

# AGENDA



## BOARD OF EDUCATION

December 10, 2020

Virtual Meeting

<https://www.youtube.com/channel/UCInC1t7GDFiVwAmYh3BfTEQ/videos>

Submitted by:  
Bernadette M. Burns  
*Superintendent of Schools*

**A G E N D A**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**December 10, 2020**

*Virtual Meeting*

*West Islip, New York*

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **INVITATION TO PUBLIC** - *Due to the virtual nature of the meeting, public questions and comments will be accepted at [wi.officeofsuperintendent@wi.k12.ny.us](mailto:wi.officeofsuperintendent@wi.k12.ny.us) or [boe@wi.k12.ny.us](mailto:boe@wi.k12.ny.us).*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the November 24, 2020 Planning Session.
- VI. **PERSONNEL**
- VII. **CURRICULUM UPDATE**
- VIII. **REPORT OF BOARD COMMITTEES**
  - A) Education Committee {12/8/2020}
  - B) Finance Committee {12/8/2020}
  - C) Buildings and Grounds Committee {12/8/2020}
  - D) Special Education Committee {12/9/2020}
  - E) Safety Committee {12/10/2020}
  - E) Health and Wellness Committee {11/17/2020}
- IX. **FINANCIAL MATTERS**
  - A) Treasurer's Report
- X. **BUSINESS ITEMS**
  - A) Approval of Budget Transfers
  - B) Approval of Contracts/Agreements 2020-2021
    - 1. Donna Geffner, Ph.D., CCC-SP/A Consultant Services Contract
    - 2. East Islip UFSD Health and Welfare Service Agreement ~ \$3,838.48
- XI. **PRESIDENT'S REPORT**
  - A) Approval of Winkler Real Estate Amendment #10 to Contract
  - B) Approval of School Construction Consultants, Inc. Revised Fee Structure
  - C) Approval of Eastern Suffolk BOCES Leasehold Space Agreement September 1, 2021 – June 30, 2023
- XII. **SUPERINTENDENT'S REPORT**
- XIII. **NOTICES/REMINDERS**
- XIV. **OTHER ITEMS FOR BOARD MEMBERS INFORMATION**
- XV. **INVITATION TO PUBLIC** – *Due to the virtual nature of the meeting, public questions and comments will be accepted at [wi.officeofsuperintendent@wi.k12.ny.us](mailto:wi.officeofsuperintendent@wi.k12.ny.us) or [boe@wi.k12.ny.us](mailto:boe@wi.k12.ny.us).*
- XVI. **EXECUTIVE SESSION** – *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session to consider any items for which a vote is required.*
- XVII. **CLOSING** - Adjournment

**PLANNING SESSION  
MEETING OF THE BOARD OF EDUCATION  
November 24, 2020 – Beach Street Library-Media Center**

AGENDA ITEM V.  
MINUTES  
RM 12/10/2020

PRESENT: Mr. Gellar, Mr. McCann, Mr. Antonello, Mr. Compitello, Mrs. LaRosa,  
Mr. Maginniss, Mr. Tussie

ABSENT: None

ADMINISTRATORS: Mrs. Burns, Mrs. Morrison, Mrs. Pellati, Mr. Taylor

ABSENT: None

ATTORNEY: None

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Meeting called to order at 7:30 p.m.

**APPROVAL OF MINUTES**

Motion was made by Peter McCann, seconded by Anthony Tussie, and carried when all Board members present voted in favor to approve the minutes of the November 12, 2020 Board of Education Regular Meeting.

**PERSONNEL**

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Danielle Brites, Special Education Aide, effective December 10, 2020 (Udall).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Eric Wodhanil, Custodial Worker I, effective November 12, 2020 (High School).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Danielle Brites, Custodial Worker I, effective December 11, 2020 (Bayview; Step 1; replacing R. Ogburn {Custodial Worker III}).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Reyna Cinquemani, Part Time Food Service Worker, effective November 25, 2020 (Paul J. Bellew; \$15.13 hr.; replacing M. Jackala {Assistant Cook}).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: John Rizzotto, Custodial Worker I, effective November 25, 2020 (Westbrook/Kirdahy; Step 1; replacing Wodhanil {resigned}).

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: \*Melanie Steinweis, Contingent Part-Time School Lunch Manager, effective December 14, 2020 (District Office; \$47,800; replacing C. Kearney {Business Manager}).

\*Conditional pending fingerprinting clearance

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$130 per diem): Jeanette Byrnes, effective November 16, 2020.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve ASK US Second Amendment to Lease Agreement.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve Change Orders: SJ Hoerning Construction Inc. – Paul J. Bellew - \$8,647.25; SJ Hoerning Construction Inc. – WIHS - \$33,400.00.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve Notice of Special District Meeting {amended}.

The issuance of permits for the use of district fields by community youth groups was discussed, in consideration of the increasing incidences of COVID-19. The district will monitor the daily COVID rates and issue permits in two-week increments.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to adjourn to Executive Session at 7:42 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:43 p.m. on motion by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve resolution re: Education Law §913 Examination – Employee “A”.

Motion was made by Peter McCann, seconded by Anthony Tussie and carried when all Board members present voted in favor to approve resolution re: appointing Dr. Teresa Habacker as school medical inspector pursuant to Education Law §913.

**RESOLUTION: PERSONNEL ACTION EDUCATION LAW §913 EXAMINATION**

A Motion to approve the following Resolution was approved unanimously by those present, on Motion by Peter McCann, seconded by Anthony Tussie.

RESOLVED, that pursuant to §913 of the Education Law, the employee named in Executive Session and referred to as Employee “A” is hereby directed to appear for a medical examination in the office of Dr. Teresa Habacker, and it is

FURTHER RESOLVED, that Dr. Teresa Habacker is hereby appointed as school medical inspector pursuant to §913 of the Education Law in order to evaluate said employee’s ability to perform his employment duties.

Meeting adjourned at 8:44 p.m. on motion by Anthony Tussie, seconded by Peter McCann 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:

**CIVIL SERVICE**

**CL-1      PROBATIONARY APPOINTMENT**

\*Elizabeth Davis, Senior Office Assistant  
Effective January 4, 2021  
(District Office; Step 1; replacing J. Brodsky {retired})

Keiry Zelaya, Building Aide  
Effective January 4, 2021  
(Manetuck; Step 1; replacing M. Cameron {Office Assistant})

**CL-2      LEAVE OF ABSENCE (paid)  
(Pursuant to FEPSLA)**

Anita Diaz, Senior Account Clerk  
Effective December 28, 2020 - December 30, 2020  
(District Office)

Patricia Plompen, Senior Office Assistant  
Effective December 15, 2020 – December 18, 2020  
(District Office)

**OTHER**

**SUBSTITUTE TEACHER (\$130 per diem)**

- \*Rachel Altrui, effective January 28, 2021, *student teacher*
- \*Ashley Barrell, effective March 17, 2021, *student teacher*
- \*Grace Bolin, effective January 25, 2021, *student teacher*
- \*Thomas Carusillo, effective January 25, 2021, *student teacher*
- \*Angelique DeRosa, effective January 15, 2021, *student teacher*
- \*Deanna DiMartino, effective January 13, 2021, *student teacher*
- \*Michael Dondero, effective January 25, 2021, *student teacher*
- \*Danielle Ferruggiati, effective January 28, 2021, *student teacher*
- Angela Frammosa, effective December 11, 2020
- \*Alexander Giordano, effective January 19, 2021, *student teacher*
- \*Kristina Giordano, effective March 1, 2021, *student teacher*
- \*Kiersten Held, effective January 26, 2021, *student teacher*
- \*Michelle Hernandez, effective December 21, 2020
- \*Morgan Kube, effective January 25, 2021, *student teacher*
- \*Kristy Mangiano, effective January 4, 2021, *student teacher*
- \*Mackenzie Martocci, effective January 28, 2021, *student teacher*
- \*Alexandra Passannante, effective January 25, 2021, *student teacher*
- \*Savannah Rinne, effective January 25, 2021, *student teacher*
- \*Samantha Santangelo, effective January 28, 2021, *student teacher*
- \*Gionna Second, effective January 25, 2021, *student teacher*
- \*Krista Virga, effective January 21, 2021, *student teacher*

OTHER, continued

CLUBS/ADVISORS 2020-2021

HIGH SCHOOL

Academic Decathlon, Brainstormers, Kevin Murphy  
Academic Decathlon, Jr. Brainstormers, Noreen Matthews  
Art Club, Linda Marino  
Audio-Visual Club Director, Ronald Weber  
Band Music, David Kaufman  
Chamber Singers, Melissa Senatore  
Chess Club, Christine Maniscalco  
Creativity Action Service, Virginia Scudder  
Director, Flag Team, James Kraus  
Director, Senior Play, Elaine Longo  
Distributive Education Club of America, Diana Saadat  
Extra-Curricular Treasurer, Kelly Sepe  
Freshman Class Advisor, Tara Annunziata and Alissa Nanda  
Future Business Leaders Club, Monica Krawczyk and Joanne Macrelli (shared)  
Gay-Straight Alliance, John Koroneos  
Junior Class Advisor, James Dooley and Colleen Reilly (shared)  
Literary Magazine, David Gershfeld  
Mathletes, James Como, Craig Michel and Nancy Yost (shared)  
Mock Trial, Edward Jablonski  
National Art Honor Society, Annette Musteric  
National English Honor Society, David Gershfeld  
National Honor Society, Dina Barone and Beth Crimi (shared)  
New York State Business and Marketing Honor Society, Joanne Macrelli and Patricia Stack (shared)  
Newspaper, Dawn DiVisconti and Christine Maniscalco (shared)  
Photographer: Newspaper/Yearbook, Dawn DiVisconti and Christine Maniscalco (shared)  
Robotics, Andrew Baranec  
School Store, Diana Saadat  
Science Honor Society, Diane Munno  
Science Olympiad, Jessica Picone and Linda Tong (shared)  
Senior Class Advisor, Kristie Ferruzzi and Kelly Weisenseel (shared)  
Sets Director (All Productions), Michael Taranto  
Sophomore Class Advisor, Diana Saadat and Shawn Wallace (shared)  
Student Senate, Edward Jablonski and David Moglia (shared)  
Students for the Environment Club, Brian Haldenwang  
Thirst Project Club, Paola Nilsen  
Tri-M Music Honor Society, Ryan Jensen  
Yearbook, Dawn DiVisconti and Christine Maniscalco (shared)

BEACH STREET MIDDLE SCHOOL

Diversity Club, Fran Ahearn  
Helping Hands Club, Kathleen Crowley  
Mindfulness Club, Kathleen Crowley  
Mathletes Grade 7, Christopher Salerno  
Mathletes Grade 8, Jeannine Conaghan

OTHER, continued

CLUBS/ADVISORS 2020-2021, continued

BEACH STREET MIDDLE SCHOOL, continued

National Junior Honor Society, Christine McCann and Theresa Robertson (shared)  
Newspaper, Danielle Rufrano  
Photography, Robyn Southard  
School Store, Kristen Grossi  
Science Olympiad 6<sup>th</sup> Grade, Andrea Miller  
Science Olympiads 7<sup>th</sup> and 8<sup>th</sup> Grade, Andrea Miller  
Student Council, Lisa Cosgrove  
World Cultures Club, Theresa Robertson  
Yearbook, Theresa Robertson

UDALL ROAD MIDDLE SCHOOL

Art Club, Gregory Ziems  
Current Events, Deborah Pulitano  
Health Club, Tricia Milet  
International Club/Diversity Club, Kristina Rocco  
National Junior Honor Society, Danielle Dischley  
School Store, Denise LaMattina  
Science Olympiads, Kristine Hagens  
Student Council Grade 6, Pamela Diorio  
Student Council Grade 7-8, Kristine Hagens  
Yoga Club, Kristen Finnegan

BAYVIEW ELEMENTARY SCHOOL

Book Club, Maria Lucie  
Kahoot Club, Denise Campasano  
Tech Club, Justin DeMaio

DISTRICTWIDE

Director, Chamber Orchestra, Beach, Vincent Melia  
Director, Chamber Orchestra, Udall, Lynnette Fawess  
Director, Jazz Band, Beach, Stephen Smith  
Director, Jazz Band, Udall, LuAnn Peskanov  
Director, Jazz Ensemble, James Kraus  
Director, Jazz Lab, David Kaufman  
Director, Marching/Pep Band, James Kraus

MANETUCK ELEMENTARY SCHOOL

Community Service Club, Grades K-2, Kerri Ierardi and Susan Marullo (shared)  
Digital Yearbook, Grades 4-5, Kristyna Acerno  
Kindness Club, Grades K-1, Christine Chocko

*\*Conditional pending fingerprinting clearance*

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st day of July, 2020**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and **Donna Geffner, Ph.D., CCC-SP/A** (hereinafter the "CONSULTANT"), having a principal mailing address of 19 Nightingale Court, Manhasset, NY 11030.

### A. TERM

1. The term of this Agreement shall be from **July 1, 2020 through June 30, 2021** and inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. CONDITIONS

In performing services specified in this Agreement, it is understood that:

1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing, and signed by authorized representatives of both parties.
4. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.



### C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

#### **Central Auditory Processing evaluation as per attached Addendum**

2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof by providing copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement, and any other license or certification applicable.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

### D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be as per the attached Fee Schedule.

### E. INSURANCE

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and ~~the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by~~ CONSULTANT in connection with the performance of CONSULTANT'S

responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).

- ~~2. CONSULTANT shall provide the DISTRICT with a certificate of insurance naming the DISTRICT as an indemnified party to the extent of including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages and of policies, and a copy of the additional insured endorsement.~~

#### F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

#### G. SUCCESSORS AND ASSIGNS

It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

#### H. WAIVER OF RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

I. SEVERABILITY

Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

J. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

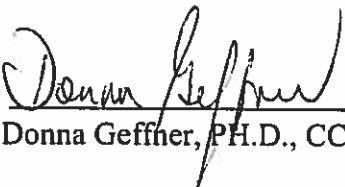
K. ENTIRE AGREEMENT

1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

Donna Geffner, PH.D., CCC-SP/A

West Islip Union Free School District


BY:   
Donna Geffner, PH.D., CCC-SP/A

BY: \_\_\_\_\_  
President, Board of Education

Donna Geffner, Ph.D. CCC-SLP/A  
Speech-Language Pathologist and Audiologist  
19 Nightingale Court  
Manhasset, NY 11030  
(516) 621-0002

**Fee Schedule 2020-2021**

<u>Description</u>	<u>Fee</u>
Audiological Evaluation	\$ 250.00
Auditory Processing Evaluation-Includes audiological	\$ 2,200.00
Speech-Language Evaluation (with CAPD eval)	\$ 3,500.00
Speech-Language Evaluation	\$ 1,500.00
Speech-language Therapy-Individual per hour	\$180.00
Participation on a CSE call	<b>\$250.00</b>
Participation at a CSE in person	<b>\$475.00</b>
Consultation \$250.00 an hour.	

  
Donna Geffner, Ph.D., CCC-SLP/A

Donna Geffner, Ph.D., CCC Sp/A  
NYC Lic # 1743/042  
NPI 1235110065

**Supplemental Agreement between the  
WEST ISLIP UNION FREE SCHOOL DISTRICT**

**and**

**Donna Geffner, Ph.D., CCC-SP/A**

Supplemental Agreement dated this 1st day of July 2020 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, Donna Geffner, Ph.D., CCC-SP/A (the "Contractor") located at 19 Nightingale Court, Manhasset, NY 11030.

WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d (hereinafter "Supplemental Agreement").

NOW THEREFORE, in consideration of the mutual promises below, the District and Contractor agree as follows:

1. **Defined Terms:** Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d.

a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c), and in reference to the party to this Agreement shall mean the WEST ISLIP UNION FREE SCHOOL DISTRICT.

b. "Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean the Donna Geffner, Ph.D., CCC – SP/A.

c. "Student" means any person attending or seeking to enroll in an Educational Agency.

d. "Student Data" means Personally Identifiable Information of a "Student."

e. "Eligible Student" means a Student who is eighteen years or older.

f. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.

g. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.

h. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.

i. "Teacher or Principal Data" means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.

j. "Personally Identifiable Information" shall have the following meanings:

i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)

ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.

2. The District has developed the Parents' Bill of Rights for Data Privacy and Security, the terms of which are applicable to the Agreement between the District and Contractor and are incorporated into this Supplemental Agreement. The Parents Bill of Rights for Data Privacy and Security states:

a. A student's personally identifiable information cannot be sold or released for any commercial purposes.

b. Parents have the right to inspect and review the complete contents of their child's education record maintained by the West Islip Union Free School District.

c. State and federal laws protect the confidentiality of personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

d. A complete list of all student data elements collected by the State is available for public review at

<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>

or a copy may be obtained by writing to:

Office of Information & Reporting Services  
New York State Education Department, Room 863 EBA  
89 Washington Avenue  
Albany, NY 12234

- e. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:

Lisa DiSibio, *District Data Coordinator*  
West Islip UFSD  
100 Sherman Avenue  
West Islip, New York, 11795  
631-930-1583  
[l.disibio@wi.k12.ny.us](mailto:l.disibio@wi.k12.ny.us)

- f. "Supplemental information" for each contract into which the District enters with a third party who receives student data or teacher or principal data shall:
- i. state the exclusive purposes for which the student data or teacher or principal data will be used;
  - ii. specify how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
  - iii. stipulate when the agreement expires and what will happen to the student data or teacher or principal data upon expiration of the agreement;
  - iv. include if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
  - v. state where the student data or teacher or principal data will be stored and the security protections taken to ensure such data will be protected.

This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department's Chief Privacy Officer, as well as emerging guidance documents.

3. As required by Education Law §2-d(3)(c), the District has developed the following "supplemental information" for the Agreement with the Contractor:

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the exclusive purpose(s) of performing Contractor's obligations under this Agreement.

b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and/or the data protection and security requirements set forth in Education Law §2-d.

c. When the Agreement terminates between the District and the Contractor, the Contractor shall return such data to the District or if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form in a manner agreeable to the district.

d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District."

e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: *[Insert the manner in which Student Data and/or Principal or Teacher Data will be stored, and the security procedures that will be taken to ensure that the Data will be protected, including whether the data will be encrypted.]*

All electronic data will be stored on a Disk that is Password Protected.

All hard data will be stored in a file cabinet locked in a separate locked room to which the evaluator only has access

4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.

5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:

a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;

b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;



c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:

i. Without the prior written consent of the Parent or Eligible Student; or

ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.

d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;

6. Breach and unauthorized release of Personally Identifiable Information:

a. In accordance with Education Law §2-d(6), the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.

b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.

c. In the case of notification to a Parent, Eligible Student, Teacher or Principal due to the unauthorized release of student data by the Contractor, or its subcontractors or assignees, the Contractor shall promptly reimburse the educational agency for the full cost of such notification, as required by Education Law §2-d(6)(c).

7. Miscellaneous:

a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor to operate in compliance with the amendment or modified requirements under the applicable laws or regulations.

b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

c. Nothing express or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

**Donna Geffner, Ph.D., CCC-SP/A**

**WEST ISLIP UFSD**

By: Donna Geffner

By: \_\_\_\_\_

Print Name: Donna Geffner

Print Name: Steven D. Gellar

Title: Audiologist Speech Lang Path

Title: President, Board of Education

Date: 11/20/20

Date: \_\_\_\_\_

## HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this 12<sup>th</sup> day of November, 2021 by and between the BOARD OF EDUCATION, EAST ISLIP SCHOOL DISTRICT (hereinafter referred to as the "SCHOOL DISTRICT PROVIDING SERVICES"), as the party of the first part, having its principal place of business at 1 Craig B. Gariepy Avenue, Islip Terrace, NY, and the BOARD OF EDUCATION OF THE WEST ISLIP SCHOOL DISTRICT ("hereinafter referred to as the "SCHOOL DISTRICT RECEIVING SERVICES") as the party of the second part, having its principal place of business at Beach St. & Sherman Avenue, West Islip, NY 11795.

### WITNESSETH

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

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

1. DEFINITIONS: For the purposes of this Agreement,
  - a. "SCHOOL DISTRICT PROVIDING SERVICES" shall mean the School District in which the nonpublic school which has requested health and welfare services is located.
  - b. "SCHOOL DISTRICT RECEIVING SERVICES" shall mean the School District that is contracting for health and welfare services for its resident students who attend a nonpublic school located within the SCHOOL DISTRICT PROVIDING SERVICES.
2. This Agreement shall take effect on the 8th day of September 2020, for the period of September 8, 2020 through June 30, 2021, and terminate on June 30, 2021, unless terminated earlier in accordance with the terms set forth herein.
3. If requested by a nonpublic school located within the SCHOOL DISTRICT PROVIDING SERVICES, such School District shall provide health and welfare services to the pupils who attend such non-public school equivalent to the health and welfare services that it provides to the public school pupils enrolled in the SCHOOL DISTRICT PROVIDING SERVICES. Such services shall consist of, but not limited to the following:

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

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

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

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

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

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

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

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

6. In full consideration for the services to be rendered by the SCHOOL DISTRICT PROVIDING SERVICES to the SCHOOL DISTRICT RECEIVING SERVICES for the period of this Agreement, upon presentation of an invoice by the SCHOOL DISTRICT PROVIDING SERVICES evidencing the allocation of such costs in accordance with the terms set forth herein, the SCHOOL DISTRICT RECEIVING SERVICES will pay the SCHOOL DISTRICT PROVIDING SERVICES at the rate of \$959.62 per student for the period of September 2020 through June 2021.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

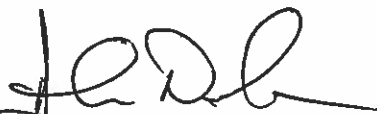
18. The undersigned representative of the SCHOOL DISTRICT RECEIVING SERVICES hereby represents and warrants that the undersigned is an officer, director, or agent of the SCHOOL DISTRICT RECEIVING SERVICES with full

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

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

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

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

By:   
\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS,  
EAST ISLIP SCHOOL DISTRICT

Date:

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

Date:

By: \_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS,  
WEST ISLIP SCHOOL DISTRICT

Date:

By: \_\_\_\_\_  
PRESIDENT OF THE BOARD OF EDUCATION  
WEST ISLIP SCHOOL DISTRICT

Date:



Issue Date  
11/18/2020

East Islip District Office  
1 Craig B. Gariepy Ave.  
Islip Terrace, NY 11752-2820

317-21A

# INVOICE

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

000132

Item Number	Item Description	Amount
	<b>Health Services</b> Cost of providing Health Services for residents attending St Mary's School located in the East Islip School District for the 2020-2021 school year. 4.0000 @ 959.6200 per STUDENT	3,838.48
<b>Invoice Total</b>		<b>3,838.48</b>

Please make checks payable to : EAST ISLIP SCHOOL DISTRICT  
Forward your check to: Maria Brabender, Treasurer  
East Islip Schools  
Craig B Gariepy Avenue  
Islip Terrace, NY 11752

THIS OFFICE MUST RECEIVE ALL CHECKS WITHIN 10 DAYS FROM THE POSTMARKED DATE. THIS WILL INSURE YOUR CONTINUED COVERAGE.

11/13/20

**WEST ISLIP UNION FREE SCHOOL DISTRICT  
AMENDMENT #10 TO CONTRACT**

**with**

**WINKLER REAL ESTATE  
PROFESSIONAL SERVICES AGREEMENT  
Exclusive Listing to Sell or Lease**

**AGREEMENT** made the day \_\_\_\_ of December, 2020, by and between the BOARD OF EDUCATION OF THE WEST ISLIP UNION FREE SCHOOL DISTRICT (the "Board") and WINKLER REAL ESTATE (hereinafter the "Broker").

**WITNESSETH:**

**WHEREAS**, the Board and the Broker are parties to a Professional Service Agreement for exclusive listing to sell or lease dated March 15, 2012 ("Agreement"); and

**WHEREAS**, the parties had entered into an Amendment to the Agreement which expired on May 30, 2013; and Amendment #2 to the Agreement which expired on December 31, 2013; and Amendment #3 to the Agreement which expires on December 31, 2014; and Amendment #4 to the Agreement which expires on December 31, 2015; and Amendment #5 to the Agreement which expires on December 31, 2016 and Amendment #6 to the Agreement which expires on December 31, 2017; and Amendment #7 to the Agreement which expires on December 31, 2018; Amendment #8 to the Agreement which expires on December 31, 2019; and Amendment #9 to the Agreement which expires on December 31, 2020; and

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

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

1. In accordance with paragraph 7, Term of Agreement, the parties agree to extend the Agreement. The extended term shall expire on December 31, 2021.
2. All other clauses shall remain in full force and effect.

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

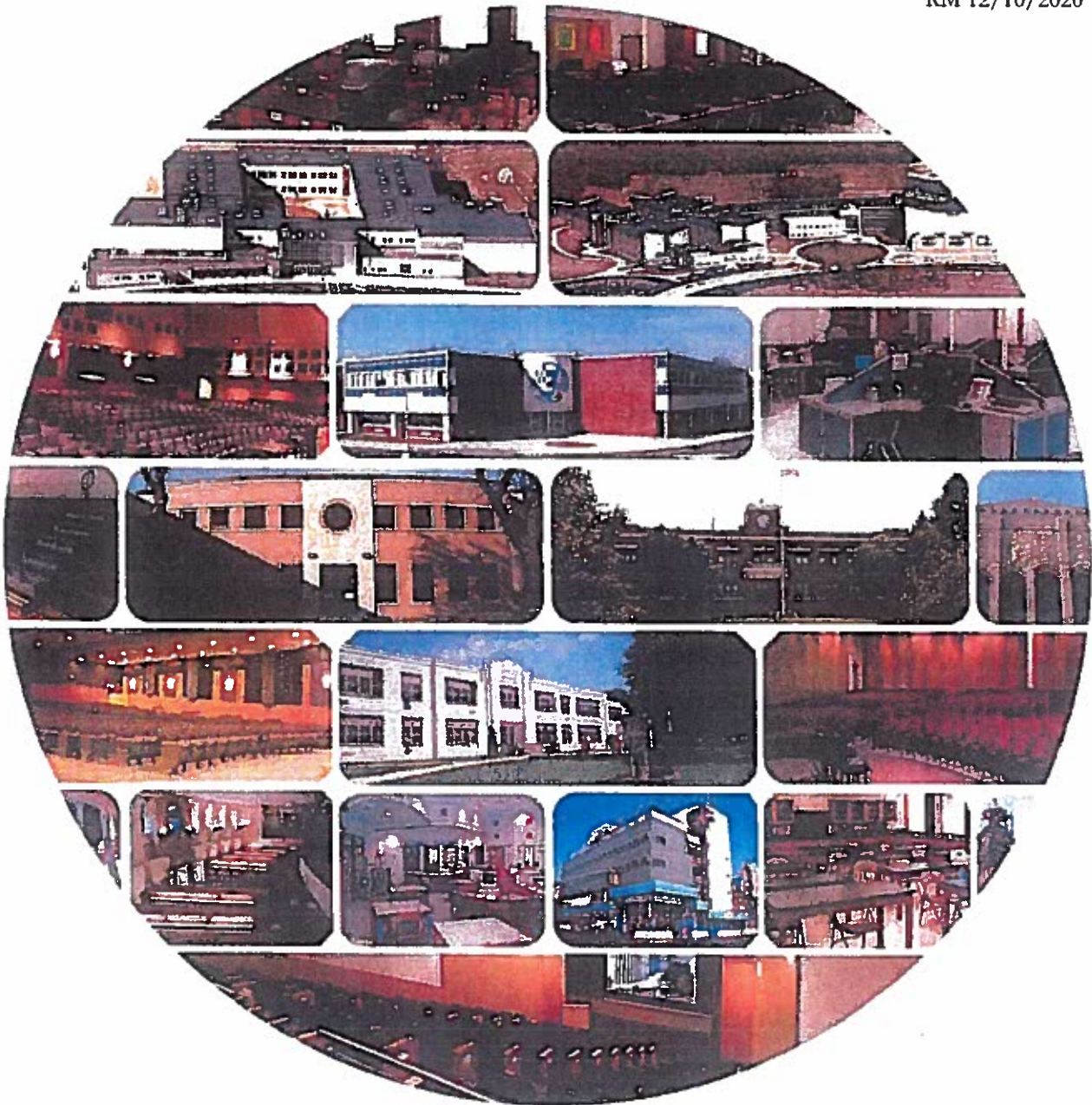
BOARD OF EDUCATION  
WEST ISLIP UNION FREE  
SCHOOL DISTRICT

---

BY: STEVEN D. GELLAR  
President

WINKLER REAL ESTATE

  
BY: JAMIE WINKLER  
Owner



PROPOSAL SUBMITTED  
TO  
**WEST ISLIP UFSD**  
FOR THE  
2015 PROPOSED BOND REFERENDUM  
REVISED SEPTEMBER 10, 2015  
REVISED NOVEMBER 24, 2020  
TO INCLUDE ADDITIONAL SERVICES



**November 24, 2020**

**INTRODUCTION**

On behalf of everyone at School Construction Consultants (SCC), we thank you for the opportunity to present our proposal for Construction Management Services to the West Islip Union Free School District. School Construction Consultants (SCC) has provided Professional Construction Management Services for educational facilities in the region for more than Twenty-Seven (27) years, and has completed hundreds of substantial projects in more than (90) school districts. Our experience is unmatched in the field of construction management for educational facilities.

SCC is dedicated to supplying the most effective management techniques for the planning and construction of a project, from inception to completion, for the purpose of controlling time, cost and quality. This results in a depth of knowledge and experience that is unparalleled. SCC's capabilities extend from straightforward infrastructure improvements, to projects incorporating alterations, additions and new construction. All our projects have been completed without compromising the on-going use of an in-service facility.

The principals of School Construction Consultants, Inc. are licensed architects in the state of New York, and have their LEED Accredited Professional certification. This can assist in keeping any goals for sustainable construction that the West Islip Union Free School District may have at the forefront of these endeavors. All of this experience is invaluable in that it adds a high level of knowledge and experience to the Project Management team.



190 Motor Parkway, Suite 201  
Hauppauge, NY 11788

**Principals:**

**Nick Amoruso**  
AIA, LEED AP  
na@scc-cm.com  
Tel: (631) 567-0200  
Fax: (631) 567-6816

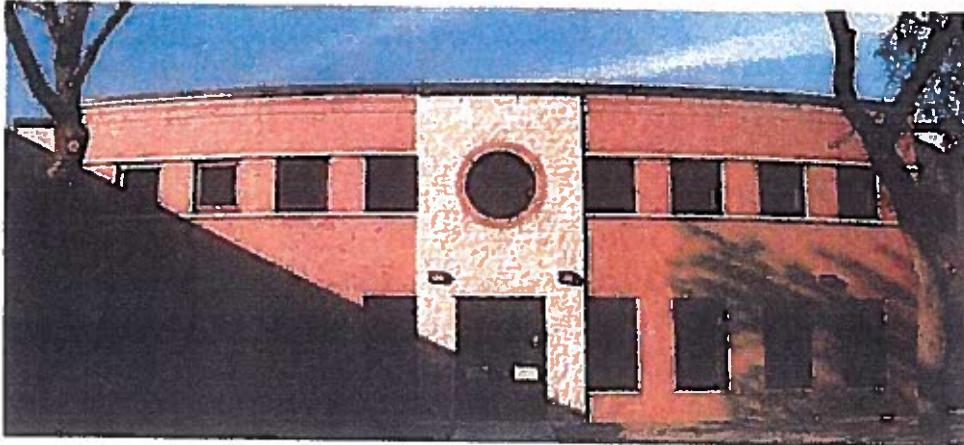
**William Reece**  
AIA, LEED AP  
wr@scc-cm.com  
Tel: (631) 567-0200

[www.schoolconstruction.com](http://www.schoolconstruction.com)

**WEST ISLIP UNION FREE SCHOOL DISTRICT – Site Work and New Synthetic Turf field**



**WEST ISLIP UFSD**



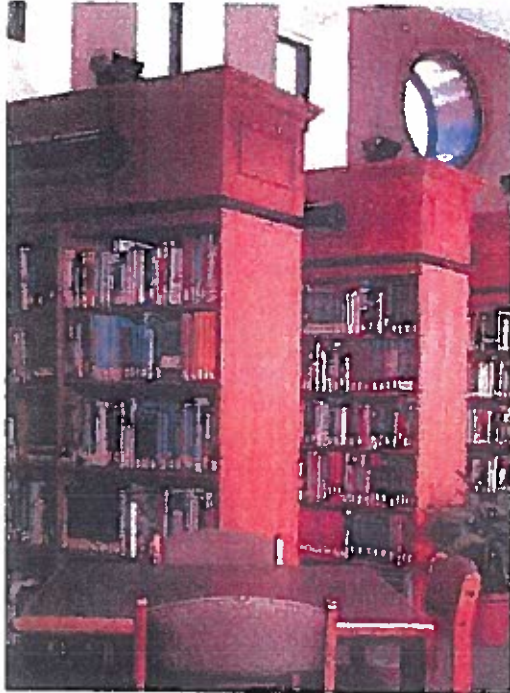
**Client:**  
 West Islip Union Free School District

**Architect:**  
 John A. Grillo - Architect, PC  
 BBS Architects

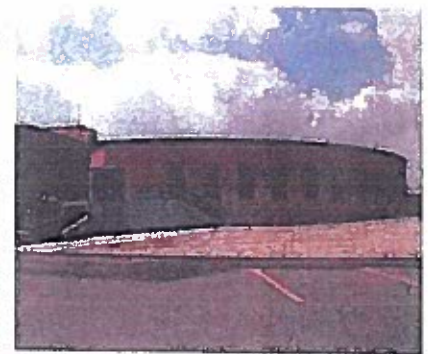
**Projects Capital Cost:**  
 1999- \$52.9 Million Bond Referendum  
 2004- \$1.2 Million Capital Improvements  
 2007- \$22.7 Million Bond Referendum  
 2009- \$8.0 Million Energy Performance  
 2015- \$49.9 Million Bond Referendum

- Project Highlights:**
- (17) Major Additions at (9) Schools
  - Administration Wing Addition
  - Interior Alterations (District-wide)
  - New Fitness Center
  - Renovations (District-wide)
  - Window Replacement (District-wide)
  - Masonry Restoration
  - District Wide Roof Replacement
  - Security Upgrades

**New Library/Media Center at High School**



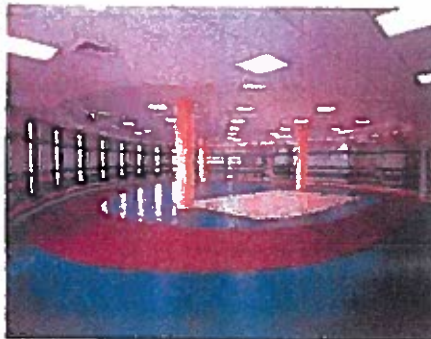
**Library/Media Center Addition**



**Library/Media Center Additions**



**New Multipurpose Classroom**



**New Fitness Center at West Islip High School**



**Math/Science/Technology Classroom**

## WEST ISLIP UNION FREE SCHOOL DISTRICT

### PROPOSED FEE STRUCTURE

2015 BOND REFERENDUM

REVISED SEPTEMBER 10, 2015

REVISED NOVEMBER 24, 2020

**Duration:**

**Pre-construction Phase:** January, February, and March 2021 = (3) months

**Construction Phase:** April – October 31, 2021 = (7) months

**Project Close-out:** November 1, 2021 – December 31, 2021 = (2) months

### Anticipated Staffing

#### Position

Pre-Construction Phase – Part-time Project Manager / Project Executive / Principal (3) months

Construction Phase: (1) Full-time Project Manager (7) months and Part-time Project Executive/ Principal

Project-Close-Out Phase: (1) Full-time Project Manager (2) Months and Part-time Project Executive/ Principal

**Proposed Fee:**

**Pre – Construction Phase:**

January, February, March 2021: \$8,500<sup>00</sup> (per month) X (3) Months = \$25,500<sup>00</sup>

**Construction & Project Closeout Phase:**

April – December 2021: (9) Months X \$23,392<sup>00</sup> (per month) = \$ 210,528<sup>00</sup>

**Total Proposed Fee: \$236,028.00**

**WEST ISLIP UNION FREE SCHOOL DISTRICT  
PROPOSED FEE STRUCTURE (CONTINUED)  
TO INCLUDE ADDITIONAL SERVICES FOR THE 2015 BOND REFERENDUM**

**Notes:**

1. We respectfully ask to be listed as "additionally insured" on all contractor(s) insurance policies. This is a no cost item for the District.
2. We respectfully request that the District provide an office trailer or office space to be utilized for project files and progress meetings for the duration of the project.
3. If the construction/ close-out phase extends beyond December 31, 2021 the following hourly rates can be used:  

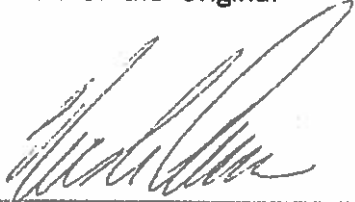
**Project Manager: \$95.00/Hour**  
**Project Executive:\$160.00/Hour**
4. The manpower outlined above (Anticipated Staffing and Supplemental Manpower) can be utilized in any given month as the project warrants.
5. If (9) full-time months and (3) part-time months (Project Manager) or (12) part-time months (Project Executive) are not used for this project, pro-rated portions of the Base Fee will not be invoiced and will be credited to the District.
6. If this Proposal (11-24-2020) is accepted, all provisions of the Original Contract will govern this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

**Nicolas Amoruso**  
\_\_\_\_\_  
Name

**Principal**  
\_\_\_\_\_  
Title

**11-24-2020**  
\_\_\_\_\_  
Date



**LEASEHOLD SPACE AGREEMENT**

AGREEMENT made, as of the date(s) of execution hereof by the respective parties, by and between **Eastern Suffolk BOCES** (hereinafter "BOCES"), maintaining administrative offices located at 201 Sunrise Highway, Patchogue, New York, and the **West Islip School District**, (hereinafter the "District"), maintaining administrative offices located at Corner of Beach Street & Sherman Avenue, West Islip, New York.

WITNESSETH:

WHEREAS, BOCES was required by the State Education Department to develop a five (5) year plan identifying how it will provide appropriate educational space for special education students while simultaneously decreasing the number of such students in segregated settings over such period; said plan being commonly known and referred to as the Special Education Space Requirements Plan, and

WHEREAS, representatives of BOCES and the District have discussed and explored means by which the District may cooperate in supplying such space in existing and proposed District regular education facilities while not requiring District taxpayers to subsidize BOCES programs.

WHEREAS, the District has determined and by approval of this Agreement does hereby declare that the portion of the District's facilities referenced herein is not currently needed for school district purposes and that the leasing of it is in the best interest of the District.

NOW THEREFORE, in consideration of one dollar (\$1.00) in hand paid together with other good and valuable consideration including the mutual promises herein set forth, receipt of which is hereby acknowledged, the parties do respectively agree as follows;

1. The parties stipulate and agree that this Agreement constitutes a renewal and shall not become effective until approved by the Commissioner of Education in accordance with Education Law §403-a.

2. (a) Commencing September 1, 2021, the West Islip School District will rent to BOCES two (2) regular medium-sized classrooms at Paul J. Bellew Elementary School for a period of September 1, 2021 through June 30, 2023, for use by BOCES in its special education program.

(b) The aforesaid classrooms shall be utilized by BOCES for the purpose of conducting classes for the instructional program division, inclusive transitional program and related use(s) conducted exclusively by BOCES.

3. BOCES classes are intended to be conducted in an atmosphere of the least restrictive environment so students attending the BOCES ITP Program will be integrated with and become part of the host District's school population and be able to participate in appropriate student activities. It is further agreed that BOCES students of the classes to be conducted in the above room(s) shall, to the extent practicable, have access to all appropriate facilities of said school, such as, by way of example, but not by way of limitation, the library, nurse's office, computer labs, auditorium, cafeteria, gymnasium, science laboratories, lavatories, art room, music room and playground, subject to reasonable regulation of the school principal and on a schedule of days and hours to be determined by the principal of said school or his or her representative in consultation with the Program Administrator of BOCES. It is also understood that BOCES classes shall have the same access to the Internet at the classroom level as the host school provides for the same grade level/department at the school housing the class/classes. Computers for these classrooms shall be supplied by BOCES.

4. Use of the above rooms and other facilities by BOCES will be restricted to each day when the landlord school district is in session during normal school hours, from September 1 through June 30, unless adjusted by mutual consent. BOCES shall not use the

rooms and other facilities during the months of July and August, unless BOCES receives prior written authorization from the Superintendent of the District. BOCES classrooms, as identified in this Agreement, shall be for the exclusive use of BOCES during the term of this Agreement, unless adjusted by mutual consent.

5. This lease will be for a period commencing September 1, 2021 and terminating on June 30, 2023.

6. The base classroom rent for 2021/2022 shall be the 2020/2021 rate per classroom, \$10,035.18, multiplied by the tax cap's most recent allowable growth/inflation factor, (i.e. the lesser of 2% or the CPI-U). The base classroom rent for 2022/2023 shall be the 2021/2022 rate per classroom multiplied by the tax cap's most recent allowable growth/inflation factor, (i.e. the lesser of 2% or the CPI-U). This lease is based upon the rental of a medium-sized classroom of 800 sq. ft. as determined by Richard Wiedersum of Wiedersum Associates Architects, PLLC. The classroom is standard for the building and shall include all services as described in paragraph 9; and each school year's rent shall be payable in ten (10) equal monthly installments, which shall be due on the 1<sup>st</sup> of each month from September through June of each school year.

7. BOCES staff shall have the non-exclusive use of the faculty room and other usual facilities available to District staff under the same conditions as applicable to the staff of said school.

8. The District will provide adequate non-exclusive parking facilities for the use of vehicles of BOCES staff members and for vehicles owned or leased by BOCES for transportation of either students or staff members under the same conditions as those applicable to the staff and students of said school.

9. Buses transporting BOCES students to and from said school shall be provided

regular drop-off and pick-up points at a location and on a schedule to be mutually agreed upon between the principal of said school or his or her representative and a representative of BOCES.

10. In return for the base rent paid to the District by BOCES, the District will supply the designated classroom space with all necessary utilities (heat, electricity and water) custodian and maintenance services at the same level provided to other areas of the building. BOCES may provide window air conditioners for the demised premises at its sole cost and expense. Any and all modifications to the electrical system required as a result of the installation of any such window air conditioners in the demised premises shall be performed by the District at the sole cost and expense of BOCES. BOCES may remove the air conditioners at the end of the lease term. The District shall consent to installation, at the expense of BOCES, of a telephonenumber.

11. The District and BOCES must agree upon any classroom modifications needed to support the BOCES program. The District and BOCES will determine and agree upon a payment method for all approved work.

12. The District agrees to supply school furniture such as desks, chairs, and tables comparable to that provided for District students and staff at the same grade level at the Host School. BOCES, however, shall be solely responsible for the supplying of all specialized equipment and furniture for its students and staff.

13. Insurance Required - BOCES

(a) BOCES, at its own cost and expense shall maintain the coverages hereinafter listed and shall effectuate the naming of the District as an unrestricted additional insured on its insurance policies covering the BOCES program herein described and the use of District facilities, equipment and staff hereunder contemplated

(with the exception of Workers' Compensation).

(b) The policy naming the District as an additional insured shall:

- o Be an insurance policy from an AM. Best rated "secured" New York State admitted insurer
- o Provide for thirty (30) days' notice of cancellation to the District
- o State that the organization's coverage shall be primary coverage for the leased premises for the District, its Board, employees and volunteers
- o Be permitted to be effected by one or more "blanket policies" covering the demised premises and other premises of BOCES

(c) BOCES agrees to indemnify the District for any BOCES deductibles applicable to BOCES use/occupation of the leased premises.

(d) Required Insurance:

- o Commercial General Liability Insurance - \$1,000,000 per occurrence/\$2,000,000 aggregate
- o Property insurance concerning BOCES' owned equipment and furnishings, and property in units sufficient to cover a loss with respect to same
- o Automobile Liability with respect to vehicles used by BOCES in connection with the demised premises - \$1,000,000 combined single limit
- o Workers' Compensation Insurance -statutory
- o Umbrella policy \$4,000,000

(e) BOCES acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for

damages, indemnification and all other legal remedies available to the District. BOCES is to provide the District with a Certificate of Insurance evidencing that the above requirements have been met prior to commencement of work or use of the facilities.

14. Insurance Requirements - District

(a) The District, at its own cost and expense shall maintain the coverages hereinafter listed and shall effectuate the naming of BOCES as an unrestricted additional insured on its insurance policies covering BOCES use of District facilities, equipment and staff hereunder contemplated (with the exception of Workers Compensation).

(b) The policy naming the BOCES as an additional insured shall:

- o Be an insurance policy from an A.M. Best rated "secured" New York State admitted insurer
- o Provide for thirty (30) days' notice of cancellation to BOCES
- o State that the District's coverage shall be primary coverage for the leased premises for BOCES, its Board, employees and volunteers
- o Be permitted to be effected by one or more "blanket policies" covering the demised premises.

(c) The District agrees to indemnify BOCES for any District deductibles applicable to BOCES use/occupation of the leased premises.

(d) Required Insurance:

- o Commercial General Liability Insurance - \$1,000,000 per occurrence/\$2,000,000 aggregate
- o Property insurance to cover buildings, structures and business property in amounts to sufficiently protect them in the event of a property loss at the leased premises

- o Automobile Liability with respect to vehicles used by the District in connection with the Leased Space - \$1,000,000 combined single limit
- o Workers' Compensation Insurance -statutory
- o Umbrella policy \$4,000,000

(e) The District acknowledges that failure to obtain such insurance on behalf of BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the BOCES. The District is to provide BOCES with a Certificate of Insurance evidencing that the above requirements have been met prior to commencement of work or use of the facilities.

(f) The District hereby agrees that it shall not assign rights of recovery against BOCES to any third party to the extent of any insurance recovery under any fire insurance and extended coverage policy covering the school within which the demised premises are located. The District further agrees that it shall obtain from its fire insurance company or companies, at the cost, if any, to BOCES, a Waiver of Subrogation in favor of BOCES and shall cause such Waiver to be delivered to BOCES as expeditiously as possible. BOCES shall be the additional named insured on the District policy.

#### 15. Indemnification

(a) It is expressly understood and agreed that BOCES will forever indemnify and save harmless the District, its employees and Board of Education for and against any and all liability, cost, loss, penalties, damages, expenses, and judgments, including, without limitation, court costs, expenses, awards, judgments and attorneys' fees, arising from injury or damage during the term of this agreement to person or property of any nature occasioned, wholly or

in part by any act(s) or omission(s) of the District or of the employees, servants, guests, agents, representatives, students, invitees, assigns or under-tenants of BOCES in their occupation/use of the premises.

(b) It is expressly understood and agreed that the District will similarly indemnify and hold BOCES, its employees, and the BOCES Board harmless from and against any and all liability, cost, loss, penalties, damages, expenses, and judgements, including, without limitation, court costs, expenses, awards, judgements and attorneys' fees, arising from injury or damage during the term of this agreement to person or property of any nature occasioned, wholly or in part by any act(s) or omission(s) of the District employees, servants, guests, agents, representatives, students, invitees, assigns or under-tenants of the District in their occupation/use of the premises.

16. Miscellaneous

a. Neither party shall assign this Agreement nor sublet the Leased Space or any part thereof, nor permit the same to be used or occupied other than by BOCES without the prior written consent of the party in each instance.

b. In the event that any portion of the premises herein demised or the building or any part thereof in which said premises are located are damaged or destroyed or other casualty without the fault of BOCES, its employees, agents, servants, representative, students or invitees, and such damage or destruction is so substantial as to render the premises herein provided to BOCES unfit for the intended purpose of this Agreement and further provided that the District shall within twenty (20) days of such fire or other casualty determine that it will not repair and/or reconstruct the premises to its former condition, then and in that event this Agreement shall terminate and be of no further force and effect. In the event that following such fire or other casualty the District shall elect to repair and/or reconstruct said damage, then and in that event, the lease shall continue but the rent shall



be pro-rated based upon the portion of the demised premises rendered unfit for the intended purpose of this Agreement and the period of time during which it is so rendered.

c. BOCES shall not do nor permit the doing of anything in the premises herein provided to it under this agreement or in any portion of the building or upon any premises of the District nor permit nor suffer its employees, agents, servants, representatives, students or invitees to do anything in or on any premises of the District which will increase the rate of fire insurance thereon or in the event that as a result of any act or failure to act on the part of BOCES, its employees, agents, servants, representatives, students or invitees, the rate of fire insurance thereon is increased, the District will notify BOCES of same and if BOCES does not discontinue such use within thirty (30) days, BOCES will pay for any such insurance increase upon demand as additional rent.

d. The failure of the District and/or BOCES to insist upon the strict performance of any of the terms, conditions or covenants herein set forth shall not be deemed a waiver of any rights or remedies that the said District may have, nor shall such failure be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein contained.

e. Any and all sums due the District by BOCES hereunder (other than rent) shall be due and payable within thirty (30) days of receipt by BOCES of a bill for same.

f. The District and BOCES acknowledge and agree that this Agreement is made in accordance with and subject to the provisions of Sections 403-a and 1950 subdivision 4p of the Education Law.

g. BOCES shall replace, at its own cost and expense, any and all broken glass in and about the premises caused by its employees, servants, guests, agents, representatives, students, invitees, assigns or under-tenants of BOCES in their occupation/use of the premises. BOCES will make all necessary and uninsured repairs

resulting from the use or occupation of the demised premises by BOCES, or of the employees, servants, guests, agents, representatives, students, or invitees or under-tenants of BOCES in their occupation/use of the premises. BOCES agrees to surrender the demised premises and fixtures in good order excepting normal wear and tear.

h. BOCES agrees that the District and its representatives shall have the right to enter into and upon the demised premises at all reasonable hours for the purpose of examining same. When making repairs or alterations therein as may be necessary for the safety and preservation thereof, the District will provide such notice as is practicable.

i. BOCES shall have the right to terminate this lease as of June 30 annually, by notifying the District in writing on or before December 31, if BOCES can demonstrate to the District that it has insufficient enrollment and/or a program change to justify the need to no longer utilize the leased classroom space. The District may terminate this lease as of June 30 annually, by notifying BOCES in writing on or before December 31, if the District in its sole discretion deems it is no longer in its best interest to continue the lease.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the dates indicated.

BOARD OF EDUCATION OF THE  
WEST ISLIP UFSD

EASTERN SUFFOLK BOCES

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