\$ 2,570.00	\$ 0	\$ 2,570.00
R & J Graphics	\$ 2,160.00	\$ 0	\$ 2,160.00	\$ 1,695.00	\$ 0	\$ 1,695.00	\$ 3,760.00	\$ 0	\$ 3,760.00	\$ 2,240.00	\$ 0	\$ 2,240.00
Indiana	\$ 1,731.89	\$ 0	\$ 1,731.89	\$ 1,731.53	\$ 0	\$ 1,731.53	\$ 5,047.97	\$ 0	\$ 5,047.97	\$ 3,020.80	\$ 0	\$ 3,020.80
	\$ -	\$ 0	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ 0	\$ -
	\$ -	\$ 0	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ 0	\$ -

Total Cost	
All Publications	\$ 16,035.00
Tobay Printing	\$ 18,914.00
Graphic Image	\$ 18,953.00
All Color	\$ 19,973.00
Courier	\$ 22,012.00
Sav-On	\$ 23,375.00
R & J Graphics	\$ 24,843.33
R & J Graphics	\$ -
	\$ -

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

Health & Wellness (2X/Yr)				Postcard Mailer (2X/Yr)-51/2 x 81/2				Postcard Mailer (1X/Yr)-8 1/2 x 11			
Additional		Additional		Additional		Additional		Additional		Additional	
2 Color	Charges	Total	Color	Charges	Total	Color	Charges	Total	Color	Charges	Total
\$1,353.00	\$0	\$1,353.00		\$1,294.00	\$0	\$1,294.00		\$1,294.00	\$1,578.00	\$0	\$1,578.00
\$1,399.00	\$0	\$1,399.00		\$1,254.00	\$0	\$1,254.00		\$1,254.00	\$1,536.00	\$0	\$1,536.00
\$1,395.00	0	\$1,395.00		\$1,274.00	\$0	\$1,274.00		\$1,274.00	\$1,590.00	\$0	\$1,590.00
\$1,559.00	\$0	\$1,559.00		\$1,663.00	\$0	\$1,663.00		\$1,663.00	\$2,049.00	\$0	\$2,049.00
\$1,680.00	\$0	\$1,680.00		\$1,050.00	\$0	\$1,050.00		\$1,050.00	\$1,500.00	\$0	\$1,500.00
\$2,675.00	\$0	\$2,675.00		\$1,145.00	\$0	\$1,145.00		\$1,145.00	\$1,480.00	\$0	\$1,480.00
\$2,168.89	\$0	\$2,168.89		\$1,406.89	\$0	\$1,406.89		\$1,406.89	\$2,128.36	\$0	\$2,128.36
\$ -	\$0	\$ -		\$ -	\$0	\$ -		\$ -	\$ -	\$0	\$ -
\$ -	\$0	\$ -		\$ -	\$0	\$ -		\$ -	\$ -	\$0	\$ -

INTEROFFICE MEMORANDUM

TO: DR, PAUL ROMANELLI
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: ATHLETIC UNIFORMS

DATE: 4/24/2025

CC: E. PELLATI, T. HORAN

A request for sealed bids for Athletic Uniforms (Bid #2504) for the West Islip School District was advertised in Newsday and the Islip Bulletin on Thursday, March 20, 2025. This bid was also advertised on the West Islip website.

A total of twenty (20) bids were mailed to prospective bidders. A total of three (3) bids were returned. The three(3) bids were opened on April 8, 2025.

RECOMMENDATION:

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

Sportsman's	Total Cost: Varsity Boys Basketball, Varsity Girls Basketball, Varsity Girls Swim Beach Girls Basketball, Udall Girls Basketball	\$17,113.65
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BSN Sports	Varsity/JV Wrestling, Varsity Flag Football	\$13,428.20
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Please see the attached spreadsheet for details with regard to this bid. Please contact me with any questions.

West Islip UFSD
Athletic Uniforms
Bid #2504, April 8, 2025

<u>Category</u>	<u>Quantity</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>
Varsity Boy's Basketball				Sub
Under Armour #UJKJP3M				HP
Jersey				
Small	3	\$ 54.90	\$ 69.99	\$ 78.00
Medium	10	\$ 54.90	\$ 69.99	\$ 78.00
Large	7	\$ 54.90	\$ 69.99	\$ 78.00
XLarge	2	\$ 54.90	\$ 69.99	\$ 78.00
Total		\$ 1,207.80	\$ 1,539.78	\$ 1,716.00

<u>Category</u>	<u>Quantity</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>
Varsity Boy's Basketball				Sub
Under Armour #UJKSP3M				HP
Shorts				
Small	3	\$ 54.90	\$ 67.99	\$ 74.00
Medium	10	\$ 54.90	\$ 67.99	\$ 74.00
Large	7	\$ 54.90	\$ 67.99	\$ 74.00
XLarge	2	\$ 54.90	\$ 67.99	\$ 74.00
Total		\$ 1,207.80	\$ 1,495.78	\$ 1,628.00

<u>Category</u>	<u>Quantity</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>
Varisty Boy's Basketball				Sub
Under Armour #UJKJP3M				HP
Jersey				
Small	3	\$ 54.90	\$ 69.99	\$ 78.00
Medium	10	\$ 54.90	\$ 69.99	\$ 78.00
Large	7	\$ 54.90	\$ 69.99	\$ 78.00
XLarge	2	\$ 54.90	\$ 69.99	\$ 78.00
Total		\$ 1,207.80	\$ 1,539.78	\$ 1,716.00

Category
Varsity Boy's Basketball
Under Armour #UKJSP3M

<i>Shorts</i>				
Small	3	\$ 54.90	\$ 67.99	\$ 74.00
Medium	10	\$ 54.90	\$ 67.99	\$ 74.00
Large	7	\$ 54.90	\$ 67.99	\$ 74.00
XLarge	2	\$ 54.90	\$ 67.99	\$ 74.00
Total		\$ 1,207.80	\$ 1,495.78	\$ 1,628.00

Sportsman's
BSN Sports
Riddell All Amer.
Sub
HP

Category
Varsity Boy's Basketball
Under Armour #UTUKT680M

<i>Shooter Shirt</i>				
Small	5	\$ 32.80	\$ 42.99	\$ 82.00
Medium	12	\$ 32.80	\$ 42.99	\$ 82.00
Large	6	\$ 32.80	\$ 42.99	\$ 82.00
XLarge	2	\$ 32.80	\$ 42.99	\$ 82.00
Total		\$ 820.00	\$ 1,074.75	\$ 2,050.00

Sportsman's
BSN Sports
Riddell All Amer.
Sub
HP

Category
Varsity Boy's Basketball
BSN #BA5729

<i>Jersey</i>				
Small	5	\$ 18.95	\$ 19.96	\$ 17.10
Medium	10	\$ 18.95	\$ 19.96	\$ 17.10
Large	10	\$ 18.95	\$ 19.96	\$ 17.10
XLarge	10	\$ 18.95	\$ 19.96	\$ 17.10
Total		\$ 663.25	\$ 698.60	\$ 598.50

Sportsman's
BSN Sports
Riddell All Amer.
Sub
Alleson
Alleson

Category	Sportsman's	Sports	All Amer.
Varsity Girl's Basketball			
Under Armour #UKJP3M			
Jersey			
Xsmall	\$ 54.90	\$ 69.99	\$ 78.00
Small	\$ 54.90	\$ 69.99	\$ 78.00
Medium	\$ 54.90	\$ 69.99	\$ 78.00
Large	\$ 54.90	\$ 69.99	\$ 78.00
Xlarge	\$ 54.90	\$ 69.99	\$ 78.00
Total	\$ 1,098.00	\$ 1,399.80	\$ 1,560.00

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	<u>Riddell All Amer.</u>
Varsity Girl's Basketball			
Under Armour #UKJSP3M			
<i>Shorts</i>			
Xsmall	\$ 54.90	\$ 67.99	\$ 74.00
Small	\$ 54.90	\$ 67.99	\$ 74.00
Medium	\$ 54.90	\$ 67.99	\$ 74.00
Large	\$ 54.90	\$ 67.99	\$ 74.00
XLarge	\$ 54.90	\$ 67.99	\$ 74.00
Total	\$ 1,098.00	\$ 1,359.80	\$ 1,480.00

<u>Category</u>	<u>Sportsman's</u>	<u>BSN Sports</u>	Riddell All Amer.
Varsity Girl's Basketball			
Under Armour #UUK.JP3M			
Jersey			
XSmall			
Small			
Medium			
Large			
Xlarge			
Total	\$ 1,098.00	\$ 1,399.80	\$ 1,560.00

Category
Varsity Girl's Basketball
Under Armour #UJKSP3M
Shorts
Xsmall
Small
Medium
Large
Xlarge

Sportsman's		BSN	Riddell
		Sports	All Amer.
UJLSP3W			Sub
			HP
2	\$ 54.90	\$ 67.99	\$ 74.00
4	\$ 54.90	\$ 67.99	\$ 74.00
9	\$ 54.90	\$ 67.99	\$ 74.00
3	\$ 54.90	\$ 67.99	\$ 74.00
2	\$ 54.90	\$ 67.99	\$ 74.00
Total	\$ 1,098.00	\$ 1,359.80	\$ 1,480.00

Category
Varsity Girl's Basketball
Under Armour #UKJTL1W
Shooter Shirt
Xsmall
Small
Medium
Large
Xlarge

Sportsman's		BSN	Riddell
		Sports	All Amer.
UKT680W			Sub
			HP
2	\$ 32.80	\$ 57.99	\$ 82.00
4	\$ 32.80	\$ 57.99	\$ 82.00
9	\$ 32.80	\$ 57.99	\$ 82.00
3	\$ 32.80	\$ 57.99	\$ 82.00
2	\$ 32.80	\$ 57.99	\$ 82.00
Total	\$ 656.00	\$ 1,159.80	\$ 1,640.00

Category
Varsity/JV Wrestling
Nike #NKSTKSINGGE
Singlet
Xsmall
Small
Medium
Large
Xlarge

Sportsman's		BSN	Riddell
		Sports	All Amer.
			Sub
			HP
8	\$ 85.00	\$ 86.99	\$ 49.60
12	\$ 85.00	\$ 86.99	\$ 49.60
30	\$ 85.00	\$ 86.99	\$ 49.60
10	\$ 85.00	\$ 86.99	\$ 49.60
5	\$ 85.00	\$ 86.99	\$ 49.60
Total	\$ 5,525.00	\$ 5,654.35	\$ 3,224.00

NOTE: Sportsman's had a problem with delivery of Nike Track item numbers from last year's bid (#2409). Non-Delivery of Track Uniforms has caused a problem. Tim would like to go with BSN on this vendor in light of these issues.

Category
Varsity/JV Wrestling

BSN #BSN70856Z

Hoodie

Small

Medium

Large

Xlarge

Sportsman's **BSN** **Riddell**
Sports **All Amer.**

No Bid

No Bid

15

\$ 46.80

20

\$ 46.80

8

\$ 46.80

2

\$ 46.80

Total

\$ 2,106.00

Category

Varsity/JV Wrestling

BSN #BSN70108Z

Warmup Jacket

Xsmall

Small

Medium

Large

Xlarge

Sportsman's **BSN** **Riddell**
Sports **All Amer.**

No Bid

No Bid

5

\$ 68.85

8

\$ 68.85

7

\$ 68.85

3

\$ 68.85

2

\$ 68.85

Total

\$ 1,721.25

Category

Varsity/JV Wrestling

BSN #70876Z

Cuff Pant

Xsmall

Small

Medium

Large

Xlarge

Sportsman's **BSN** **Riddell**
Sports **All Amer.**

No Bid

No Bid

5

\$ 53.10

8

\$ 53.10

7

\$ 53.10

3

\$ 53.10

2

\$ 53.10

Total

\$ 1,327.50

Category
Varsity Flag Football
 Don Alleson #1254000
 Warm Up Hooded Top

	<u>Sportsman's</u>	<u>BSN</u>	<u>Riddell</u>
	<u>Sub</u>	<u>Sports</u>	<u>All Amer.</u>
	Badger		No Bid
	125400		
10	\$ 24.20	\$ 28.99	
20	\$ 24.20	\$ 28.99	
10	\$ 24.20	\$ 28.99	
5	\$ 24.20	\$ 28.99	
Total	\$ 1,089.00	\$ 1,304.55	

After review Athletic Department will stay with
 Don Alleson item number

Category
Varsity Flag Football
 Don Alleson

	<u>Sportsman's</u>	<u>BSN</u>	<u>Riddell</u>
	<u>Sub</u>	<u>Sports</u>	<u>All Amer.</u>
	Badger		No Bid
	121500		
10	\$ 22.95	\$ 36.99	
20	\$ 22.95	\$ 26.99	
10	\$ 22.95	\$ 26.99	
5	\$ 22.95	\$ 26.99	
Total	\$ 1,032.75	\$ 1,314.55	

After review Athletic Department will stay with
 Don Alleson item number

Category
Varsity Girls Swim
 Holloay #229162
 Conquest Jacket

	<u>Sportsman's</u>	<u>BSN</u>	<u>Riddell</u>
		<u>Sports</u>	<u>All Amer.</u>
5	\$ 96.20	\$ 112.99	\$ 113.95
9	\$ 96.20	\$ 112.99	\$ 113.95
6	\$ 96.20	\$ 112.99	\$ 113.95
Total	\$ 1,924.00	\$ 2,259.80	\$ 2,279.00

<u>Category</u>	<u>Sportsman's</u>	<u>BSN</u>	<u>Riddell</u>
<i>Beach Girls Basketball</i>	<i>Sub</i>	<i>Sports</i>	<i>All Amer.</i>
BSN/Custom 3PT	Team48		
Reversible Jersey	T48SUBSSY		No Bid
Xsmall/Ylarge	\$ 38.80	\$ 47.25	
small	\$ 38.80	\$ 47.25	
Medium	\$ 38.80	\$ 47.25	
Large	\$ 38.80	\$ 47.25	
Total	\$ 1,008.80	\$ 1,228.50	

After review Athletic Dpartment has chosen to go with the Team 48 substitute item number

<u>Category</u>	<u>Sportsman's</u>	<u>BSN</u>	<u>Riddell</u>
<i>Beach Girls Basketball</i>	<i>Sub</i>	<i>Sports</i>	<i>All Amer.</i>
BSN/Custom 3PT	Team48		
Shorts	T48SUBSHORT		No Bid
Xsmall/Ylarge	\$ 34.80	\$ 40.05	
small	\$ 34.80	\$ 40.05	
Medium	\$ 34.80	\$ 40.05	
Large	\$ 34.80	\$ 40.05	
Total	\$ 904.80	\$ 1,041.30	

After review Athletic Dpartment has chosen to go with the Team 48 substitute item number

<u>Category</u>	<u>Sportsman's</u>	<u>BSN</u>	<u>Riddell</u>
<i>Udall Girls Basketball</i>	<i>Sub</i>	<i>Sports</i>	<i>All Amer.</i>
BSN/Custom 3PT	Team48		Sub
Reversible Jersey	T48SubJS4		Alleson
Xsmall/Ylarge	\$ 38.80	\$ 47.25	650W
Small	\$ 38.80	\$ 47.25	\$ 29.80
Medium	\$ 38.80	\$ 47.25	\$ 29.80
Large	\$ 38.80	\$ 47.25	\$ 29.80
Total	\$ 1,008.80	\$ 1,228.50	\$ 774.80

After review Athletic Dpartment has chosen to go with the Team 48 substitute item number

Category	Sportsman's	BSN	Riddell
Udall Girls Basketball		Sports	All Amer.
BSN/Custom 3PT	Sub		Sub
Reversible Jersey	Team48		Alleson
Xsmall/ylarge	T48Subshort		
Small	\$ 34.80	\$ 40.05	\$ 11.90
Medium	\$ 34.80	\$ 40.05	\$ 11.90
Large	\$ 34.80	\$ 40.05	\$ 11.90
Total	\$ 904.80	\$ 1,041.30	\$ 309.40
Grand Total			
	\$ 17,113.65	\$ 13,428.20	\$ -

After review Athletic Dpartment has chosen to go with the Team 48 substitute item number

INTEROFFICE MEMORANDUM

TO: DR. PAUL ROMANELLI
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: PURCHASE OF NEW BUILDINGS & GROUNDS UNIFORMS

DATE: 4/28/2025

CC: E. PELLATI, J. BOSSE

A request for sealed bids for the Purchase of New Buildings and Grounds Uniforms (Bid #2505) was advertised in Newsday and the Islip Bulletin on Thursday, March 20, 2025. This bid was also advertised on the West Islip District website.

A total of twelve (12) bids were mailed to prospective bidders. A total of two (2) were returned. The two (2) bids were opened on April 8, 2025.

RECOMMENDATION:

Based on low bid meeting specifications that the contract for the Purchase of New Buildings and Grounds Uniforms is awarded to:

Woods Mens and Boys Clothing

Total: \$13,719.90

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

Approximate Annual Order		(Assuming 65 crew members)				Woods		Star
Description	Size	Make/Model	# Crew	# Each	Quantity	Cost Each	Cost Each	
Work T Shirt	Sm - XL	Gildan G5000	55	2	110	\$ 4.88	\$4.73	
Work T Shirt	2XL-3XL	Gildan G5000	10	2	20	\$ 7.68	\$7.39	
Work Polo/golf shirt	Sm - XL	Gildan G880	55	2	110	\$ 10.88	\$10.69	
Work Polo/golf shirt	2XL-3XL	Gildan G880	10	2	20	\$15.48	\$13.03	
Work pants (red cap style)	28-40	RedCap PT20	35	3	105	\$22.24	\$20.83	
Work pants (red cap style)	42+	RedCap PT20	10	3	30	\$24.44	\$23.95	
Work Jeans (red cap style)	28-40	RedCap PD60	30	3	90	\$26.24	\$36.84	
536.Work Jeans (red cap style)	42+	RedCap PD60	10	3	30	\$28.24	\$36.84	
Lightweight crew sweatshirt	Sm - XL	Gildan G180	55	1	55	\$12.44	\$12.03	
Lightweight crew sweatshirt	2XL-3XL	Gildan G180	10	1	10	\$17.90	\$14.95	
Hoodie Sweatshirt	Sm - XL	Gildan G185	35	1	35	\$16.88	\$16.03	
Hoodie Sweatshirt	2XL-3XL	Gildan G185	10	1	10	\$22.24	\$19.49	
Lightweight work jacket	Sm - 3XL	Wearguard GLS-414	25	1	25	\$35.90	\$53.99	
Winter work jacket hooded	Sm - 3XL	Carhartt Sherpa 104392	25	1	25	\$106.88	\$96.95	
					Total	\$13,719.90	\$14,771.93	

INTEROFFICE MEMORANDUM

TO: DR. PAUL ROMANELLI
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: PURCHASE OF NEW METROLOGY GRADE 3D SCANNER

DATE: APRIL 24, 2025

CC: E. PELLATI, B. BUONOMO

A request for sealed bids for Purchase of a New Metrology Grade 3D Scanner (Bid #2506) was advertised in Newsday and the Islip Bulletin on Thursday, March 20, 2025. This bid was also advertised on the West Islip District website.

A total of five (5) bids were mailed to prospective bidders. A total of two (2) was returned. The two (2) bids were opened on April 8, 2025.

RECOMMENDATION:

Based on the bid meeting specifications that the contract for Purchase of New Metrology Grade 3D Scanner is awarded to:

Cimquest, Inc.

Total cost of the Metrology 3D Scanner to the West Islip UFSD: \$33,535.00

Please see attached summary for details. If there are any further questions please contact me.

West Islip UFSD
Purchase of Metrology 3D Scanner
Bid #2506, 4/8/25

<u>Vendor</u>	<u>Shinning 3D Scanner</u>	<u>KSCAN-X System</u>
<i>Cimquest, Inc</i>	\$ 33,535.00	
<i>Burston Precision</i>		\$ 60,940.00

***Note** - The Shinning Freescan Combo + Hand held 3D Scanner (or its equivalent) was identified in the bid specifications as the scanner of choice for the district.

Brian Buonomo, Lead teacher for Engineering Technology did a comparison between the Cinquest Shinning 3D Scanner and the Burton Presision KSCAN-X System and came up with the following

Evaluation/Conclusion

The Cimqust Shinnning 3D Scanner best fits the desired application in the classroom based on the following points:

- 1. The software controls are better suited to match the learning objectives for students*
- 2. The scanner does not require reflective targets for high precision scanning*
- 3. The scan modes are optimized for reverse engineering scanning, freeform organic shapes and the high precision required for metrology based part inspection*

Rejection of Bid from Burton Precision

- 1. Significant cost incrase over budget*
- 2. The Burrton Precsiion Scanner did not meet the needs specified in the bid specifications*
- 3. The scanner requires reflective targets and is not ideal for for the West Islip use case*

Board of Cooperative Educational Services
First Supervisory District of Suffolk County

Multi-Year Service Agreement

District: West Islip Union Free School District

Project Number
and Name: WI-49-031325-2025-2029//Xerox Networked Copiers

Co-Ser Number
and Name: 601-7710- R012 – Multi Year Networked Copiers Project

48 Months

07/01/2025: Upon execution by both parties End Date: 12/31/2029 (6 months after est.
last payment)

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: Elisa Pellati

BOCES:

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

Regional Information Center
750 Waverly Avenue
Holtsville, NY 11742
Attention: Darlene 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: _____
Superintendent Date

By: _____
Board of Education President Date

BOCES

By: _____
Chief Operating Officer Date

By: _____
Board President Date

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



Administrative Network Copier Proposal

WI-49-031325-2025-2029//Xerox Networked Copiers

West Islip Union Free School District

Project Description

West Islip UFSD, a participant in Financial and District Services, has requested a multi-year installment project for (32) Thirty-two Xerox Networked Copiers. The copiers will support administrative functions throughout the district. This project replaces copiers from project # WI-49-100120-2020-2024 and WI-49-100516-2016-2020.

CMR#: TAS-011

CoSer: 601 R012

District		BOCES	
Name	Elisa Pellati	Name	Donna Siegel
Number	631-930-1530	Number	631-419-1640
email	e.pellati@wi.k12.ny.us	email	dsiegel@esboces.org

Hardware

	Item	Price	Quantity	Total Cost
	Contract: ES BOCES Bid# 2025-044-0402			
1	48 Month Deferred Payment Plan for 5 (five) Xerox B9100 - network copier, printer, scanner - equipped as per bid specs @ \$285.58 per month. ADD: MSICHUTE K @ \$5.25 per month, PRBOOKFN @ \$130 per month, STAPLER2 - convenience stapler @ \$3.58 per month, and B91MSI at no additional cost. REMOVE: PR Finisher PRSTFIN @ (\$93.10) per month and 1LINEFAXE @ (\$12.48) per month. Total monthly cost of \$318.83 per month for 48 months. Total cost per unit \$15,303.84.	\$15,303.84	5	\$76,519.20
2	48 Month Deferred Payment Plan for 1 (one) Xerox B9100 - network copier, printer, scanner - equipped as per bid specs @ \$280.32 per month. ADD: MSICHUTE K @ \$5.25 per month, PRBOOKFN @ \$130 per month, HCF2T - 2 high capacity feeder trays @ \$46.88 per month, STAPLER2 - convenience stapler @ \$3.58 per month, and B91MSI at no additional cost. REMOVE: PR Finisher PRSTFIN @ (\$93.10) per month and 1LINEFAXE @ (\$12.48) per month. Total monthly cost of \$360.45 per month for 48 months. Total cost per unit \$17,301.60	\$17,301.60	1	\$17,301.60
3	48 Month Deferred Payment Plan for 5 (five) Xerox B9100 - network copier, printer, scanner - equipped as per bid specs @ \$285.58 per month. ADD: MSICHUTE K @ \$5.25 per month, STAPLER2 - convenience stapler @ \$3.58 per month, and B91MSI at no additional cost. REMOVE: 1LINEFAXE @ (\$12.48) per month. Total monthly cost of \$281.93 per month for 48 months. Total cost per unit \$13,532.64.	\$13,532.64	5	\$67,663.20
4	48 Month Deferred Payment Plan for 3 (three) Xerox B9125 - network copier, printer, scanner - equipped as per bid specs @ \$334.55 per month. ADD: HCF2T - 2 tray high capacity feeder @ \$46.88 per month, STAPLER2 - Convenience Stapler @ \$4.48 per month, and PRBOOKFN @ \$130 per month, REMOVE: PRSTFIN - PR Standard Finisher @ (\$93.10) per month. Total monthly cost of \$422.81 per month for 48 months. Total cost per unit \$20,294.88.	\$20,294.88	3	\$60,884.64



Administrative Network Copier Proposal

WI-49-031325-2025-2029//Xerox Networked Copiers

West Islip Union Free School District

5	48 Month Deferred Payment Plan for 2 (two) Xerox B9125 - network copier, printer, scanner - equipped as per bid specs @ \$334.56 per month. ADD: STAPLER2 - Convenience Stapler @ \$4.48 per month, and MSICHUTE @ \$5.25 per month. Total monthly cost of \$344.29 per month for 48 months. Total cost per unit \$16,525.92.	\$16,525.92	2	\$33,051.84
6	48 Month Deferred Payment Plan for 2 (two) Xerox B8255H - network copier, printer, scanner - equipped as per bid specs @ \$115.30 per month. ADD: OFC-81 @ \$15.42 per month, and FAX-1LINE - 1 fax line @ \$7.98 per month. Total monthly cost \$138.70 per month for 48 months. Total cost per unit \$6,657.60.	\$6,657.60	2	\$13,315.20
7	48 Month Deferred Payment Plan for 1 (one) Xerox B8255H - network copier, printer, scanner - equipped as per bid specs @ \$115.30 per month. ADD: OFC-81 @ \$15.42 per month. Total monthly cost of \$130.72 per month for 48 months. Total cost per unit \$6,274.56.	\$6,274.56	1	\$6,274.56
8	48 Month Deferred Payment Plan for 3 (three) Xerox C8270H - network copier, printer, scanner - equipped as per bid specs @ \$155.44 per month. ADD: BRFB-81 - Booklet maker with 2/3 hole punch @ \$39.98 per month. REMOVE: Office Finisher - OFC-81 @ (\$15.42) per month and 1 Line Fax - FAX-1LINE @ (\$7.98) per month. Total monthly cost of \$172.02 per month for 48 months. Total cost per unit \$8,256.96.	\$8,256.96	3	\$24,770.88
9	48 Month Deferred Payment Plan for 3 (three) Xerox C8270H - network copier, printer, scanner - equipped as per bid specs @ \$155.43 per month. ADD: BRFB-81 - Booklet Maker with 2/3 hole punch @ \$39.98 per month and STPLKIT81 - Convenience Stapler with surface @ \$6.23 per month. REMOVE: Office Finisher - OFC-81 @ (\$15.42) per month. Total monthly cost of \$186.22 per month for 48 months. Total cost per unit \$8,938.56.	\$8,938.56	3	\$26,815.68
10	48 Month Deferred Payment Plan for 3 (three) Xerox C8270H - network copier, printer, scanner - equipped as per bid specs @ \$155.44 per month. ADD: BRFB-81 - Booklet Maker with 2/3 hole punch @ \$39.98 per month. REMOVE: Office Finisher - OFC-81 @ (\$15.42) per month. Total monthly cost of \$180.00 per month for 48 months. Total cost per unit \$8,640.00.	\$8,640.00	3	\$25,920.00
11	48 Month Deferred Payment Plan for 1 (one) Xerox C8270H - network copier, printer, scanner - equipped as per bid specs @ \$155.44 per month. ADD: BRF-81 - Booklet Maker with 2/3 hole punch @ \$24.50 per month. REMOVE: Office Finisher - OFC-81 @ (\$15.42) per month. Total monthly cost of \$164.52 per month for 48 months. Total cost per unit \$7,896.96	\$7,896.96	1	\$7,896.96



Administrative Network Copier Proposal

WI-49-031325-2025-2029//Xerox Networked Copiers

West Islip Union Free School District

12	48 Month Deferred Payment Plan for 1 (one) Xerox B625DN - network copier, printer, scanner, fax - equipped as per bid specs @ \$48.46 per month. REMOVE: Stand @ (\$4.15) per month. Total monthly cost of \$44.31 per month for 48 months. Total cost per unit \$2,126.88.	\$2,126.88	1	\$2,126.88
13	48 Month Deferred Payment Plan for 1 (one) Xerox C9070H - network copier, printer, scanner - equipped as per bid specs @ \$165.68 per month. ADD: BRBOOKFIN - Book Finisher with 2/3/ hole punch @ \$47.50 per month, BRCZFLD - BR X/Z folder @ \$50.10 per month, FAXLINE-1 - fax line kit @ \$12.48 per month, PS4DMPSVR - Postscript DMP @ \$7.42 per month, and CONVSTPL - convenience stapler @ \$3.75 per month. REMOVE: BRF-81 - Booklet Maker with 2/3 hole punch @ (\$24.50) per month. Total monthly cost of \$262.43 per month for 48 months. Total cost per unit \$12,596.64.	\$12,596.64	1	\$12,596.64
14	48 Month Deferred Payment Plan for 2 (two) Xerox DMPCTRI for the Xerox C9070H units. Monthly cost of \$49.79 per month for 48 months. Total cost per unit \$2,389.92	\$2,389.92	2	\$4,779.84
15	48 Month Deferred Payment Plan for 1 (one) Xerox C9070H - network copier, printer, scanner - equipped as per bid specs @ \$93.60 per month. ADD: BRBOOKFIN - Book Finisher with 2/3/ hole punch @ \$202.08 per month, BRCZFLD - BR X/Z folder @ \$51.25 per month, HCF1T - Hi-Cap Feeder @ \$26.67 per month, and PS4DMPSVR - Postscript DMP @ \$7.42 per month. REMOVE: BRF-81 - Booklet Maker with 2/3 hole punch @ (\$24.50) per month. Total monthly cost of \$356.52 per month for 48 months. Total cost per unit \$17,112.96.17	\$17,112.96	1	\$17,112.96

Hardware Total

\$397,030.08

Maintenance

	Item	Price	Quantity	Total Cost
	Contract: ES BOCES Bid# 2025-044-0402			
16	Pooled Monthly Maintenance for (30) thirty Xerox Copiers includes 1,271,000 black and white copies monthly or 15,252,000 annually. These copies will be added to Pool Id #200000744. Excess copies over the 15,252,000 annual allowance will be billed at \$0.0042 per copy. The (2) two C9070 units are not included in the pool.			
17	Pooled Monthly Maintenance for (11) eleven B9100 Xerox copiers. Maintenance includes 65,000 black and white copies per month plus \$30.00 per month base service charge. Total monthly cost of \$303 per unit. Total maintenance for 11 units cost \$3,333.00. Maintenance includes all parts, labor, staples, and supplies (except paper).	\$3,333.00	48	\$159,984.00



Administrative Network Copier Proposal

WI-49-031325-2025-2029//Xerox Networked Copiers

West Islip Union Free School District

18	Pooled Monthly Maintenance for (5) five B9125 Xerox copiers. Maintenance includes 85,000 black and white copies per month plus \$30 per unit monthly base service charge. Total monthly cost of \$387 per unit. Total maintenance for 5 units cost \$1,935. Maintenance includes all parts, labor, staples, and supplies (except paper).	\$1,935.00	48	\$92,880.00
19	Pooled Monthly Maintenance for (3) three B8255 Xerox copiers. Maintenance includes 10,000 black and white copies per month. Total monthly cost of \$48 per unit. Total maintenance for 3 units cost \$144. Maintenance includes all parts, labor, staples, and supplies (except paper).	\$144.00	48	\$6,912.00
20	Pooled Monthly Maintenance for (10) ten C8270 Xerox copiers. Maintenance includes 10,000 black and white copies per month plus \$20 per unit base service charge. Total monthly cost of \$66 per unit. Total monthly maintenance for 10 units cost \$660. Maintenance includes all parts, labor, staples, and supplies (except paper).	\$660.00	48	\$31,680.00
21	Pooled Monthly Maintenance for (1) one B625DN Xerox copiers. Maintenance includes 1,000 black and white copies per month. Total monthly maintenance cost \$14.90 per unit. Maintenance includes all parts, labor, staples, and supplies (except paper).	\$14.90	48	\$715.20
22	Estimated monthly black and white volume for (2) C9070 copies is 32,000 per month or 384,000 annually. Billed as a cost per copy. Black and white copies cost \$0.0059 each. Black and white copies will be billed and reconciled quarterly. Estimated total monthly cost for (2) units is \$188.80.	\$188.80	48	\$9,062.40
23	Pooled color monthly maintenance for (2) C9070 Xerox copiers includes total 8,000 copies for both units per month plus a \$25 base fee per unit. Total monthly cost for (2) C9070 is \$366.80. Excess copies over the 8,000 allowance per month or 96,000 will be charged \$0.0396 per color copy.	\$366.80	48	\$17,606.40
24	Estimated monthly color volume for (2) C8270 copies is 64,000 per month or 128,000 annually. Billed as a cost per copy. Color copies cost \$0.0396 per copy. Color copies will be billed and reconciled quarterly. Estimated total monthly cost for (2) units is \$2534.40.	\$2,534.40	48	\$121,651.20

Maintenance Total	\$440,491.20
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Total Hardware/Software/Maintenance Acquired	\$837,521.28
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Project Coordination Fees

Category	Total Cost	Fee %	Fee
Hardware Project Coordination Fee	\$397,030.08	15%	\$59,554.51
Software/Maintenance Project Coordination Fee	\$440,491.20	15%	\$66,073.68

Total Project Coordination Fees	\$125,628.19
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Administrative Network Copier Proposal

WI-49-031325-2025-2029//Xerox Networked Copiers

West Islip Union Free School District

	Total Cost
Hardware/Software/Maintenance Subtotal	\$837,521.28
Project Coordination Fees	\$125,628.19

Project Total	\$963,149.47
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If applicable, should the District elect to have ESBOCES recover the above-acquired equipment upon the end of the equipment's useful life, the District is responsible for erasing and reformatting all hard drives and other storage devices before they are returned to ESBOCES. The District shall also be responsible for equipment maintenance, insurance, and annual inventory reporting while in possession.

The district shall record copy usage at least annually and submit the information to Eastern Suffolk BOCES.

Authorizations

 Superintendent
 West Islip Union Free School District

DATE

 Donna Siegel
 Administrative Coordinator for Technology Acquisition Services
 Eastern Suffolk BOCES

DATE

 Darlene Roces
 RIC Director
 Eastern Suffolk BOCES

DATE

 Susan Maddi
 Director of Administrative Services
 Eastern Suffolk BOCES

DATE



DISTRICT: West Isip UFSD**COSER: 601 R012****48 MONTHS****PROJECT NUMBER****AND NAME: WI-49-031325-2025-2029//Xerox Networked Copiers**

	<u>ORIGINAL</u>	<i>Est 7/1/25</i> <u>YEAR 1</u> SY 25/26	<u>YEAR 2</u> SY 26/27	<u>YEAR 3</u> SY 27/28	<u>YEAR 4</u> SY 28/29	<u>TOTAL</u>
HARDWARE						
POOLED BW MAINTENANCE	\$397,030.08	\$99,257.52	\$99,257.52	\$99,257.52	\$99,257.52	\$397,030.08
POOLED COLOR MAINTENANCE	\$292,171.20	\$73,042.80	\$73,042.80	\$73,042.80	\$73,042.80	\$292,171.20
POOLED COLOR MAINTENANCE	\$17,606.40	\$4,401.60	\$4,401.60	\$4,401.60	\$4,401.60	\$17,606.40
*EST BLACK/WHITE CPC	\$9,062.40	\$2,265.60	\$2,265.60	\$2,265.60	\$2,265.60	\$9,062.40
*EST COLOR CPC	\$121,651.20	\$30,412.80	\$30,412.80	\$30,412.80	\$30,412.80	\$121,651.20
SUBTOTAL	\$837,521.28	\$209,380.32	\$209,380.32	\$209,380.32	\$209,380.32	\$837,521.28
BOCES FEES						
HARDWARE						
POOLED BW MAINTENANCE	\$59,554.51	\$14,888.63	\$14,888.63	\$14,888.63	\$14,888.62	\$59,554.51
POOLED BW MAINTENANCE	\$43,825.68	\$10,956.42	\$10,956.42	\$10,956.42	\$10,956.42	\$43,825.68
POOLED COLOR MAINTENANCE	\$2,640.96	\$660.24	\$660.24	\$660.24	\$660.24	\$2,640.96
*EST BLACK/WHITE CPC	\$1,359.36	\$339.84	\$339.84	\$339.84	\$339.84	\$1,359.36
*EST COLOR CPC	\$18,247.68	\$4,561.92	\$4,561.92	\$4,561.92	\$4,561.92	\$18,247.68
SUBTOTAL	\$125,628.19	\$31,407.05	\$31,407.05	\$31,407.05	\$31,407.04	\$125,628.19
GRAND TOTAL	\$963,149.47	\$240,787.37	\$240,787.37	\$240,787.37	\$240,787.36	\$963,149.47

*Estimated cost-per-copy maintenance based upon previous usage.

Service Agreement Item Removal Procedure

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

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

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



Exhibit E

Insurance Coverage Options

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

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

PLEASE SELECT EITHER OPTION 1 OR OPTION 2

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

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

Approved by:

School Superintendent Date

Board of Education President Date

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

To Be Signed Only in the Event of Theft or Vandalism

Hard Drive Erasure Confirmation Form

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

Confirmation

Upon completion of a Equipment lease, the vendor who supplied the Equipment or the vendor to whom the Equipment is transferred ("Vendor") shall erase any and all memory contained within the Equipment. The District shall witness these 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: _____
(To be supplied by ESBOCES)

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	

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

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

WHEREAS, the cost of the Administrative Technology Project # WI-49-031325-2025-2029//Xerox Networked Copiers is \$963,149.47 to be paid in equal installments over a 48-month 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 Project # WI-49-031325-2025-2029//Xerox Networked Copiers. 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 for Project WI-49-031325-2025-2029//Xerox Networked Copiers 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



**Contract
Modification
Request**

8003F.3
Page 1 of 1

Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, NY 11772

Request Number

TAS-011

Date 4 / 12 /20 25

Check One

- ☒ This is a request to modify participation in an existing Co-Ser.
☒ This is a request to participate in a new Co-Ser.

To be Completed by Person Initiating Request (May be BOCES or District Employee)

School District West Islip UFSD Service for School Year 20 25 - 20 26
School District Contact Person Elisa Pellati Telephone Number (631) 730 - 1544

If Applicable

Name/Details of Service Requested
WI-49-031325-2025-2029//Xerox Networked Copiers

To be Completed by BOCES

***** MUST BE COMPLETED *****

BOCES Contact Person Donna Siegel Telephone Number (631) 419 - 1640

ESBOCES WinCap Service Code/Sub-Service Code	No. of Units	Unit Cost (if applicable)	Fixed Cost	Total
601.170.160 - Xerox Equipment		\$	\$ 114,146.15	\$ 114,146.15
601.170.163 - Xerox Maintenance		\$	\$ 126,641.22	\$ 126,641.22
		\$	\$	\$ -
		\$	\$	\$ -
**These figures were added to West Islip's AS7 -		\$	\$	\$ -
DO NOT DUPLICATE		\$	\$	\$ -
		\$	\$	\$ -
		\$	\$	\$ -
		\$	\$	\$ -
		\$	\$	\$ -
TOTAL COST OF MODIFICATION				\$ 240,787.37

To be Completed by School District

Signature of Superintendent of School District

/ / 20
Date

When this form is completed, please forward to Director of Administrative Services
Eastern Suffolk BOCES
201 Sunrise Highway
Patchogue, NY 11772
or e-mail to contractadjustments@esboces.org