AGENDA



BOARD OF EDUCATION

April 19, 2023 7:30 p.m.

Beach Street Middle School 17 Beach Street

Submitted by:
Dr. Paul Romanelli
Superintendent of Schools

AGENDA

REGULAR MEETING OF THE BOARD OF EDUCATION April 19, 2023 REVISED

Beach Street Middle School

West Islip, New York

- I. CALL TO ORDER
- II. QUORUM COUNT
- III. APPROVAL OF MINUTES: A motion is needed to approve the minutes of the March 28, 2023 Planning Session.

IV. RECOGNITION

A) Athletics

Boys Varsity Winter Track All County ~ Rocco Carpinello

Boys Varsity Swimming & Diving All County ~ William DeWitt

Varsity Cheerleading All County ~ Allyson Sesto

Varsity Cheerleading All County ~ Jenna Tyler

Varsity Cheerleading All County Academic ~ Aneliese Ammirata

B) Stock Market ~ Long Island Competition Student Winners

Fall 2021 Winners

Jake Avella – 3rd Place

Joseph Pace – 14th Place

Fall 2022 Winners

Matthew Greenwald - 5th Place

Ryan Flynn – 13th Place

Gannon Klimuszko – 16th Place

Jake McEnaney – 27th Place

C) Student Video Showcase ~ Anastasiia Podliesna

V. ANNOUNCEMENTS:

- A) School Safety
- VI. INVITATION TO PUBLIC The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and contact information required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Signature cards must be submitted at the opening of the meeting. Each person or representative of a group will be limited to three minutes.
- VII. PERSONNEL
- VIII. CURRICULUM UPDATE

IX. REPORT OF BOARD COMMITTEES

- A) Education Committee {4/18/2023}
- B) Finance Committee {4/18/2023}
- C) Buildings and Grounds Committee {4/18/2023}
- D) Health & Wellness Alliance {4/4/2023}
- E) Safety Committee {4/18/2023}
- F) Special Education Committee {4/18/2023}

X. BUSINESS ITEMS

- A) Approval of Budget Transfers
- B) Approval of Change Order

Roland's Electric, Inc.

(\$5,000.00) credit

Oquenock Elementary

- C) Approval of Surplus
 - 1. Miscellaneous textbooks West Islip High School
 - Miscellaneous books Udall Road Middle School

- D) Approval of Bid Extensions 2023-2024
 - 1. #2201 Emerald Electric and Solar, Inc.
 - 2. #2202 Greenvelvet Tree, Inc.
 - 3. #2203 Cardinal Control Systems, Inc.
 - 4. #2204 National Fire and Safety Solutions, Inc.
 - 5. #2205 Long Island Geese Control
 - #2207 Winter Bros. Hauling of Long Island, LLC
 - 7. #2208 Riddell / All American
 - 8. #2210 Paramount Pest Elimination, Inc.
 - 9. #2211 Dynasty Elevator Corp.
 - 10. #2110 Fitzgerald's Driving School, Inc.
- E) Contracts 2022-2023
 - Half Hollow Hills Special Education Contract
 - 2. Deer Park UFSD Health Services Contract
 - 3. Syosset Central School District Health Services Contract
- F) SEDCAR ARP Contracts 2022-2023
 - ACDS
 - 2. ACLD
 - Alternatives for Children
 - Bilinguals Inc./Childhood Learning Center
 - 5. Brookville Center for Children's Services, Inc.
 - 6. Building Blocks Developmental Center
 - 7. Center for Developmental Disabilities c/o IGHL
 - 8. Connetquot Central School District of Islip
 - 9. Developmental Disabilities Institute, Inc.
 - 10. Eden II Programs
 - 11. The Hagedorn Little Village School
 - 12. Just Kids Early Childhood Learning Center
 - 13. Kids First Evaluation and Advocacy Center
 - 14. Kids in Action of L.I. Inc.
 - 15. Kidz Therapy Services, PLLC
 - Leeway School
 - 17. Little Angels Center
 - 18. Metro Therapy
 - 19. Mid Island Associates
 - 20. Mountain Lake Academy
 - 21. Nassau Services for the Autistic, Inc.
 - 22. The Opportunity Pre-School
 - 23. Suffolk County Department of Social Services
 - 24. United Cerebral Palsy of Greater Suffolk, Inc.
 - 25. Woods Services
- G) Approval of Resolution
 - 1. Donation re: New York School Insurance Reciprocal (NYSIR) \$1,000.00 →
 - 2. Increase to Budget 2022-2023

\$1,000.00

WIHS

H) Approval of Donation

West Islip Softball Booster Club - Purchase of uniforms (value approximately \$2,000.00)

XI. PRESIDENT'S REPORT

- A) Approval of Reorganizational Meeting July 11, 2023 at 7:30 p.m. at West Islip High School
- B) Discussion of 2023-2024 Regular Meeting and Planning Session dates
- C) Approval of ESBOCES 2023-2024 Administrative Budget and Trustee Election
- D) Approval of Resolution re: Adoption of the 2023-2024 School District Budget of \$134,220,230 and the 2023-2024 Property Tax Report Card
- E) Approval of Personnel for May 16, 2023 School Budget Vote and Election
- F) Approval of Resolution re: Request for Proposal of Universal Pre-Kindergarten Program 2023-2024 school year
- G) Approval of Memorandum of Agreement re: Local 237 Clerical Summer hours
- H) Approval of WITA Lease Agreement 6/1/23 5/31/24

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

PLANNING SESSION MEETING OF THE BOARD OF EDUCATION March 28, 2023 - Beach Street Middle School Media Center

PRESENT:

Mr. Tussie, Mr. Antoniello, Mrs. Brown, Mrs. Kelly, Mr. Maginniss

ABSENT:

Mr. McCann

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

ABSENT:

None

ATTORNEY:

None

Meeting called to order at 7:46 p.m.

APPROVAL OF MINUTES

Motion was made by Richard Antoniello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve the minutes of the March 9, 2023 Regular Meeting.

ANNOUNCEMENTS

PERSONNEL

Motion was made by Richard Antoniello, seconded by Peter McCann and carried when all Board members present voted in favor to approve the 3/28/23 Personnel Agenda as listed below.

TEACHERS

T-1

REGULAR SUBSTITUTE (AMENDED)

Victoria Evola, English

Effective January 30, 2023 through March 15, 2023

(High School; change in effective date from January 30, 2023 to June 30, 2023)

TEACHING ASSISTANTS

TA-1

RESIGNATION

Kerry Nowick, Special Education Effective March 29, 2023 (High School)

CIVIL SERVICE

CL-1

<u>LEAVE OF ABSENCE</u> (unpaid)

Susan Ferguson, Special Education Aide

Effective March 9, 2023 through March 22, 2023

(Bayview)

C-2

<u>RESIGNATION</u>

Jennifer Garofalo, Cafeteria Aide Effective March 29, 2023

(Beach Street)

CIVIL SERVICE

Erin Houston, Health Office Aide Effective March 11, 2023 (Beach Street)

Keely O'Connor, Part-Time Food Service Worker Effective March 18, 2023 (Beach Street)

CL-3 RETIREMENT

John McMahon, Custodial Worker I Effective March 20, 2023 (17.5 years)

CL-4 PROBATIONARY APPOINTMENT

*Jennifer Andresen, Cafeteria Aide Effective April 3, 2023 (Oquenock; Step 1; replacing Erin Houston {resigned})

Jennifer Garofalo, Part-Time Food Service Worker
Effective March 29, 2023
(Beach Street; Step 2/hr; replacing Kate Klarikaitis {resigned})

*Virginia Lynam, Cafeteria Aide

Effective April 17, 2023

(Beach Street; Step 1; replacing Jennifer Garofalo {Part-Time Food Service})

Madison Mills, Special Education Aide Effective March 27, 2023 (High School; Step 1; replacing Kathleen Mango {resigned})

*Jessica Moran, Part-Time Food Service Worker

Effective May 1, 2023

(Beach Street; \$15.90/hr; replacing Keely O'Connor {resigned})

Jodi Pacifico, Senior Office Assistant
Effective April 3, 2023
(High School; Step 1; replacing Carolyn Barbarito {reassigned})

CL-5 <u>SUBSTITUTE CUSTODIAN (\$15/hr)</u>

Jared Grimm, effective March 29, 2023 Robert Nethercott, effective March 29, 2023

CL-6 SUBSTITUTE OFFICE ASSISTANT (\$15/hr)

*Catherine Pelkowski, effective March 29, 2023

CL-7 <u>SUBSTITUTE FOOD SERVICE WORKER</u> (\$15/hr)

*Elisa Candreva, effective April 17, 2023

CL-8 RESIGNATION

Kathleen Mango, Special Education Aide Effective March 29, 2023 (High School)

*Conditional pending fingerprinting clearance

OTHER

SUBSTITUTE TEACHER (\$130 per diem)

Sofia Vega, effective March 29, 2023, student teacher

SPRING 2023 HIGH SCHOOL COACHES

BOYS TRACK

Matthew Sullivan, Per Diem Assistant Varsity Coach

INSTRUCTIONAL SWIM & FAMILY SWIM PROGRAMS 2022-2023

<u>Lifeguard \$15 per hour</u> Aidan Stueber

Motion was made by Richard Antoniello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve 2022-2023 Health Services Contract: Smithtown CSD ~ \$2,496. 88.

Motion was made by Richard Antoniello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve Professional Services Agreement - Winkler Real Estate 3/28/2023-3/31/2024.

Motion was made by Richard Antoniello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve Services Contract for Effective School Solutions, LLC 4/1/2023 – 6/30/2024 and 9/1/23 - 6/30/24.

Motion was made by Richard Antoniello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve surplus of miscellaneous books — West Islip High School and Udall Road Middle School.

Motion was made by Richard Antoniello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve Resolution re: participation in a Cooperative Bid coordinated by the Board of Cooperative Education Services of Nassau County (resolution in supplemental file).

Motion was made by Richard Antoniello, seconded by Grace Kelly and carried when all Board members present voted in favor to approve Resolution re: participation in a Cooperative Bid coordinated by the Southern Westchester Board of Cooperative Education (resolution in supplemental file).

Motion was made by Richard Antoniello, seconded by Grace Kelly and carried when all Board members present voted in favor to adjourn to Executive Session at 7:49 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:00 p.m. on motion by Richard Antoniello, seconded by Grace Kelly and carried when all board members present voted in favor.

Meeting adjourned at 9:00 p.m. on motion by Richard Antoniello, seconded by Grace Kelly and carried when all board members present voted in favor.

Respectfully submitted,

Mary Hock District Clerk

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



PERSONNEL:

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

ADMINISTRATIVE

A-1 PROBATIONARY APPOINTMENT

John Ballantyne, Assistant Principal
Effective July 1, 2023 to June 30, 2026
(High School; \$131,500; replacing Lauren Lay {reassigned})

A-2 <u>RETIREMENT</u>

Jack Maniscalco, Principal Effective July 1, 2023 (Oquenock)

TEACHERS

T-1 <u>LEAVE OF ABSENCE</u> (unpaid)

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

Jodic Abelson-Sommer, Elementary
Effective May 18, 2023 through June 30, 2023
(Manetuck)

Alexandra Kaulfers, Reading
Effective May 25, 2023 through June 30, 2023
(Paul J Bellew)

T-2 CHILD-REARING LEAVE OF ABSENCE (unpaid)

Jodie Abelson-Sommer, Elementary Effective September 1, 2023 through January 1, 2024 (Manetuck)

Elizabeth Daddi, World Languages
Effective September 1, 2023 through June 30, 2024
(High School)

T-3 <u>LEAVE OF ABSENCE</u> (unpaid)

Jaclyn Jacobs, English
Effective September 1, 2023 through June 30, 2024
(Udall)

T-4 REGULAR SUBSTITUTE

Milton Bonilla, Elementary
Effective March 27, 2023 to June 30, 2023
(Udall and Oquenock; Step .5 1; Replacing Lynnette Fawess {LOA})

TEACHERS, continued

T-4 REGULAR SUBSTITUTE, continued

Paige Fogarty, Elementary
Effective April 17, 2023 to June 30, 2023
(Paul J Bellew; Step .5 *; Replacing Alexandra Kaulfers {LOA})

Craig Perrino, Health
Effective March 27, 2023
(Beach; Step .5 ¹; Replacing Shanan Mauro {LOA})

Alyssa Bertolino, Elementary
Effective April 24, 2023 to June 30, 2023
(Manetuck, Step .5 1; Replacing Jodie Ableson-Sommer {LOA})

TEACHING ASSISTANTS

TA-1 <u>PROBATIONARY APPOINTMENT</u>

Kayleigh O'Connor, Special Education Effective April 17, 2023 to April 16, 2027 (High School; Step 5; replacing Kerry Nowick {resigned})

CIVIL SERVICE

CL-1 CHANGE IN TITLE

Maria Vangeli, Part-Time Assistant Cook
Effective April 20, 2023
(Paul J. Bellew; Step 1; change from Part-Time Food Service Worker; replacing Jessica Rega {Full-Time Assistant Cook})

CL-2 PROBATIONARY APPOINTMENT

Megan Pardue, Health Office Aide Effective May 5, 2023 (Beach Street; Step 1; replacing Erin Houston {resigned})

Belinda Rios, Senior Office Assistant
Effective May 5, 2023
(Udall; Step 1; replacing Lois Van Meurs {retired})

CL-3 SUBSTITUTE FOOD SERVICE WORKER (\$15.00/hr)

Elisa Candreva, effective April 20, 2023 Patricia Pacella, effective April 20, 2023

CIVIL SERVICE, continued

CL-4 SUBSTITUTE NURSE (\$150/per diem)

*Alana DiMartino, effective April 20, 2023 Danielle Gottlieb, effective April 20, 2023 Megan McDermott, effective April 20, 2023 Laurie Moran, effective April 20, 2023 Kelley Smith, effective April 20, 2023 Catherine Sullivan, effective April 20, 2023

OTHER

SUBSTITUTE TEACHER (\$130 per diem)

*Victoria Caccamo, effective April 17, 2023 *Joseph Caputo, effective April 20, 2023 Matthew Mazer, effective April 18, 2023 Laurie Moran, effective April 20, 2023 Catherine Sullivan, effective April 20, 2023

PERMANENT SUBSTITUTE TEACHER RESIGNATION

Paige Fogarty Effective April 17, 2023 (Paul J Bellew)

REGENTS REVIEW 2022-2023

Algebra I Christina Bivona Alyssa O'Connor Christopher Salerno	Algebra II Tara Annunziata Beth Crimi Brittany Probst	ASI, I & III Jennifer Suriano Karen Testa	Biology Rence Avelli Kristine Hagens Jennifer Hirdt Jeff O'Hare Frank Rapczyk
Chemistry Jessica Alvarez Michael Fusaro Linda Tong	Earth Science Danielle Dischley John Hulsmann	English 11 Dawn DiVisconti	Geometry Alissa Nanda Nancy Yost
<u>Global Studies</u> David Moglia	<u>Italian 1</u> Brittany DiLuciano Elena Iacobellis	<u>Italian 3</u> Stephany Camacho Sarah Willman	Physics Joseph Dixon Daniel Varney
Spanish 1 Caryn Drezner Monica Elgut Kristina Rocco	Spanish 3 Anna Domingo	U.S. History Daniel Gschwind	

OTHER, continued

PREFERRED SUBSTITUTE

Victoria Evola Effective April 20, 2023 (High School; \$171.83/day; new position)

Courtney Arnold
Effective April 24, 2023
(High School; \$171.83/day; new position)

WEST ISLIP UFSD FEBRUARY 2023

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				200					7-77-0	1000 301	TOTAL
	Gen Fund	Gen Fund	Gen Fund	Net Payroll	Special	Cafeteria	Scholarship	Capital	Capital	EPC 2021	200
	Operation	Money Mirkt	Money Mrkt	Fund	Aid	Fund	Fund	Debt Svcs	Projects	Webster - Escrow	
	operating A203	A451	A201	A500	F201	C200	CM201	V201	H201	H206	
Book Balance beg of Month	11,539,204.93	34,324,814.80	8,781,265.57	4,519.22	446,104.42	2,605,112.99	4,612.30	2,565,327.18	6,517,034.47	739,631.92	67,527,627.80
Receipts: Interest	12,103.91	115,298.80	8,700.45		275.10	3,183.88	6.50	3,197.48	13,949.00		156,715.12
Tax Anticipation Note	,								•		
BAN proceeds/EAP 2021				•							1,819,536.47
TOI Property Taxes	1,819,536.47										•
STAR Payments				20 400 1							5,384,304.46
Payroll	•			5,584,504.40							•
Field Trips	,								•		210,018.70
State Aid	210,018.70					104 919 71					104,819.71
Cafeteria receipts	•					1.010,01					112,078.22
Accounts Receivable	112,078.22										264,354,09
BOCES	264,354.09						00000				488.00
Donations	,						20.00				513.860.17
Due from Other Governments	513,860.17		•				Parameter and Pa				2,444,476,82
Due to Other Funds	2,444,476.82										\$15,172,72
Due from Other Funds	515,172.72						4				44.254.00
Other Programs	44,254.00										1.269.27
Reduction of Expense	1,269.27										
Refunds/Returned ckecks/misc exp	1							,	8 400 000 000		14.554.053.02
Interfund transfers	6,000,000.00	•	•		110,697.30	45,355.72					364.00
Other	11 027 442 37	115 798 80	8 700 45	5.384,304.46	110,972.40	151,404.31	494.50	3,197.48	8,413,949.00	•	26,125,764.77
Total Receipts	17,000,000					000			(105 063 65)	(711 279 97)	(25.379.371.00)
Disbursements	(19,412,314.50)	,		(5,384,304.46)	(155,788.68)	(69,769.74)	•		(00:00:001)		
Misc Adj/Return checks Due to Other Funds		,	(6,000,000.00)		(357,584.81)	(157,587.91)		,	,		(6,515,172.72)
	A 064 333 80	34 440 113.60	2.789.966.02	4,519.22	43,703.33	2,529,159.65	5,106.80	2,568,524.66	14,785,019.82	528,401.95	61,758,848.85
BOOK Balance end of Month									33	22	
Certificate of Deposit		Să.	Sy.	ia.	99						

BANK RECONCILIATION

Ending Balance as per Bank	4,403,572.77	34,440,113.60	2,789,966.02	17,992.46	127,956.33	2,532,891.72	5,306.80	2,568,524.66	14,875,033.90	528,401,95	62,289,750.21
Less Outstanding Checks	(353,352.91)			(16,484.56)	(84,253.00)	(17,593.09)	(200.00)	C	(90,014.08)	S.	(561,897.64)
Add deposits in transit/wires in transit	14,113.94			9.9	13.	13,858.02			*	ts.	27,971.96
Add other adjustments:				4,000.19	•						4,000.19
Reconciling Items - MSB refund Subtract other adjustments: dep corr				(988.87)	10	3.00	*		*	12.	(985.87)
duplicate deposit correction											j.
	4 00 000 000	24 440 112 60	7 789 966.02	4.519.22	43,703.33	2,529,159.65	5,106.80	2,568,524.66	14,785,019.82	528,401.95	61,758,848.85
Bank's Net Balance	4,004,555.00	24,410,410,000	1								

Collateral Verifications have been performed on all accounts above containing balances in excess of FDIC insured levels of \$250,000.



West Islip UFSD 2022-2023 Projected Cash Flow

(000's omitted)									١	1			
	ACTUAL July	ACTUAL August	ACTUAL September	ACTUAL October	ACTUAL November	ACTUAL December	ALIUAL January	February	March	April	May	June	Total
Domington Cach Rajance	42.457	35.070	32,794	24,718	15,807	27,149	17,907	54,645	41,295	40,247	33,151	57,902	42,457
Receipts:								0,00	000	1 200	22,000	00% 6	83.887
Property Taxes	,	ı	ᆏ	1	1	1,302	46,664	1,620	T,000	, ooc, t	5.999	909	6,605
STAR Payments	' "	, 040	4 229	210	210	2.607	4 0	210	12,000	•	6,000	8,545	34,862
State Aid	, t	040	100	110	45	78	108	182		,	•	•	914
Other Receipts	152	4 n	147	167	148	154	177	376	300	300	300	305	2,642
Accounts Receivable	110	150 533	247	5 239	2 949	5.110	3.256	3,474	1	•	1	1	24,838
Due to/from Other Funds	1,000	576	15,000	1	5.000	1	33,000	9,000	,	,	4	4	000'69
Interfund transfers	TO,000		000	٠	20.174	•			,	*	ı	ı	20,174
TAN Proceeds			•	1	1		٠	,				1,350	1,350
Appropriated Fund Balance	11.938	1.576	22.181	5,726	28,526	9,252	83,207	12,062	13,300	1,600	34,299	19,255	244,272
lotal necespits	o o o o o o o o o o o o o o o o o o o												
Disbursements:	:	,	!	0	5	101	CC1 21	10.065	11 000	6 000	7.000	11.000	160.799
Salaries, Ben, Svcs & Support	4,587	3,148	14,677	8,059	15,010	14,151	40,122	- '	-	349		5,939	6,645
Debt Service	' L	35/		7 7 7	772	347	347	347	347	347	347	1	4,167
Library Taxes Payable	695	34/	347	760 .	1 827	1	1	,	; '	•)	1	5,480
TRS Payable	ı	•	1,847	1,027	1707	,	1	,	ı	,	1	235	235
Interfund transfers	' (•	1 04 6.	1 200 6		4.015	•	6.000	3.000	2,000	2,200	4,150	52,219
Due to/from Other Funds	14,043		CO+/CT	י לי	٠	2	•		•	В	•	20,000	20,000
TAN Repayment			ı	,	1	•	ı	•	ŧ	1	1	603	603
IAN Interest	10 325	3.852	30.256	14,638	17,184	18,493	46,469	25,412	14,347	8,696	9,547	41,927	250,148
Total Disputsements	0.000												
	25,070	22 70A	24 718	15.807	27.149	17,907	54,645	41,295	40,247	33,151	57,902	35,231	36,581
Ending Lash Balance	o o o o o o	26,126											
End of Month Balances:	0.00	Š	COC	103	አ ርን	273	446	44	44	44	44	44	
Special Aid Fund	(131)	7 408	202	2.370	2.376	2,396	2,605	2,529	2,529	2,529	2,529	2,529	
Cateteria Fund	2,2,2	2,7 D	2,200	4	4	Ŋ	S	5	5	5	Ŋ	S	
Scholarship	17 680	13 639	11.548	10.970	10,599	10,411	9,827	17,886	17,886	17,886	17,886	17,886	
Capital Fund & Debt 3vc	16,925	16,012	14,120	14,025	13,485	13,085	12,883	20,464	20,464	20,464	20,464	20,464	
Total Cach Ralance	51.995	48.806	38,838	29,832	40,634	30,992	67,528	61,759	60,711	53,615	78,366	55,695	
וסופו רפטון הפופוניה													

WEST ISLIP UFSD 2022-2023 Budget Transfers - General Fund School Board Meeting - April 19, 2023

				TRANSFER T	RANSFER TO
TRAN#	DATE	ACCOUNT	ACCOUNT DESCRIPTION	FROIVI	
4283	03/07/2023	To reclass for Districtwi		3,104.00	
		A 2610.518-119-4566	SUPPLIES - BAYVIEW	3,104.00	
		A 2610.518-149-4566	SUPPLIES - MANETUCK	3,104.00	
		A 2610.518-159-4566	SUPPLIES - OQUENOCK	3,104.00	
		A 2610.518-179-4566	SUPPLIES - PJ BELLEW	3,104.00	
		A 2610.518-319-4566	SUPPLIES - UDALL	3,104.00	
		A 2610.518-329-4566	SUPPLIES - BEACH		
		A 2610.518-359-4566	SUPPLIES - HS	1,376.00	20.000.00
		A 2630.518-999-4740	SUPPLIES - DISTRICTWIDE		20,000.00
4284	03/13/2023	To reclass for new par	king signs		
	,	A 1620.530-999-5854	UNIFORMS: SCHOOL SAFETY	1,087.71	
		A 1620.518-999-5854	SUPPLIES, GENERAL: SCHOOL SAFETY		1,087.71
4285	03/17/2023	To reclass for increase	e cost of paper		
4205	00, 20, 222	A 2110.523-119-9910		3,000.00	
		A 2110.516-119-9910	DUPLICATING, MIMEO PAPER - BAYVIEW		3,000.00
4286	03/17/2023	For purchasing of boo	oks	NEW COLUMN	
1200	,,	A 2610.553-179-5232	MULTI MEDIA MATERIALS - PJ BELLEW	500.00	
		A 2610.461-179-5232	SCH LIBRARY AV LOAN PROGM - PJ BELLEW		500.00
4287	03/22/2023	For purchasing of bo	oks	- 270300-27	
		A 2610.552-179-5232	PERIODICALS, REFERENCES - PJ BELLEW	200.00	
		A 2610.553-179-5232	The state of the s	63.96	
		A 2610.461-179-5232	SCH LIBRARY AV LOAN PROGM - PJ BELLEW		263.96
4288	03/27/2023	Nesco New PO need	ed Bus repairs		
4200	00,2.,	A 5540.406-999-4679		5,000.00	
		A 5510.425-999-5099			5,000.00
4289	03/27/2023	To cover costs for sp	ring track invitationals for boys & girls track teams		
4203	05,27,2020	A 2855.518-319-467	V	1,000.00	
		A 2855.423-999-467			1,000.00
				TALE A 20 004 63	£ 20 951 67
				TALS \$ 30,851.67	\$ 30,851.67
			NET AMO	INUC	

Approved:

Dr. Paul Romanelli) Superintendent of Schools

Date: 4 C/23

CHANGE ORDER

AIA DOCUMENT G701

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

AGENDA ITEM X. B) BUSINESS ITEMS RM 4/19/2023

DE

SED No. 58-05-09-03-0-012-024

Project Manager, Josh Staples

PROJECT: (name, address)	West Islip UFS District Wide Cei at Oquenock Eleme	ling & Lighting Replacement	CHANGE ORDER NUMBER: 1
TO CONTRACTOR:	Roland's Elect	tric, Inc.	DATE: October 25, 2022
(name, address)	307 Suburban Ave Deer Park, MY 11	enue	ARCHITECT'S PROJECT NO.:21-247F
	beet talk, hi ii	1723	CONTRACT DATE: June 10, 2022
			CONTRACT FOR: Ceiling Lighting, EC
The Contract is	changed as follo	ows:	
l _: Owner reque	sted. Credit	for unused Allowance. Do	educt(\$5,000.00)
			(\$5,000.00)
		.vear bedate	(93,000.00)
Net change by prev The (Contract Sum) The (Contract Sum) (unchanged) by The new (Contract The Contract Time	/iously authorized (Cuarenteed Maxim (Cuarenteed Maxim / this Change Orde Sum)(Cuarenteed M will be (increase	Change Orders um Price) prior to this Chang um Price) will (increased) (de r in the amount of auimum) including this Change d) (decreased) (unchanged) by	e Order was\$ 16,950.00 creased)\$ -5,000.00 c Order will be \$ 11,950.00
NOTE: This summery		anges in the Contract Burn. Contra	of Time or Guaranteed Maximum Price which have been
BBS ARCHITECTS, LANDSCAPE	ADCHITECTS & ENGINEEDS DC	Polandte Flanksin v	W
ARCHITECT (631)	475-0349	Roland's Electric, Inc. CONTRACTOR (631) 242-80	
244 E. Main Str	eet	307 Suburban Avenue	100 Sherman Avenue
Address		Address	Address
Patchogue, NY 1	Land All	Deer Park, NY 11729	West Islip NY 11795
	M. M. M. 2	By Ol-n	Ву (/0
Frederick W. Seeb	-	Date / 2/2/3/3	2/11/22
	2012022	19/19/19	Date 0/10/33

AGENDA ITEM X. C) BUSINESS ITEMS RM 4/19/2023

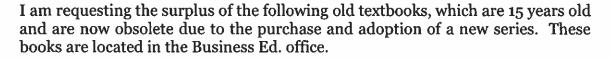
James R. Grover Director of Math, Business, & FACS

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



FROM: James Grover DATE: April 3, 2023

RE: Surplus of old Textbooks



Business Communication (25 books) ISBN # 0-324-312237

Introduction to Business (25 books) ISBN# 978-0-07-874768-7

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

Cc: Dawn Morrison



Lauren Lay Director of ELA & Reading (6-12), Director of ENL & Director of 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 5, 2023

RE: Books in poor condition

I am requesting the surplus of the following book titles from Udall Road Middle School:

To Kill a Mockingbird by Harper Lee

ISBN: 0-06-093546-4

30 copies

Percy Jackson and the Lightning Thief by Rick Riordan

ISBN: 078683865-5

30 Copies

All copies are in extremely poor condition. These books are located in the book room at Udall Road Middle School.

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

Cc: Dr. Marquardt, Andrew Moschetto

INTEROFFICE MEMORANDUM

TO:

DR. PAUL ROMANELLI

SUPERINTENDENT OF SCHOOLS

FROM:

ROBERT NOCELLA

PURCHASING AGENT

SUBJECT:

BID EXTENSIONS - JULY 1, 2023 - JUNE 30, 2024

DATE:

3/30/2023

CC:

E. PELLATI, J. BOSSE

Vendor - Emerald Electric and Solar, Inc.

Bid # - 2201

Bid Title - Electrical Repair and Services

2022-23 Deal - Electrical Maintenance - Labor Rate Mechanic: \$70.00/Hr.

Electrical Wireman – Labor Rate Mechanic: \$95.00/Hr.

Parts & Materials - Certified Cost + 10%

2023-24 Deal - Electrical Maintenance - Labor Rate Mechanic: \$70.00/Hr.

Electrical Wireman - Labor Rate Mechanic: \$95.00/Hr.

Parts & Materials - Certified Cost + 10%

<u>Vendor</u> - Greenvelvet Tree, Inc.

Bid # - 2202

Bid Title - Tree Pruning and Care Services

2022-23 Deal – Reference Bid Contract Renewal Letter 3/23

2023-24 Deal - Cost of Maintenance Service to remain the same for all categories.

Reference Bid Contract Renewal Letter 3/23

Vendor - Cardinal Control Systems, Inc.

Bid # - 2203

Bid Title - Maintenance and Service for Pneumatic and DDC Control Systems

2022-23 Deal - Annual Cost of Maintenance Service \$23,625.00

Labor Rate Mechanic \$132.00/Hr.

Labor Rate Apprentice \$65.00/Hr.

2023-24 Deal - Annual Cost of Maintenance Service \$24,806.25*

Labor Rate Mechanic \$138.60/Hr.*

Labor Rate Apprentice \$68.25/Hr.*

*Allowed Increase by 5%

Vendor - National Fire and Safety Solutions, Inc.

Bid # - 2204

Bid Title - Maintenance and Service of Fire Alarm Systems, the Maintenance and Repair of Security Alarm Systems and Central Station Monitoring of Security and Fire Alarm Systems.

2022-23 Deal - Annual Cost of Maintenance Service \$49,500.00

2023-24 Deal - Annual Cost of Maintenance Service \$49,500.00

WEST ISLIP - BID EXTENSIONS - JULY 1, 2023 - JUNE 30, 2024 (CONTINUED)

<u>Vendor</u> - Long Island Geese Control

Bid # - 2205

Bid Title - Removal of Unwanted Geese and Waterfowl

2022-23 Deal - Annual Cost of Maintenance Service \$13,800.00

2023-24 Deal - Annual Cost of Maintenance Service \$13,800.00

Vendor - Winters Bros. Hauling of Long Island, LLC

Bid # - 2207

Bid Title - Refuse Removal

2022-23 Deal - Annual Cost for Removal of all Refuse and Recyclable Products \$122,641.91

2023-24 Deal - Annual Cost for Removal of all Refuse and Recyclable Products \$132,453.26*

*Allowed Increase by CPI 8.00%

Vendor - Riddell/All American

Bid # - 2208

Bid Title - Athletic Equipment Reconditioning

2016-17 Deal - Reference Bid Contract Renewal Letter 2/25/23

2017-18 Deal - Cost of Reconditioning Service to remain the same for all categories

Reference Bid Contract Renewal Letter 2/25/23

<u>Vendor</u> - Paramount Pest Elimination, Inc.

Bid # - 2210

Bid Title - Pest Control Services District Wide

2022-23 Deal - Annual Cost of Maintenance Service \$10,800.00

2023-24 Deal - Annual Cost of Maintenance Service \$10,800.00

Vendor - Dynasty Elevator Corp.

Bid # - 2211

Bid Title - Elevator Maintenance and Service

2022-23 Deal - Annual Cost of Maintenance Service \$21,000.00

2023-24 Deal - Annual Cost of Maintenance Service \$21,000.00

Vendor - Fitzgerald's Driving School, Inc...

Bid # - 2110

Bid Title - In-Car Driver Education Instructions with Vehicles

2022-23 Deal - Price per student/semester - \$304.00

2023-24 Deal - Price per student/semester - \$334.74*

*Allowed Increase of 9.2% (Did not Request Rate Increase for 2022)

*Note: All Labor Rates, Parts & Materials Mark-Ups and Maintenance Service Costs will remain the same for all vendors <u>except</u> Cardinal Control Systems, Inc. who has requested an allowable increase by 5% (Consumer Price Index 8.00%),

Winters Bros. Hauling of Long Island, LLC who has requested an allowable increase by CPI (Consumer Price Index 8.00%) to the 2023 – 2024 Contract.

Fitzgerald's Driving School Inc. has requested an allowable increase of 9.2% (did not request an increase last year 2022-2023 due to limited driver education schedule)

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this <u>1st</u> day of September, 2022 by and between the Board of Education of the West Islip UFSD (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 100 Sherman Ave., West Islip, NY 11795, and the Board of Education of the Half Hollow Hills Central School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 525 Half Hollow Road, Dix Hills, NY 11746.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

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

B. <u>SERVICES AND RESPONSIBILITIES:</u>

1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP.

A student(s) and/or services may be added or deleted from the attached Schedule "A" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

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

C. <u>COMPENSATION</u>:

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

- 2. The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule "A" pursuant to this Agreement and the IESP in accordance with Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.
- 3. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
- 4. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

D. TERMINATION.

This Agreement may be terminated by written notice of either party if (1) Schedule "A" has been deleted so that there are no students of the DISTRICT OF RESIDENCE entitled to special education services from the DISTRICT OF LOCATION, or (2) the State Education Department has issued guidelines to school districts governing the provision of special education services pursuant to Education Law 3602-c.

E. <u>MISCELLANEOUS</u>

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

To **DISTRICT OF RESIDENCE**: West Islip UFSD

100 Sherman Ave. West Islip, NY 11795

To **DISTRICT OF LOCATION**: Half Hollow Hills CSD

525 Half Hollow Road Dix Hills, NY 11746

- 2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
- 4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
- 5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
- 6. This Agreement, along with the attached Schedule "A", 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
 - 7. Except for Schedule "A", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
 - 8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.
 - 9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
 - 10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF RESIDENCE West Islip UFSD	DISTRICT OF LOCATION Half Hollow Hills CSD
D	David fulla
By:	By: Ďavid Kastoń
President Board of Education	President Board of Education
West Islip UFSD	Half Hollow Hills CSD
Date	Date 21/23

DEER PARK UNION FREE SCHOOL DISTRICT DEER PARK, NY 11729

CONTRACT FOR HEALTH SERVICES

THIS AGREEMENT made in duplicate this 3rd day of February 2023 by and between the Board of Education of West Islip UFSD party of the first part, and the Board of Education, Deer Park UFSD, County of Suffolk, NY, party of the second part.

WITNESSETH, that whereas party of the first part has been duly empowered by the provisions of Section 912 of the Education Law to enter into a contract for the purpose of providing Health Services for children residing in said school district and attending nonpublic school (Our Lady of Guadalupe Catholic School, West Campus) in Deer Park UFSD, County of Suffolk, New York and to begin on September 1, 2022 and to the end of June 30, 2023.

NOW THEREFORE, the said party of the first part hereby agrees to pay to the party of the second part the sum of \$1,006.79 per pupil for Health Services to be provided to students residing in said and West Islip UFSD attending nonpublic schools in said Deer Park UFSD, County of Suffolk, New York.

And the party of the second part hereby agrees with the party of the first part as follows:

 That the health and welfare services provided under Section 912 shall consist of the following: Nurse Services, Physician Services, School Speech Services, School Psychological Services and School Social Work Services.

Such services may include, but are not limited to, all services performed by a physician, nurse, school psychologist, school social worker or a school speech services and may also include vision and hearing tests, the taking of medical histories and the administration of emergency care programs for ill or injured pupils.

2. The part of the second party will also furnish equipment to be used in providing such services if requested by the authorities in charge of the nonpublic school, which include:

Supplies and equipment for use by physicians, school nurse, psychologist, social worker and speech (i.e. health record forms, first aid supplies and all other readily transportable equipment and supplies pertaining to delivery of services).

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the Superintendent of Schools.

In Witness Whereof, the parties have hereunto set their hands the day and year above written.

Trustee/President of Board of Education	PARTY OF THE FIRST PART
Trustee or Clerk of Board of Education	Post Office Address
*******	*********
Douna Mario Goliott	
Trustee/President of Board of Education	PARTY OF THE SECOND PART
Dodia of Education	Deer Park Union Free School District 1881 Deer Park Avenue

APPROVAL OF SUPERINTENDENT

Board of Education

INVOICE

63594

Invoice Date
Customer No.

03/23/2023 390

Customer / Bill To:

West Islip UFSD Corner of Beach Street & Sherman Avenue West Islip, NY 11795

Remit To:

Deer Park Union Free School District 1881 Deer Park Avenue Deer Park, New York 11729 ATTN: Business Office

Phone	Fax	E-Mail Addre	SS	14/1/16	Terms		Invoice Amount
					Due Upon Recei	pt	2,013.58
	Items / Services		Cost	Basis	Quantity	Unit Pric	e Amount
Health Services HEALTH SERVIC GUADALUPE, WEST CAMP 2022-2023 SY	CES FOR 2 STUDENTS ATTEN US, IN DEER PARK, NY	IDING OUR LADY OF	Yr.		2.00	1,005.790	

If you have any questions, please contact Linda Dockery - dockery.l@deerparkschools.org

TOTAL:

2,013.58

Page 1 of 1

DETACH HERE AND SEND WITH PAYMENT

West Islip UFSD Corner of Beach Street & Sherman Avenue West Islip, NY 11795 Invoice No.

63594

Invoice Date

03/23/2023

Customer No.

390

Total Due:

\$2,013.58

Mail Payments To:

Deer Park Union Free School District 1881 Deer Park Avenue

Deer Park, New York 11729

ATTN: Business Office

Payment Terms: Due Upon Receipt

Amount Enclosed:

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 13th day of March 2023 by and between the Board of Education of the WEST ISLIP PUBLIC SCHOOLS (hereinafter "WEST ISLIP"), having its principal place of business for the purpose of this Agreement at Attn: Superintendent, West ISLIP Public Schools 100 Sherman Avenue West ISLIP, New York 11795, and the Board of Education of the SYOSSET Central School District (hereinafter "SYOSSET"), having its principal place of business for the purpose of this Agreement at 99 Pell Lane, Syosset, New York 11791.

WITNESSETH

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

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

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

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

A. TERM

The term of this Agreement shall be from July 1, 2022 through June 30, 2023 inclusive, unless terminated early as provided for in this Agreement, and as authorized by law.

B. <u>SERVICES AND RESPONSIBILITIES:</u>

 During the term of this Agreement, the services provided by SYOSSET to WEST ISLIP may include, but are not limited to the following

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

- It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.
- 2. The services provided by SYOSSET to WEST ISLIP shall be consistent with the services available to students attending public schools within the SYOSSET School District.
- 3. SYOSSET shall perform all services under this Agreement in accordance with each student's Individualized Education Services Plan (IESP) if applicable.
- 4. SYOSSET shall perform all services under this Agreement in accordance with all applicable Federal, State, and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.

- 10. <u>Amendment</u> This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
- 11. <u>Execution</u>: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties. Furthermore, this Agreement shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the WEST ISLIP School District.

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

WESTISL	IP PUBLIC SCHOOL DISTRICT
Su	perintendent of Schools
WEST ISLIP PUBLIC SCHOOL DISTRICT	SYOSSET CENTRAL SCHOOL DISTRICT,
President Board of Education	President Board of Education

Issue Date 03/23/2023

ADMIN

Syosset Central School District 99 Pell Lane Syosset, NY 11791

Invoice Number 066-23A

INVOICE

ssued T	0:	
	West Islip UFSD	
	Adminstrative Offices	
	100 Sherman Ave	
	West Islip, NY 11795	

Item Number	Item Description	Amount
HEALTH-HEAL- ST.	HEALTH SERVICES FOR STUDENT(S) ATTENDING ST. EDWARD THE CONFESSOR SCHOOL IN SYOSSET, NY DURING THE 2022-2023 SCHOOL YEAR.	3,452.76
	3,0000 @ 1,150,9200	
	Invoice Total	3,452.

ARP (American Rescue Plan) 2022-2023 SEDCAR Contracts

- ACDS
- ACLD
- Alternatives for Children
- Bilinguals Inc./Childhood Learning Center
- Brookville Center for Children's Services, Inc.
- Building Blocks Development Center
- Center for Developmental Disabilities c/o IGHL
- Connetquot Central School District of Islip
- Developmental Disabilities Institute, Inc.
- Eden II Programs
- The Hagerdorn Little Village School
- Just Kids Early Childhood Learning Center
- Kids First Evaluation & Advocacy Center
- Kids in Action of L.I. Inc.
- Kidz Therapy Services, PLLC
- Leeway School
- Little Angels Center
- Metro Therapy
- Mid Island Associates
- Mountain Lake Academy
- Nassau Services for the Autistic, Inc.
- The Opportunity Pre-School
- Suffolk county Department of Social Services
- United Cerebral Palsy of Greater Suffolk, Inc.
- Woods Services

DONATION:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amounts of \$1,000 from New York Schools Insurance Reciprocal (NYSIR), which have been donated to contribute to the costs associated with the high school college fair for the students of the West Islip High School.

RESOLUTION: INCREASE 2022-2023 BUDGET

BE IT RESOLVED, that the Board of Education hereby authorize the appropriation budget for the 2022-2023 school year to be increased to \$130,248,409, an increase of the \$1,000 donation from NYSIR for the West Islip High School.

WEST ISLIP UFSD

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME:	New York Schools Insurance Reciprocal
DONOR ADDRESS:	333 Earle Ovington Blvd., Uniondale, NY 11553
DONATION:	Cash or Check Goods Service
Please provide a listing	of the item(s) to be donated and the related value.
check	x: \$1000
Select the fund and pro	ovide the budget code(s) of where the donation should be recorded.
General Fund	Extracurricular Trust Budget Code A2810.418-359-5531 Fund & Agency
Anticipated Date of D	elivery to the School 3/9/23
Any related installation If "Yes" please at	costs? Yes No Estimated Annual Cost tach approval from Assistant Superintendent for Business.
Any expected mainten	ance costs? Yes ✓ No Estimated Annual Cost
Purpose of the donation	HS College Fair
Which building/depar	tment will benefit from the donation? High School
Principal's/Administra	tor's Signature & Date July 3/31/23
To be completed by the Bu	siness Office:
Board of Education A	pproval Date
Budget Adjustment Re	ecorded

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

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

NEW YORK SCHOOLS INSURANCE RECIPROCAL

DATE ISSUED 03/09/2023 CHECK NO. 0000105846 INV DATE: INVOICE NUMBER: DESCRIPTION Check Amount 03/09/2023 SPRING. **DONATIONS** 1.000.00 CLILECIE FAIR

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND A WATERMARK PATTERN ON THE BACK - HOLD AT ANGLE TO VIEW

NEW YORK SCHOOLS INSURANCE RECIPROCAL

333 EARLE OVINGTON BLVD. SUITE 905 UNIONDALE

FIRST NATIONAL BANK OF LONG ISLAND 1975 Hempstead Tpke East Meadow CHECK NO.

0000105846

50-1133 214

O3/09/2023

PAY

One Thousand Dollars and Zero Cents

CHECK AMOUNT \$*******1,000.00

TO THE ORDER OF WEST ISLIP UFSD

VOID AFTER 90 DAYS

MAIL TO

WEST ISLIP UFSD 100 SHERMAN AVENUE WEST ISLIP NY 11795

Mile T. K.

SIGNATURE HAS A COL RED BACKGRO 18

WEST ISLIP UFSD

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME:	West Islip Softba	all Booster Club
DONOR ADDRESS:	PO Box 385, We	est Islip NY
DONATION:	Cash or Check	Goods Service
Please provide a listing	of the item(s) to be donated and the	related value.
Varsity A	Alternative "Third" Uniforms	approx 20 @ approx \$100 each.
White pi	nstripe uniform (jersey and p	pants) that will stay with the team each year.
Select the fund and pro	ovide the budget code(s) of where the	donation should be recorded.
General Fund	Extracurricular Trust Fund & Ag	
Anticipated Date of D	elivery to the School	3-4 weeks from order
Any related installation If "Yes" please as	a costs? Yes L ttach approval from Assistant Superintende	No Estimated Annual Cost
Any expected mainten	ance costs?	No Estimated Annual Cost
Purpose of the donation	ou ₅	Alternative Uniform
Which building/depart	tment will benefit from the donation	Athletics-Softball
Principal's/Administra	itor's Signature & Date	The Koran
To be completed by the Bi	isiness Office:	
Board of Education A	pproval Date	
Budget Adjustment R	ecorded	

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

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

Tim Horan

From:

Katherine Fix <kfix216@gmail.com>

Sent:

Friday, March 31, 2023 8:33 AM

To:

Tim Horan WISB CLUB

Cc: Subject:

WISB Booster Club Donation

Good Afternoon Mr. Horan,

The WISB Softball Booster Club will be donating approximately \$2,000 for the express purpose of purchasing an additional third uniform for the West Islip High School Varsity Softball Team.

Through our tremendous fundraising efforts we are happy to support our softball programs in West Islip.

Please let me know if you have any questions.

Best,

Kathie Fix, President WISB Booster Club Sent from my iPhone

Caution

This email originated from outside of our organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

West Islip Union Free School District. http://www.wi.k12.ny.us

September 2023

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AGENDA ITEM XI. B) PRESIDENT'S REPORT RM 4/19/2023

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If there is no emergency closing, schools will be closed on May 24 and May 28.	If there is one emergency closing, schools will be open on May 28 and closed on May 24	If there are two emergency closings, schools will be open on May 24 and May 28.

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Easter Monday

Spring Recess

Superintendent Conference Day staff only } First and last days of classes Schools closed

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Last day for students

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OFFICIAL BALLOT

ESBOCES ADMINISTRATIVE BUDGET VOTE WEDNESDAY, APRIL 19, 2023

	e an "X" to indicate the Board of Education's vote on the ESBOCES ninistrative Budget.
	Resolution passed to approve the ESBOCES 2023-24 Administrative Budget
	Resolution passed not to approve the ESBOCES 2023-24 Administrative Budget
School Distr	rict:

Note: Please be sure the attached certification form has been signed by the Board

Clerk or an authorized official. Place ballot and certification form in red envelope.

OFFICIAL BALLOT

ESBOCES BOARD ELECTION WEDNESDAY, APRIL 19, 2023

Listed below are the six (6) candidates who are running for the five (5) vacant seats on the Eastern Suffolk BOCES Board.

Please place	e an "X" next to the name of each candidate for whom a vote has been cast
	Imran Latif 2280 Julia Goldbach Avenue Ronkonkoma, NY 11779 (Connetquot CSD)
	Susan Lipman 590 Higbie Lane West Islip, NY 11795 (West Islip UFSD)
	Anne Mackesey 76 High Street Sag Harbor, NY 11963 (Sag Harbor UFSD)
	William Miller 2 Latimer Avenue Coram, NY 11727 (Longwood CSD)
	Catherine Romano 52 Monell Avenue Islip, NY 11751 (Islip UFSD)
	Norman A. Wagner 490 Irving Street Central Islip, NY 11722 (Central Islip UFSD)
School Dist	rict:

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

Approval of Resolution re: Adoption of the 2023-2024 School District Budget of \$134,220,230.

RESOLUTION

WHEREAS, the West Islip Union Free School District Board of Education is required to present a budget to the voters for the 2023-2024 School Year; now, therefore, be it

RESOLVED, that the Proposed Budget for the 2023-2024 School Year be adopted for a total of \$134,220,230; and be it further

RESOLVED, that the 2023-2024 Property Tax Report Card is approved to be transmitted to the New York State Department of Education as so required.

WI

West Islip Public Schools

The Michael & Christine Freyer Administration Building 100 Sherman Avenue – West Islip, New York 11795 Telephone: 631-930-1531 – FAX (631) 893-3217

Mary Hock District Clerk

MEMORANDUM

TO:

Trustees, Board of Education

FROM:

Mary Hock, District Clerk

DATE:

April 3, 2023

RE:

Personnel for May 16, 2023 School Budget Vote and Election

Chief Inspector (\$15/hour):

Anne Kuhlwilm

Machine Inspectors (\$15/hour):

Virginia Green, Deborah Kessler, Patricia Ogilvie,

Patricia Rich

Registrars (\$15/hour):

Anthony DeGregorio, Rosemary Dowling, Robin Forster, Anne Ingrassia, Lana Lundeen, Rhonda Rauch, Nancy Regan, Lori Scibetta, Ann Smith

BE IT RESOLVED that the Board of Education of the West Islip UFSD hereby approves South Shore Children's Center as the agency to run a universal prekindergarten program in accordance with the terms set forth in the RFP - Universal Prekindergarten Program for the 2023-2024 school year and authorizes the District to enter into a consultant services agreement, subject to review by counsel.

Request for Proposal

Notice is hereby given that the West Islip Union Free School District, invites the submission of sealed proposals for:

Universal Pre-Kindergarten, RFP#2308

as specified in the request for proposal and contract documents.

Sealed proposals will be received until 3:30 p.m. prevailing time, on March 1, 2023 at the West Islip Administrative Office, 100 Sherman Avenue, West Islip, NY 11795 at which time and place all proposals will be publicly opened and read aloud. Envelopes must be clearly marked RFP – UNIVERSAL PREKINDERGARTEN PROGRAM and should include the name and address of the Proposer.

The Board of Education reserves the right to reject any and/or all proposals, or to accept that proposal(s) which, in its judgment, is in the best interest of the School District.

Any proposal submitted will be binding for **FORTY-FIVE** (45) days after the formal opening thereof, and no proposal shall be withdrawn during that time, pending the award decision of the Board of Education.

The request for proposal and contract documents, including specifications, may be examined and obtained at the Office of Curriculum and Instruction - d.morrison@wi.k12.ny.us between the hours of 8:00 a.m. - 4:00 p.m. or by contacting Dawn Morrison, Assistant Superintendent for Curriculum & Instruction.

By: Mary Hock, District Clerk

Dated: February 14, 2023

MEMORANDUM OF AGREEMENT

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

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

WHEREAS, the parties have discussed the implementation of a modified work week and work day during the period of July 3, 2023 through August 25, 2023 ("summer") as a method of achieving cost savings through reduced energy consumption; and

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

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

- 1. For purposes of this Agreement, summer shall be defined as the period commencing July 3, 2023 and ending August 25, 2023.
- 2. Notwithstanding any provision of the CBA to the contrary, during the Summer, employees shall work a four (4) day work week, and shall not report to work on Fridays, with the exception of Monday July 3 in lieu of Friday July 7 (i.e. July 3, 14, 21, 28 and August 4, 11, 18, 25).
- 3. During the Summer four (4) day work week, employees shall work 8:00 AM to 4:00 PM, Monday through Thursday. No employee shall be entitled to overtime for working the hours set forth in this paragraph, unless such employee works in excess of thirty (30) hours in a week. All workdays shall include a thirty 30-minute unpaid lunch break and two fifteen (15) minute paid breaks.
- 5. When 10 and 10 ½-month employees work during the summer, their workday is a six-hour day. Their compensation is at their regular daily rate of pay. Their work schedule should be 8:00 AM to 3 PM with one-hour unpaid lunch break and two 15-minute paid breaks.
- 6. Requests for modification of the 8:00 am to 4:00 pm schedule require approval by the employee's direct supervisor. Schedule changes may not modify the required work day hours.
- 7. Ten-month employees will return to work on August 29, 2023. For the period August 29, 2023 through August 31, 2023, 10-month employees will work a seven-hour work day.

- 8. The aforementioned plan is exclusively for the 2023 summer work schedule and will sunset on August 25, 2023.
- 9. Except as specifically set forth herein, the Agreement shall not be construed as modifying any terms and conditions of employment set forth in the CBA or any practices which may exist as between the parties.

	West Islip Union Free School District
DATE: , 2023	
,	Anthony Tussie, President/BOE
	Local 237 West Islip Secretarial Employees
DATE:, 2023	Luann Dunne, President

LEASE AGREEMENT

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

WITNESSETH

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

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

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

RECITALS

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

DEMISED PREMISES

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

TERM & EXPANSION OPTION

3. The term of this Lease shall commence on June 1, 2023 and expire on May 31, 2024 unless sooner terminated pursuant to the provisions hereof and to the extent permitted by applicable law, or unless extended for an additional year in the manner provided, and to the extent permitted, by applicable law.

Renewal Option: Should Tenant wish to extend, a written request shall be delivered to the Landlord no later than December 1, 2023. If the Landlord does not wish to extend, written notice to that effect shall be delivered to the Tenant no later than January 1, 2024. Unless otherwise agreed by the parties, such extension shall be upon the same terms, covenants and provisions herein set forth except for rent and security deposit, which shall be increased as hereinafter provided.

RENT

- 4. WITA shall pay a monthly rent of \$1,328.27 for a total annual rent of \$15,939.24 for the period June 1, 2023 through May 31, 2024. For each subsequent year of this Lease, as it may be extended, the annual rent shall be increased by 3%.
- 5. The rent shall be paid each year of the term in twelve (12) equal installments, with the first payment commencing on the first day of June. Each successive payment shall be made on the first day of each month following the first day of June until all payments are made for that year of the term.
- 6. WITA hereby agrees to deposit with the DISTRICT two months of rent, \$2,656.54 due at Lease signing, as security for the faithful performance and observance by WITA of the terms, provisions and conditions of this Lease. In the event that WITA is in default of any of the terms, conditions and provisions of this Lease, the DISTRICT may, but is not obligated to, apply such amount of the security to the payment of rent and the cost and expense of re-letting the Demised Premises whether or not incurred after summary proceedings are instituted. For each

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

USE OF DEMISED PREMISES

- 7. If and so long as no default shall have occurred and be continuing, the DISTRICT covenants and agrees that WITA may peacefully and quietly have, hold and enjoy the Demised Premises for the term stated.
- 8. WITA covenants that it shall use the Demised Premises exclusively for professional purposes, and shall not use or permit the use of the Demised Premises in violation of any applicable statute, ordinance or regulation, or in violation of the Certificate of Occupancy of the Building. WITA may not utilize the Demised Premises for any other purpose whatsoever, without the prior written consent of the DISTRICT. WITA shall be permitted to utilize the Demised Premises from 7:00 a.m. to 10:00 p.m. on weekdays and 7:00 a.m. to 4:00 p.m. on the weekends. The DISTRICT will provide an access card or key to WITA who shall lock up the Premises each day following use. The DISTRICT's night custodian will alarm the building. On school days, the DISTRICT's security personnel will unlock and open the gates in the mornings and the custodians will lock the gates at night. If the premises are used by WITA on other days, the DISTRICT will make arrangements with either its security or WITA to lock and unlock the gates.
- 9. The DISTRICT shall have full control and use of the grounds, parking areas, and athletic fields, it being understood, however, that WITA will have access to adequate parking. Staff parking for WITA shall be on the north side of the driveway.

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

UTILITIES AND COMMON AREA MAINTENANCE

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

REPAIRS AND MAINTENANCE

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

- 13. WITA shall, during the term of this Lease, at WITA sole cost and expense, take good care of, maintain and make all repairs (other than structural) in the Demised Premises and the fixtures and equipment therein and appurtenances thereto serving the Demised Premises only, including, but not limited to, internal doors and entrances, door checks, internal signs, floor covering, interior walls, covering of columns and partitions, lighting and supplemental air conditioning units, if any, servicing the Demised Premises. Nothing contained in this Section 13 shall require WITA to make any structural repairs in the Demised Premises or repairs to the Building equipment, including without limitation, the heating, and plumbing systems, unless such repairs are necessitated by reason of WITA negligent or willful acts or omissions.
- 14. The DISTRICT will be responsible for fire safety, asbestos, and all capital construction reporting, annual structural inspections, and other reports required by the State Education Department or other authorities. In addition, the District shall promptly make repairs to the Building to address any structural issues and otherwise maintain the Building and the Building systems in a condition commonly found in other schools in the District. The District shall maintain and repair all common areas of the facilities. Whenever possible and provided there is no additional cost to the District, the District will arrange to have all repairs, alteration or other work in the Demised Premises done during hours when school is not in session.
- 15. The water supply and sanitary waste system shall be used for ordinary lavatory purposes only. The reasonable costs to the DISTRICT for any unauthorized use of these services, including but not limited to the costs of water and water dispersion and cesspool testing and cleaning as a result of any unauthorized use, shall be borne by WITA as an item of additional rent. Notwithstanding the foregoing, the DISTRICT shall be responsible for the repair, replacement, or installation of pipes or other components of the sanitary water system that may be required due to

age or changing regulatory requirements.

- 16. In the event that the Demised Premises is partially damaged by fire or other cause without the fault or negligence of WITA, with the result that it is only partially unacceptable or unusable for use under this agreement, the Lease shall continue in full force and effect. The DISTRICT shall immediately proceed to repair the damages and restore the Demised Premises to full use at the sole expense of the DISTRICT, and the rent payment shall abate in such proportions based on a percentage of square footage as the area rented and usable for normal operation purposes bears to the area used for normal operation purposes prior to the casualty. The decision of whether or not a given area is usable for normal operation purposes shall be rendered by the District, except that such decision shall have a rational basis. To the extent other appropriate space is available for use in the Building, such space may be utilized by WITA until such time as the Demised Premises are restored to their full use. If the Demised Premises shall be totally damaged or the whole of the Demised Premises shall be rendered untenantable by fire or other casualty, WITA may serve notice on the District of its intention to terminate this Lease and if within thirty (30) days thereafter, the District shall not have substantially completed the making of the required repairs and restored and rebuilt the Demised Premises to the level existing immediately prior to the fire or other casualty then, in such event, this Lease shall terminate on the expiration of such thirty (30) day period.
- 17. The DISTRICT's representatives shall have the right to enter into and upon the Demised Premises, or any part thereof, at all reasonable hours for the purpose of examining same or making such repairs or alterations therein as may be necessary under the requirements of this Lease; provided, however, that the DISTRICT gives the WITA administrator reasonable notice before entering, except in the case of emergency.

INSURANCE

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

- 19. WITA will not knowingly do anything in said Demised Premises, nor knowingly permit anyone else to do anything in said Demised Premises, which will in any way increase the rate of fire insurance without the approval of the DISTRICT.
- 20. At WITA's own cost and expense, it shall maintain in force at all times hereunder, public liability insurance policies with any standard company licensed to do business in the State of New York with the limitation of at least a combined single occurrence limit of \$3,000,000 for bodily injury and property damage and shall cause the DISTRICT to be named as additional insured thereunder and shall furnish the DISTRICT with certificates of such insurance. At the DISTRICT's own cost and expense, it shall maintain in force at all times hereunder, public liability insurance policies with any standard company licensed to do business in the State of New York with the limitation of at least a combined single occurrence limit of \$3,000,000 for bodily injury and property damage and shall cause WITA to be named as additional insured thereunder and shall furnish WITA with certificates of such insurance.

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

INDEMNITY

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

TERMINATION AND DEFAULT

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

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

- 23. In the event WITA moves out or is dispossessed and fails to remove any fixtures or other property installed on the Demised Premises by WITA, the said fixtures and property shall be deemed abandoned by WITA and shall become the property of the DISTRICT, or at the DISTRICT's discretion, the DISTRICT may require WITA to remove such items or remove same and bill WITA for the DISTRICT's expenses in connection with such removal.
- 24. In the event this Lease is terminated due to WITA's default, WITA shall nevertheless remain liable for and shall pay the rent and additional rent which accrues subsequent to the reentry by the DISTRICT, and WITA expressly agrees to pay damages for the breach of the covenants herein contained, the difference between the rent and additional rent reserved and the rent and additional rent collected, if any, by the DISTRICT during the remainder of the unexpired term; such difference shall become due and payable in monthly payments during the unexpired term as the amounts of such difference shall from to time to time be ascertained.
- 25. In the event WITA holds over or fails to vacate the Demised Premises at the expiration of the Lease, such holding over shall be deemed a month-to-month tenancy, which tenancy may be terminated pursuant to applicable law, and until WITA has vacated the premises

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

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

RE-ENTRY BY DISTRICT

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

ALTERATIONS

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

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

SIGNAGE

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

EMINENT DOMAIN

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

ASSIGNMENT

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

ENVIRONMENTAL HAZARDS

- 33. WITA shall not be responsible for pre-existing conditions of environmental contamination, if any, present at the Demised Premises, the Building or the grounds surrounding the Building. To the best of the DISTRICT's actual knowledge there are no conditions of environmental contamination present at the Demised Premises, the Building or the grounds surrounding the Building.
- 34. WITA shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the Demised Premises by its agents, employees, contractors or invitees without the prior written consent of DISTRICT. If the presence of Hazard Materials on the Demised Premises caused or permitted by WITA results in contamination of the Demised Premises or any other property, or if contamination of the Demised Premises or any other property by Hazard Materials otherwise occurs for which DISTRICT is legally liable for damage resulting therefrom pursuant to this Lease, WITA, to the extent allowed by law, shall indemnify, defend and hold the DISTRICT harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Demised Premises, damages for the loss or restriction on use of rentable or unusable space or of any amenity or appurtenance of the Demised Premises, damages arising from any adverse impact of building space or land area, sums paid in settlement of claims, reasonable attorneys' fees, court costs,

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

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

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

MISCELLANEOUS

- 36. WITA agrees to permit the DISTRICT to show the Demised Premises to persons wishing to rent or purchase the same on or after the sixth month preceding the expiration of the term of the Lease.
- 37. The failure of either the DISTRICT or WITA to insist upon a strict performance of any of the terms, conditions, and covenants herein, shall not be deemed a waiver of any rights or remedies that the DISTRICT or WITA may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained. This

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

- 38. For the purpose of the Lease, "negligence" or "fault" on the part of WITA or the District shall include the negligent or wrongful acts of WITA' and the District's employees, representatives, agents, invitees and licensees.
- 39. This Lease constitutes the entire agreement and understanding between the parties with respect to the transactions contemplated by them and supersedes all prior discussions, agreements, representations, warranties and undertakings, written or oral, of any and every nature with respect thereto.
- 40. Any notice given pursuant to this Lease shall be in writing, and shall be sent by personal delivery, by certified mail, return receipt requested, or by Federal Express or other recognized overnight courier, at the parties' addresses above-stated, and shall indicate: "Attention: Business Office."

BROKER

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

HEADINGS

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

GOVERNING LAW

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

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

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

BOARD OF EDUCATION WEST ISLIP UNION FREE SCHOOL DISTRICT	WEST ISLIP TEACHERS ASSOCIATION
Anthony Tussie, President	Joseph Dixon, President
Date	Date