

# AGENDA



## BOARD OF EDUCATION

January 11, 2018

Beach Street Middle School  
17 Beach Street

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

# A G E N D A

## REGULAR MEETING OF THE BOARD OF EDUCATION

January 11, 2018

*Beach Street Middle School*

*West Islip, New York*

- I. **CALL TO ORDER**
- II. **QUORUM COUNT**
- III. **ANNOUNCEMENTS**
- IV. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards only. (Name and address required) - This will be limited to 20 minutes and will continue only as long as it is conducted in an orderly fashion.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the December 14, 2017 Regular Meeting.
- VI. **RECOGNITION**
  - A) **Music**  
*Erin Bevan, Patrick Bolin, Gregory Bove, Nicole D'Asaro, Rebecca Dean, Nick Del Orfano, Jake Dieli, Lisa Esposito, Matthew Falkenmayer, Marc Frazier, Lily Gilmore, Joseph Gusmano, Joseph Hudson, Joseph Imburgia, Thomas Interrante, Melissa Khoury, Erik Kier, Shaelyn Krucher, George Lee, Lauren Leonardi, David Mahany, Stephen Malinowski, Isabella Marmo, Marisa Pastore, Molly Perrone, Vanessa Scrivani, Sean Swenson, Tristan Tran, Evan Trommer, Anthony Venezia, Alec Vogel, Jack Walsh, Jefferson Xu, Christopher Zito*
- VII. **PERSONNEL**
- VIII. **CURRICULUM UPDATE**
- IX. **REPORT OF COMMITTEES:**
  - A) Finance Committee {1/9/2018}
  - B) Education Committee {1/11/2018}
  - C) Buildings and Grounds Committee {1/9/2018}
  - D) Committee on Special Education/Preschool Special Education Recommendations re: classification/placement/I.E.P. modifications of students as delineated {1/11/2018}
  - E) Health and Wellness Committee {1/11/2018}
- X. **FINANCIAL MATTERS**
  - A) Treasurer's Report
- XI. **BUSINESS ITEMS**
  - A) Approval of Budget Transfers
  - B) Approval of Contracts
    - 1. Commack UFSD 2017-2018
  - C) Approval of Surplus
    - 1. Miscellaneous IT equipment ~ District-wide
    - 2. Miscellaneous books ~ Beach
  - D) Approval of Sealed Bid
    - 1) #1715 Brian's Tool Sales
- XII. **PRESIDENT'S REPORT**
  - A) Approval of Leasehold Space Agreement with Eastern Suffolk BOCES for two classrooms at Paul J. Bellew Elementary School

- XIII. **SUPERINTENDENT'S REPORT**
- XIV. **NOTICES/REMINDERS**
- XV. **OTHER ITEMS FOR BOARD MEMBERS INFORMATION**
- XVI. **INVITATION TO THE PUBLIC** - *The public, at this time, is cordially invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards only. (Name and address required) ~ 20 minute time limit*
- XVII. **EXECUTIVE SESSION** - *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session in the District Office Board Room to consider any items for which a vote is required.*
- XVIII. **CLOSING** - Adjournment

**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**December 14, 2017 –Beach Street Middle School**

PRESENT: Mr. Gellar, Mrs. LaRosa, Mr. Brady, Mr. Maginniss, Mr. Michaluk, Mr. O'Connor  
ABSENT: Mr. Zotto  
ADMINISTRATORS: Mrs. Burns, Mrs. Duffy, Dr. Rullan  
ABSENT: None  
ATTORNEY: Mr. Volz

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Meeting was called to order at 8:01 p.m. followed by the pledge.

**APPROVAL OF MINUTES**

Motion was made by Scott Brady, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve the minutes of the November 28, 2017 Planning Session Meeting.

**RECOGNITION**

Athletic

Girls Varsity Gymnastics ~ *Averie Alessi, Kimberly Arena, Emily McGrade, Delaney Rivera, Alyssa Woltmann*  
Girls Varsity Tennis ~ *Lenna Paulsen*  
Girls Varsity Soccer ~ *Morgan Iacono, Melissa Khoury, Lauryn Schmidt*  
Boys Varsity Soccer ~ *Thomas Parson, Josh Young*  
Girls Varsity Cross Country ~ *Klaire Klemens*  
Boys Varsity Volleyball ~ *Anthony DiMino*  
Varsity Football ~ *Anthony Giardina, Kyle Haff, Michael LaDonna, Timothy Mullane, Joseph Rota*  
Varsity Field Hockey ~ *Hailey Hickey, Riley Wallace*  
Varsity Boys Golf ~ *Joseph Tammara*

**PERSONNEL**

Motion was made by Paul Michaluk, seconded by Ron Maginniss and carried when all Board members present voted in favor to approve **TEACHING: CHILD-BEARING LEAVE OF ABSENCE (paid):** Celia Field, Special Education, effective November 27, 2017 (Manetuck).

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve **CIVIL SERVICE: SUBSTITUTE NURSE (\$115 per diem):** Anna Maria Cipriano, effective December 15, 2017; Laura Dowsey, effective December 15, 2017.

Motion was made by Paul Michaluk, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve **OTHER: CLUBS/ADVISORS 2017-2018: UDALL ROAD MIDDLE SCHOOL:** National Junior Honor Society, Julia Cardo; Sets Designer, Justin DeMaio and Shane O'Neill (shared).

Motion was made by Annmarie LaRosa, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve **OTHER: HOMEBOUND INSTRUCTOR (\$30/hour):** Constance Papayani, effective November 29, 2017; Kristen Papillo, effective November 29, 2017; Tina-Marie Sarnicola, effective November 29, 2017.

Motion was made by Kevin O'Connor, seconded by Ron Maginniss and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$115 per diem): Rachel Brielmeier, effective January 18, 2018, student teacher; Allison Buser, effective January 18, 2018, student teacher; \*Theresa Cardello, effective January 18, 2018, student teacher; \*Talia Carrigan, March 5, 2018, student teacher; Amanda Gallagher, effective January 18, 2018, student teacher; Karissa Mooney, effective January 29, 2018, student teacher; \*Jenna Pessoni, effective January 18, 2018, student teacher; Oliver Rosales, effective December 15, 2017, Rianna Schwartz, effective January 18, 2018, student teacher.

Motion was made by Paul Michaluk, seconded by Ron Maginniss and carried when all Board members present voted in favor to approve OTHER: PERMANENT SUBSTITUTE TEACHER (\$130 per diem): Dawn Pizzuto, effective December 18, 2017.

Motion was made by Scott Brady, seconded by Paul Michaluk and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHING ASSISTANT (\$85 per diem): Rachel Brielmeier, effective January 18, 2018; Allison Buser, effective January 18, 2018; \*Theresa Cardello, effective January 18, 2018; \*Talia Carrigan, March 5, 2018; Amanda Gallagher, effective January 18, 2018; \*Jenna Pessoni, effective January 18, 2018; Oliver Rosales, effective December 15, 2017; Rianna Schwartz, effective January 18, 2018.

#### CURRICULUM UPDATE

Dr. Rullan informed the audience that on December 1, while elementary faculty and staff participated in parent-teacher conferences, Superintendent's Conference Day was held for middle school and high school faculty and staff. Workshops offered included Google Classroom, Google collaboration, Go Guardian, EdPuzzle, Research, HyperDocs, Apps and Extensions and SMART Learning Suite online.

On December 11, students at Udall Road interacted with the Google Expedition Augmented Reality (AR) Pioneer Program as part of a grant award. This program uses Google Tango technology to effectively scan and map the physical classroom and accurately project 3D models. Select teachers in all three grade levels participated in the Pioneer Program and viewed images from probability and phases of the moon to historic Pompeii and the human circulatory system.

Dr. Rullan shared a visit with kindergarten students engaged in creating their own masterpieces using circles and ovals and secondary colors after being inspired by the artist Mondrian, who used rectangles and primary colors to create his pieces.

#### REPORT OF COMMITTEES:

Audit Committee: Ron Maginniss reported on the meeting held on 11/28/17. The committee met with Ali Battaglia, partner with R.S. Abrams & Co., LLP to review the financial statements for the year ended June 30, 2017. The financial statements reflect a positive position for the school district. The net expenses were under budget and improvements were made to the reserve accounts. Mrs. Duffy explained the savings in several areas of the 2016-2017 budget which included purchasing chromebooks for the English department instead of textbooks and renewing the copy machines lease through BOCES rather than with the vendor. There were also savings in service fees for liability insurance, legal fees, utilities, student related services and other expenses. The district also refinanced the 2005 serial bond for a savings of \$200,000 in debt costs. The final audit report reflects no material weaknesses in internal control and no new audit findings.

Finance Committee: Paul Michaluk reported on the meeting held on 12/12/17. Items reviewed included the October treasurer's report; October Extra-Curricular; October payroll summary; October financial statements; claims audit report and November system manager audit report. Also reviewed were warrants, payroll certification forms, budget transfers and surplus of science textbooks for Beach St. and Udall Rd. Other items reviewed included contracts for Deer Park and South Huntington school districts and Mrs. Duffy reviewed the results of the Bond Refinancing bid.

Building and Grounds Committee: Kevin O'Connor reported on the meeting held on 12/12/17. BBS and School Construction Consultants provided a bond project update for Phases 1, 2a and 2b. The high school roof project was completed in one year instead of two, bleachers, pool liner, gym windows and high school generator were all replaced and window screens will be provided at the middle and elementary schools. The committee also discussed revised plans for the security vestibules at the elementary buildings. The Board will visit the middle schools and high school in the near future. Other items discussed were winter gym accessibility and the installation of an air conditioner in the Westbrook cafeteria, for which Divine Rhythms will pay all related costs.

Safety Committee: Scott Brady reported on the meeting held 12/12/17. Mr. Brady informed the audience that the committee and administration are very passionate about the safety of students and staff. Items reviewed included protocols for rights to security cameras, additional camera coverage at the footbridges and other areas of concern as the budget allows, access to the district's fields and grounds during school hours, and completion of security vestibules for each of the buildings.

Mrs. LaRosa spoke about the five year anniversary of the tragedy at Sandy Hook Elementary School and the role of teachers as protectors of our children. Mrs. LaRosa would like the security vestibules for each of the buildings completed as quickly as possible. Mr. Gellar added that the four elementary schools should be done this summer but the district is at the mercy of the State Education Department for project approval.

Committee on Special Education: Annmarie LaRosa reported on the meeting held on 12/14/17. Items reviewed included CPSE/CSE recommendations and issues about which the committee needs to be aware.

Health and Wellness Committee: Annmarie LaRosa reported on the meeting held on 12/12/17. Items reviewed included the financial report, preparation of the newsletter addressing adolescent mental health, social media, vaping and "Screenagers" – creating awareness to the dangers of unrestricted use of digital devices. The next meeting will take place on January 11, 2018 at 9:30 am. in the cafeteria at P.J. Bellevue Elementary School.

## FINANCIAL MATTERS

The treasurer's report for October was presented. Beginning balance as of 9/30/17: \$41,152,786.69; ending balance as of 10/31/17: \$28,265,050.26.

Motion was made by Scott Brady, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve budget transfers 3439 – 3449.

Motion was made by Ron Maginnis, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve the following contract: 2017-2018 Deer Park UFSD/Health Services - \$4,755.70.

Motion was made by Kevin O'Connor, seconded by Paul Michaluk, and carried when all Board members present voted in favor to approve the following contract: 2017-2018 South Huntington UFSD.

Motion was made by Scott Brady, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve the following surplus items: Science textbooks ~ Beach Street MS and Udall Road MS.

## PRESIDENT'S REPORT

Motion was made by Kevin O'Connor, seconded by Scott Brady, and carried when all Board members present voted in favor to approve resolution re: destruction of unused and full ballot booklets.

Motion was made by Scott Brady, seconded by Kevin O'Connor, and carried when all Board members present voted in favor to approve WISE Memorandum of Agreement.

SUPERINTENDENT'S REPORT:

Mrs. Burns thanked the Chamber Orchestra for their performance in the Beach Street lobby prior to the Board meeting and encouraged all to attend the High School Orchestra Concert on Wednesday, December 20, at 7:30 p.m. at the high school.

Mrs. Burns also informed the audience that because of the good and charitable work of the Health and Wellness Alliance, West Islip is one of twenty schools nominated to participate in the Team Up 4 Community Service Challenge and has a chance to win a \$3,000 grant. Additional information is on the district website.

Mrs. Burns wished everyone a happy and healthy holiday season and new year.

NOTICES/REMINDERS:

The following resident wished to speak during an "Invitation to the Public":

Jake Maresca, 688 Pat Drive, West Islip - Jake Maresca spoke about the importance of robotics and a presentation he made at Zebra Technologies in Holtsville regarding robotics and the impact robotics has on students and the community. Jake and a student from the Huntington School District met with the CEO of Zebra Technologies; the West Islip and Huntington robotic teams will be organizing an event to encourage young women to work in the engineering field.

Mrs. Burns spoke about the importance of the STEM (Science, Technology, Engineering and Math) curriculum and the opportunities it provides to students beyond high school. Mrs. Burns also advised that the district is looking at high school space allocations so STEM classes have adequate room to operate.

Motion was made by Scott Brady, seconded by Paul Michaluk and carried when all Board members present voted in favor to adjourn to Executive Session at 8:39 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:06 p.m. on motion by Kevin O'Connor, seconded by Annmarie LaRosa and carried when all Board members present voted in favor.

Motion was made by Kevin O'Connor, seconded by Ron Maginniss and carried when all Board members present voted in favor to approve resolution – Personnel Action Resolution – Employee "A".

Meeting adjourned at 9:07 p.m. on motion by Ron Maginniss, seconded by Paul Michaluk and carried when all Board members present voted in favor.

Respectfully submitted by,



Mary Hock  
District Clerk

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

**PERSONNEL:**

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

**TEACHERS**

**T-1      CHILD-BEARING LEAVE OF ABSENCE (paid)**

Maria Kaminsky, American Sign Language  
Effective January 12, 2018  
(High School)

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

Maureen Umstatter-Sanchez, Special Education  
January 4, 2018 – June 30, 2018  
(Bayview)

**T-3      LEAVE OF ABSENCE (unpaid)  
*(Pursuant to the Family Medical Leave Act of 1993-  
12-week continuous medical coverage)***

Melissa Morales, School Counselor  
Effective December 29, 2017 – March 2, 2018  
(Udall)

Nicoline Morrell, Mathematics  
Effective December 21, 2017 – March 29, 2018  
(Manetuck)

Tara Probert, Social Studies  
Effective January 8, 2018 – February 16, 2018  
(Beach)

**CIVIL SERVICE**

**CL-1      RETIREMENT**

Susan Burke, Senior Clerk Typist  
Effective January 16, 2018  
(27 years)

**CL-2      PROBATIONARY APPOINTMENT**

Debra Federico, Clerk Typist  
Effective January 17, 2018  
(Bayview and Paul J. Bellew; Step 1; replacing S. Burke {retired})

**OTHER**

**CLUBS/ADVISORS 2017-2018**

**HIGH SCHOOL**

Chamber Singers, Melissa Senatore  
Drama Coordinator, James Kraus



OTHER, continued

ENRICHMENT (\$275 per session)

Justin DeMaio, LEGOS & Board Games and More  
Michelle Edgley, Blast Off & Soak and Scrub  
Tami Lombardi, International Cooking (K-3 and 4-8)  
Christine Maniscalco, Coding is Cool 1 & 2  
Wesley Oakes, Theater 1 & 2

HOMEBOUND INSTRUCTOR (\$30/hour)

Cara Douglas, effective January 12, 2018  
Jennifer Marrali, effective January 12, 2018  
Christina McMahon, effective January 12, 2018  
Alyssa Ruta, effective January 12, 2018

SUBSTITUTE TEACHER (\$115 per diem)

Lisbi Bosia, effective March 12, 2018, *student teacher*  
Cara Douglas, effective January 12, 2018  
Daniel Gschwind, effective March 19, 2018, *student teacher*  
Jasmyn Herrera, effective January 18, 2018, *student teacher*  
Jennifer Marrali, effective January 12, 2018  
Christina McMahon, effective January 12, 2018  
Taylor Raimo, effective January 23, 2018, *student teacher*  
Alyssa Ruta, effective January 12, 2018

SUBSTITUTE TEACHING ASSISTANT (\$85 per diem)

Lisbi Bosia, effective March 12, 2018  
Cara Douglas, effective January 12, 2018  
Daniel Gschwind, effective March 19, 2018  
Jasmyn Herrera, effective January 18, 2018  
Jennifer Marrali, effective January 12, 2018  
Christina McMahon, effective January 12, 2018  
Taylor Raimo, effective January 23, 2018  
Alyssa Ruta, effective January 12, 2018

**TUITION CONTRACT  
FOR  
SPECIAL EDUCATION SERVICES**

RECEIVED  
REC'D NOV 17 2017

AGREEMENT made by and between the Board of Education of the Commack Union Free School District, having its principal office at Clay Pitts Road, P.O. Box 150, Commack, New York 11741 (hereinafter called the "Receiving School District"), and the Board of Education of the West Islip Union Free School District having its principal office at 100 Sherman Avenue, West Islip, New York 11795 (hereinafter called the "Sending School District").

**WITNESSETH:**

WHEREAS, pursuant to Education Law §4402(2)(b), the Sending School District is authorized to contract for special services or programs as the Sending School District shall deem reasonable and appropriate for students with disabilities, and has determined after consideration of the recommendations of the local committee on special education ("CSE") that the Receiving School District is adequate to provide such special education instruction and/or related services; and

WHEREAS, the Receiving School District is a public school district authorized by New York State to conduct, operate and maintain an educational program and provide special education and related services to students with disabilities; and

WHEREAS, the Sending School District is desirous of having the Receiving School District provide such instruction and/or related services to certain students with disabilities residing within the Sending School District; and

WHEREAS, the Receiving School District acknowledges that it has reviewed the Individualized Education Program(s) ("IEP") of the student(s) to be served pursuant to this agreement and warrants that it is capable of providing and will provide the level of instructional and related services required by each applicable IEP;

NOW, THEREFORE, the parties mutually agree as follows:

**A. TERM:**

1. The Sending School District hereby agrees to place, and the Receiving School District agrees to accept, the student(s) listed on the attached "Confidential Schedule A" in an appropriate program of the Receiving School District for the 2017-2018 school year. The term of this Agreement shall be from September 1, 2017 through June 30, 2018 inclusive, unless earlier terminated as provided in this Agreement.

**B. COMPENSATION:**

1. The Receiving School District shall be entitled to recover tuition from the Sending School District for each student receiving services pursuant to this Agreement. The

Sending School District shall pay the Receiving School District the total estimated tuition as indicated for each student on Confidential Schedule A, which includes Basic Instruction and additional services for 10 months.

2. The Receiving School District shall submit a written invoice to the Sending School District which references the time period for which payment is being requested and includes a breakdown of the total amount due for the period specified.
3. The Sending School District shall pay the Receiving School District within thirty (30) days of receipt of each invoice by the Sending School District.
4. The Sending School District shall not incur any charges should the Receiving School District, its employees and/or agents in any way fail to perform services.
5. The Sending School District acknowledges that it is responsible for the contractual tuition rate set forth in this Agreement as an estimated cost. Actual cost will be calculated and billed to the Sending School District. The Receiving School District acknowledges that the tuition rate is a contractual one not based on NRT or any other state-wide formula. The tuition is not subject to adjustment based upon additional Foundation Aid, High Cost Aid or any other factors.

C. SERVICES AND RESPONSIBILITIES:

1. The Receiving School District shall provide the services as set forth in each student's Individualized Education Program (IEP). The Sending School District shall obtain and provide to the Receiving School District such releases, prescriptions and/or other legal documents as necessary for the Receiving School District to provide such services and to fulfill its obligations under this Agreement. The Sending School District shall provide prompt written notice to the Receiving School District of any modification of a student's IEP.
2. The Sending School District is responsible for OT and PT as set forth in the student's IEP. These related services are in addition to the tuition and will be billed separately and directly by the contractor to the Sending School District and paid by the Sending School District directly to the contractor.
3. The Sending School District shall give written notice to the Receiving School District if a student(s) is to be added or deleted from the Confidential Schedule A. Such notice shall be given thirty days in advance or as soon as the Sending School District becomes aware of the student terminating attendance in the Receiving School District's program. In the event that a student(s) is/are added or deleted during the term of this Agreement, the payment amount owed by the Sending School District shall be adjusted accordingly.

4. The Receiving School District shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department, including but not limited to the maintenance of the student's pendency rights, if and when such rights are properly asserted.
5. The Receiving School District agrees to report to the Sending School District on the progress of the student as requested and as set forth in the student's IEP. The Receiving School District agrees to permit a representative or representatives of the Committee on Special Education of the Sending School District to visit the program in which the student is enrolled upon reasonable prior written notice.
6. The Receiving School District shall make qualified personnel available to participate in meetings of the Sending School District's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the Receiving School District of such meetings.
7. The Receiving School District shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act including background checks and fingerprinting of all staff directly providing services to students.
8. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the Receiving School District shall promptly give written notice of same to the Sending School District.

D. INSURANCE:

1. The Receiving District, 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 Receiving District and the Sending District, including the Board of Education, employees and volunteers, as additionally insured, against any claim for liability, personal injury or death occasioned directly or indirectly by the Receiving District in connection with the performance of the Receiving District's responsibilities under this agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be written by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-Minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the receiving district shall notify the sending district in writing within thirty

(30) days of such cancellation or non-renewal.

E. REPRESENTATIONS:

1. The Receiving School District represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The Receiving School District represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
2. In the event that the required license/certification of any agent or employee of the Receiving School District providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the Receiving School District shall immediately notify the Sending School District in accordance with the requirements for all notices pursuant to this Agreement set forth below.
3. Nothing contained herein, shall serve to transfer responsibilities for the student from the Sending School District to the Receiving School District of offering a free appropriate public education except for the provision of the particular special education services contracted herein.

F. CONDITIONS:

1. 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.
2. To the fullest extent permitted by law, the Receiving School District shall indemnify, defend (with counsel selected by the Sending School District and reasonably approved by the Receiving School District) and hold harmless the Sending School District, its employees, agents, representatives and members of the Board of Education, from any and all liability, losses, costs, damages, and expenses (including but not limited to reasonable attorney's fees and disbursements) from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the Receiving School District's duties hereunder or the action of or the failure to act by the Receiving School District, its representatives, employees, or anyone for whose acts the Receiving School District may be liable.

In the event that any legal proceeding shall be instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from an indemnifying party under the provisions of this Paragraph F(2), the Sending School District shall promptly notify the Receiving School District of such suit, claim or demand, and give the Receiving School District an opportunity to defend same and settle same without any cost to the Sending School District, and shall extend reasonable cooperation to the Receiving School District in connection with such defense, which shall be at the expense of the Receiving School

District. In the event that Receiving School District fails to defend the same within thirty (30) days of receipt of notice, the Sending School District shall be entitled to assume the defense thereof, and the Receiving School District shall be liable to repay the Sending School District for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments).

All of the provisions of this Paragraph F(2) shall survive expiration or sooner termination of this Agreement.

3. To the fullest extent permitted by law, the Sending School District shall indemnify, defend (with counsel selected by the Receiving School District and reasonably approved by the Sending School District) and hold harmless the Receiving School District, its employees, agents, representatives and members of the Board of Education, from any and all liability, losses, costs, damages, and expenses (including but not limited to reasonable attorney's fees and disbursements) from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the Sending School District's duties hereunder or the action of or the failure to act by the Sending School District, its representatives, employees, or anyone for whose acts the Sending School District may be liable.

In the event that any legal proceeding shall be instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from an indemnifying party under the provisions of this Paragraph F(3), the Receiving School District shall promptly notify the Sending School District of such suit, claim or demand, and give the Sending School District an opportunity to defend same and settle same without any cost to the Receiving School District, and shall extend reasonable cooperation to the Sending School District in connection with such defense, which shall be at the expense of the Sending School District. In the event that Sending School District fails to defend the same within thirty (30) days of receipt of notice, the Receiving School District shall be entitled to assume the defense thereof, and the Sending School District shall be liable to repay the Receiving School District for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments).

All of the provisions of this Paragraph F(3) shall survive expiration or sooner termination of this Agreement.

#### G. TERMINATION:

1. Either the Sending School District or the Receiving School District may terminate this Agreement upon thirty (30) days prior written notice to the other party, subject to any asserted pendency rights. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.

2. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
3. In the event the Sending School District or the Receiving School 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.
4. In the event the Sending School District's CSE changes the student's program or placement recommendation, the Receiving School District shall be entitled to a pro rata share of tuition through and including the final date of the student's attendance in the Program or the last day noticed, whichever is later.

H. NOTICES:

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 the Receiving School District:

Superintendent of Schools  
Commack UFSD  
Clay Pitts Road  
P.O. Box 150  
Commack, NY 11731

To Sending School District:

Superintendent of Schools  
West Islip UFSD  
100 Sherman Avenue  
West Islip, NY 11795

I. GENERAL:

1. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
2. The relationship of the Receiving School District and the Sending School District over the course of this Agreement shall at all times be deemed an Independent Contractor. Employees of the Receiving School District are solely deemed employees of the Receiving School District for purpose of this Agreement and the

Receiving School District is entirely responsible for their supervision, work, and compensation. Employees of the Receiving School District will not be entitled to participate in any of the Sending School District's employee benefit programs such as workers' compensation, unemployment insurance, retirement benefits, fringe benefits, disability benefits, or other similar programs.

3. Both parties acknowledge and agree to comply with all laws, rules and/or regulations as applicable and pertaining to the confidentiality of information obtained, transmitted, reviewed, generated, requested, provided, maintained and/or otherwise utilized in connection with this Agreement. This shall include but not be limited to the requirements of the Individuals with Disabilities Education Act ("IDEA"), the Family Educational Rights and Privacy Act ("FERPA") and any concurrent Federal And/or State law, rule and/or regulation. The Receiving School District agrees that it will not disclose confidential information to third parties except as provided for and necessitated under this Agreement. This provision will survive the termination of this Agreement.
4. 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.
5. 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 provisions(s) eliminated.
6. This Agreement and the rights and obligations of the parties hereunder shall be subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement shall be litigated in the Supreme Court, Suffolk County, New York or any other court of New York State located in Suffolk County, New York.
7. 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: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
8. There are no third-party beneficiaries of or in this Agreement or any of the terms or provisions hereof or any of the rights, privileges, duties, liabilities or obligations created hereby.
9. This is a negotiated agreement, and this Agreement shall not be construed against any party by reason of this Agreement being prepared by such party's attorney.



10. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

Sending School District

Alan D. Miller

By:  
President, Board of Education

Date 11/9/17

Receiving School District

Steven Hartman

By: Steven Hartman  
President, Board of Education

Date 12/4/17

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**INTEROFFICE MEMORANDUM**

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**TO:** WENDY DUFFY, ASSISTANT SUPT. FOR BUSINESS  
**FROM:** SUE HUSCILOWITC, DIRECTOR OF INSTRUCTIONAL TECHNOLOGY  
**SUBJECT:** SURPLUS EQUIPMENT  
**DATE:** DECEMBER 7, 2017  
**CC:** BERNADETTE BURNS, SUPT. OF SCHOOLS  
AMIT PATHAK, NETWORK CONSULTANT

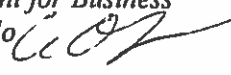
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I am requesting to surplus the following end of life IT equipment for e-waste disposal:

<b>Surplus Equipment</b>	
HP Computers (CPU) (purchased 2007)	210
HP Flat screen Monitors (purchased 2010)	163
HP CRT Computer Monitors	15
iMac, 17 inch Intel Core 2 (purchased 2007)	10
HP Laptops	4
SMARTBoards, model 680 (out of warranty and non-functional)	60
TEQ LCD Projectors (out of warranty and non-functional)	40
OKI Printers (assorted models)	4
HP Printers (assorted models)	20

**BEACH STREET MIDDLE SCHOOL**  
**West Islip, New York 11795**

**MEMORANDUM**

**TO:** Wendy Duffy, Asst. Superintendent for Business  
**CC:** Andrew O'Farrell, Karen Appollo   
**FROM:** Reanna Fulton  
**DATE:** December 5, 2017  
**RE:** Surplus Books

Beach Street Middle School has the following old books, in poor condition, on hand.

-The Fledging  
Author: Jane Langston  
Publisher: Scholastic  
ISBN# 590434519 23 Copies

-The Fledging  
Author: Jane Langston  
Publisher: Harper Trophy  
ISBN# 6023678 47 Copies

-A Pocket Full of Seeds  
Author: Marilyn Sachs  
Publisher: Scholastic  
ISBN# 590483757 35 Copies

-The Cat Ate My Gymsuit  
Author: Paula Danziger  
Publisher: Putnam & Grosset Group  
ISBN# 698116844 57 Copies

-The Secret of Nimh  
Author: Robert C. O'Brien  
Publisher: Scholastic  
ISBN# 590417088 62 Copies

-The Golden Goblet  
Author: Eloise Jarvis McGraw  
Publisher: Puffin Books  
ISBN# 140303359 46 Copies

-The Story of My Life  
Author: Helen Keller  
Publisher: Scholastic  
ISBN# 590443534 22 Copies

-The Phantom Toll Booth  
Author: Norman Juster  
Publisher: Scholastic  
ISBN# 590409174 26 Copies

-Tom Sawyer-Adapted  
Author: Mark Twain  
Publisher: Global Book Company  
ISBN# 870650114 17 Copies

-Twenty Thousand Leagues Under the Sea-Adapted  
Author: Jules Verne  
Publisher: Global Book Company  
ISBN# 870650114 26 Copies

-Freedom Crossing  
Author: Margaret Goff Clark  
Publisher: Scholastic  
ISBN# 590445693 8 Copies

-The Red Badge of Courage - Adapted  
Author: Stephen Crane  
Publisher: Global Book Company  
ISBN# 835900320 12 Copies

-Gus  
Author: Vic Crume  
Publisher: Scholastic  
ISBN# NONE 10 Copies

-Indian Captive  
Author: Lois Lenski  
Publisher: Scholastic  
ISBN# 439652103 3 Copies

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**INTEROFFICE MEMORANDUM**

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**TO:** BERNADETTE BURNS  
SUPERINTENDENT OF SCHOOLS

**FROM:** ROBERT NOCELLA  
PURCHASING AGENT

**SUBJECT:** PURCHASE OF NEW INDUSTRIAL TABLE SAWS

**DATE:** DECEMBER 21, 2017

**CC:** W. DUFFY, B. BUONOMO

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A request for sealed bids for Purchase of New Industrial Table Saws was advertised in Newsday and the Islip Bulletin on Thursday November 30, 2017. This bid was also advertised on the West Islip District website.

A total of nine (9) bids were mailed to prospective bidders. A total of two (2) were returned. The two (2) bids were opened on December 14, 2017.

**RECOMMENDATION:**

Based on the bid meeting specifications that the contract for Purchase of a New Industrial Table Saws be awarded to:

**Brian's Tool Sales**

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

**West Islip UFSD  
Industrial Table Saws  
Bid #1715 12/14/17**

<u>Sawstop Model #</u>	<u>Quantity Needed</u>	<u>Brian's Tools</u>	<u>Paxton Patterson</u>
52" Industrial Table Saw #ICS53230	3	\$ 4,689.00	\$ 4,749.00
36" Industrial table Saw #ICS53230	1	\$ 4,589.00	\$ 4,649.00
10" Brake Cartridge #TSBC-10R2	4	\$ 69.00	\$ 69.00
8" Dado Brake Cartridge #TSDC-8R2	4	\$ 89.00	\$ 89.00
<b>Total</b>		<b>\$ 19,288.00</b>	<b>\$ 19,528.00</b>