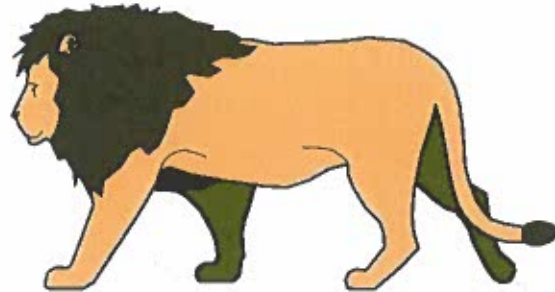


AGENDA



BOARD OF EDUCATION

April 27, 2022

Beach Street Middle School
17 Beach Street

Submitted by:
Bernadette M. Burns
Superintendent of Schools

A G E N D A
PLANNING SESSION OF THE BOARD OF EDUCATION
April 27, 2022

Beach Street Media Center

West Islip, New York

- I. CALL TO ORDER
- II. QUORUM COUNT
- III. MINUTES: A motion is needed to approve the minutes of the April 7, 2022 Regular Meeting.
- IV. ANNOUNCEMENTS
- V. PERSONNEL
- VI. APPROVAL
 - A. ESBOCES 2022-2023 Administrative Budget and Trustee Election
 - B. Teamsters Local 237 Clerical Memorandum of Agreement re: summer hours
 - C. WITA Lease Agreement
 - D. Personnel for Annual Meeting ~ May 17, 2022 School Budget Vote and Trustee Election
 - E. Surplus
 1. Pizza/Deck Oven – West Islip High School
 - F. Change Order
 1. Hartcorn Plumbing & Heating Inc. \$17,986.97 West Islip High School
- VII. EXECUTIVE SESSION: *The Board will adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will reconvene/act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.*
- VIII. CLOSING – Adjournment

The Board may adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will re-convene/act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.

REGULAR MEETING OF THE BOARD OF EDUCATION
April 7, 2022 – Beach Street Middle School

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

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Volz

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

APPROVAL OF MINUTES

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve the minutes of the March 22, 2022 Planning Session.

RECOGNITION

Athletic

Girls Varsity Basketball All County ~ *Kiarra Branigan, Brooke Patricola, Meghan Spence*

Boys Varsity Winter Track All County ~ *Rocco Carpinello*

Boys Varsity Winter Track All County Academic ~ *John Boniberger*

Boys Varsity Bowling All County ~ *Timothy Smith*

Boys Varsity Swimming and Diving All County ~ *Kevin Koblhoff*

Girls Varsity Cheerleading ~ *Aneliese Ammirata, Cali Disbrow, Aine O'Brien*

Music

Alternate All-State Symphonic Band ~ *Drake Castonguay*

Alternate All-State Mixed Chorus ~ *Emma McDonald*

All-State Mixed Chorus ~ *Grace Mineo*

Alternate All-State Symphony Orchestra ~ *Emma Musial*

All-State Symphonic Band ~ *Mark Peragine*

PERSONNEL

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve the 4/7/2022 Personnel Agenda as listed below:

TEACHERS

T-1 LEAVE OF ABSENCE (unpaid, pursuant to FMLA)
Lindsey Kaufman, Elementary
Effective April 25, 2022 through May 27, 2022
(Udall)

T-2 CHILD-REARING LEAVE OF ABSENCE (unpaid)
Elizabeth Daddi, World Languages
Effective August 29, 2022 through June 30, 2023
(Beach Street)

RESIGNATION

T-3

Monica Mangogna, Regular Substitute
Effective April 13, 2022
(Beach)

TEACHING ASSISTANTS

TA-1

RETIREMENT

Claudia Kavitt, Computer
Effective July 1, 2022
(21 years)

Mary Kinsley, Special Education
Effective July 1, 2022
(21 years)

Jodi Marinello, Special Education
Effective June 25, 2022
(21 years)

TA-2

RESIGNATION

Jordan Gauvain, Pre-K
Effective April 15, 2022
(Manetuck)

CIVIL SERVICE

CL-1

PROBATIONARY APPOINTMENT

Angela Grucci, Cafeteria Aide
Effective April 8, 2022
(Paul J. Bellew; Step 1; replacing D. Pizzuto {Permanent Substitute Teacher})

*Kate Klarikaitis, Part-Time Food Service Worker
Effective April 8, 2022
(Beach Street; \$15.13/hr; replacing C. D'Asaro {resigned})

*Stacey Madocks, Bus Driver
Effective April 25, 2022
(Transportation; \$25.86/hr; new position)

*Mary Ellen McElwee, Part-Time Food Service Worker
Effective May 16, 2022
(Udall; \$15.13/hr; replacing J. Taggart {terminated})

Elaine Napoleon, Part-Time Food Service Worker
Effective April 11, 2022
(Udall; \$15.13/hr; replacing C. Kuzmiak {Building Aide})

CL-2

RESIGNATION

Michael DeBatt, Head Custodian
Effective May 6, 2022
(Bayview)

CIVIL SERVICE, continued

Keiry Zelaya, Security / Receptionist Aide
Effective March 29, 2022
(Manctuck)

CL-3

RETIREMENT

Vivian Becker, Principal Account Clerk, Confidential
Effective April 30, 2022
(16.79 years)

CL-4

SUBSTITUTE CUSTODIAN (\$15.00/hr)

Ewelina Fedorushyn, effective April 8, 2022
Timothy Mackin, effective April 8, 2022
Scott Mott, effective April 8, 2022

CL-5

SUBSTITUTE PARAPROFESSIONAL (\$15.00/hr)

Jennifer Wormuth, effective April 8, 2022

CL-6

SUBSTITUTE OFFICE ASSISTANT (\$383.29/per diem)

Patricia Denninger, effective January 1, 2023

CL-7

CHANGE IN STATUS

Melanie Steinweis, School Lunch Manager
Effective July 1, 2022
(District Office; \$75,138; change from Part-Time School Lunch Manger)

OTHER

HOMEBOUND INSTRUCTOR (\$67.38/hr)

Theresa Gruick, effective April 8, 2022

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Shannon Culkin, effective April 25, 2022 through June 24, 2022

SUBSTITUTE TEACHER (\$130 per diem)

Ellen Bowen, effective April 8, 2022
*Brittany Parsons, effective April 8, 2022
Mary Roulette, effective April 8, 2022
Heather Sayler, effective April 8, 2022
Ashley Schmidt, effective April 8, 2022
Christine Sperzel, effective April 8, 2022
Cydney Wolff, effective April 8, 2022

SUBSTITUTE TEACHING ASSISTANT (\$105 per diem)

Ellen Bowen, effective April 8, 2022

SPRING 2022 HIGH SCHOOL COACHES

BOYS TENNIS

Amie Crisera, Varsity Volunteer Coach

OTHER, continued

SPRING 2022 MIDDLE SCHOOL COACHES

GIRLS LACROSSE

Briannagh Smith, 7-8 Udall Coach

GIRLS LACROSSE

Catherine Brudi, Assistant Udall Coach

CURRICULUM UPDATE

Mrs. Morrison informed the audience that the Long Island Regional Forum took place on March 25, 2022. Dr. Bridgeman, Mrs. Flynn and two students from the high school participated. Grades 3-8 students took part in the two-day New York State ELA test, of which 45.9% of students took the tests compared to 36% last year. The New York State Math Test will be administered at the end of April. Regents Exams are scheduled to take place in June and August. Regents Review classes will be offered this summer in preparation for the August exams, and the district is exploring offering review classes in May/early June for the June exams. The U.S. History & Government exam aligned to the new framework will be administered on June 1 to all 11th grade students. June 1 will be a virtual school day for students in grades 9, 10, and 12.

Mrs. Morrison advised that one of the Pre-K classes at Bellew visited the STEM lab as a follow-up to a classroom lesson about the life cycle of flowers.

Education Committee: Richard Antonello reported on the meeting held 4/5/2022. A cyber security update was provided, and the committee discussed vaping and cellphone usage, state testing, Regents review; and inclusivity activities for staff.

Finance Committee: Ron Maginniss reported on the meeting held on 4/5/2022. Items reviewed included the February treasurer's report; February payroll summary, February financial statements; March internal claims audit report; March system manager audit report; payroll certification forms; surplus; an RFP; bid extensions; and a contract. Mrs. Pellati discussed the School Lunch Manager position going from part-time 11-month position to a full-time 12-month position to accommodate increasing responsibilities.

Buildings and Grounds: Peter McCann reported on the meeting that took place on 4/5/2022. Items reviewed included construction projects, Smart School funding, 2021 capital reserve projects, capital projects for the 2022 vote, the PJB parking lot expansion, establishing a second capital reserve, a request to add an awning at the Udall staff entrance, the 2022 Suffolk County marathon, and a Masera building tour.

Special Education Committee: Debbie Brown reported on the meeting held 4/6/2022. Items discussed included CSE recommendations and outside placements.

Policy Committee: Anthony Tussie reported on the meeting held on 3/15/2022. The following policies had a First Reading: No. 3282 Gender Neutral Single-Occupancy Bathrooms, No. 5324 Capital Project Change Orders, No. 5520 Extraclassroom Activities Fund, No. 7122.2 Release Time for Students, No. 7218 Class Ranking/Weights of Grades.

FINANCIAL MATTERS

The treasurer's report for February was presented: beginning balance \$84,258,519.56, ending balance \$76,868,338.42.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve General Fund budget transfers 4143-4162 and Capital Fund budget transfers 4144-4156.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve 2022-2023 Bid Extensions: #2101 Aurora Equipment Services, Inc., #2105 Ideal Fence Corp, #2108 Riddell All American, #2110 Fitzgerald's Driving School, Inc.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Request for Proposal #2200: Access 7 Services, Inc., Da Vinci Education & Research, Horizon Therapies/Horizon Healthcare, Kidz Educational Services, Little Angels Center, Inc., Metro Therapy, Inc., Milestones In Home Care, Inc., NSSA (Nassau Suffolk Services for Autism), Tender Age PY, Inc.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Surplus: Miscellaneous food service equipment – West Islip High School and Paul J. Bellew.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve contract: Smithtown CSD Parentally Placed Special Education Contract 2021-2022.

PRESIDENT'S REPORT

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Reorganizational Meeting ~ July 5, 2022 at 7:30 p.m. at West Islip High School.

Discussion of 2022-2023 Regular Meeting and Planning Session dates.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Chief/School Physicians 2021-2022, revised.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Affordable Care Act Administration Agreement 2022-2023.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Southern Westchester BOCES Resolution to bid jointly on Office and Classroom Furniture for the 2021-2022 school year (resolution in supplemental file).

SUPERINTENDENT'S REPORT:

Mrs. Burns advised that on March 18, Mr. Antonello, Mrs. Brown and she met with Senator Boyle and Assemblyman Durso and shared issues of concern to the district. Mrs. Burns advised that specifics on the state budget are not yet available, but anticipated for the budget workshop on Tuesday, 4/12/22.

Mrs. Burns complimented the students and staff on their performance of the high school musical, *Cinderella*, as well as the Robotics Team for their work at the *FIRST* regional competition at Hofstra. Mrs. Burns attended a Chamber of Commerce meeting at which science teacher Brian Haldenwang, student-athlete Timothy Smith and the West Islip Soccer Team were honored. Honor Society inductions took place for World Language, Business Marketing and Art within the last week at the high school, and Mrs. Burns congratulated the students and parents for their achievements.

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

Keith Muller - Mr. Muller expressed concerns about school safety due to an incident at Manetuck Elementary School.

Danielle Baumann - Mrs. Baumann presented a workshop opportunity to the Board focusing on children's mindset and social and emotional learning while physical activity.

Doreen Hantzschel - Mrs. Hantzschel expressed concerned about New York State curriculum and cautioned parents to be observant. Mrs. Hantzschel advocated for the district to hold a National Day of Prayer. Mrs. Hantzschel suggested that board candidates make their political beliefs known to voters.

Claudia Worley - Mrs. Worley suggested that the teacher contract should be negotiated after 7/1/22 so new board members could participate in the negotiations.

Laura Vetere - Mrs. Vetere inquired about the Superintendent search and asked if the application process could be extended so new board members could be involved.

Veronique Wallrapp – Mrs. Wallrapp inquired about capital reserves, the expense process, and the possibility of saving fund for future large projects (ex. air conditioning). Mrs. Wallrapp had policy questions and was directed to the district website.

Mr. Tussie reminded everyone that the final budget workshop would be on Tuesday, 4/12/2022 and that Nominating Petitions for Board Trustee seats are due at District Office on Monday, 4/18/22.

Mr. Tussie wished everyone a happy spring recess.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Executive Session at 8:32 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:28 p.m. on motion by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Attendance Waiver - A.D.

Meeting adjourned at 9:31 p.m. on a motion by Richard Antonello, seconded by Tom Compitello 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

CHANGE IN STATUS

Joseph Nicolosi, Lead Guard
Effective April 28, 2022
(District Wide; \$21.54/hr; change from Guard to Lead Guard)

CL-2

SUBSTITUTE CUSTODIAN (\$15.00/hr)

*Steve Murray, effective April 28, 2022

OTHER

SUBSTITUTE TEACHER (\$130 per diem)

*Stephanie Piacentino, effective April 29, 2022

OFFICIAL BALLOT

**ESBOCES ADMINISTRATIVE BUDGET VOTE
WEDNESDAY, APRIL 27, 2022**

Please place an "X" to indicate the Board of Education's vote on the ESBOCES 2022-23 Administrative Budget.

_____ Resolution passed **to approve** the ESBOCES 2022-23 Administrative Budget

_____ Resolution passed **not to approve** the ESBOCES 2022-23 Administrative Budget

School District: _____

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

OFFICIAL BALLOT

**ESBOCES BOARD ELECTION
WEDNESDAY, APRIL 27, 2022**

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

Please place an "X" next to the name of each candidate for whom a vote has been cast.

_____ Linda Goldsmith
250 Bay Avenue, East Marion, NY 11939
(Oysterponds UFSD)

_____ William Hsiang
345 Howell Avenue, Riverhead, NY 11901
(Riverhead CSD)

_____ Lisa Israel
745 Osprey Nest Road, Greenport, NY 11944
(Greenport UFSD)

_____ Fred Langstaff
164 Lincoln Avenue, Sayville, NY 11782
(Sayville UFSD)

_____ Norman A. Wagner
490 Irving Street, Central Islip, NY 11722
(Central Islip UFSD)

_____ John Wyche
489 Sag Harbor Turnpike, Bridgehampton, NY 11932
(Bridgehampton UFSD)

School District: _____

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

3/21/22

MEMORANDUM OF AGREEMENT

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

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

WHEREAS, the parties have discussed the implementation of a modified work week and work day during the period of July 11, 2022 through August 26, 2022 ("Summer") as a method of achieving cost savings through reduced energy consumption; and

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

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

1. For purposes of this Agreement, Summer shall be defined as the period commencing July 11, 2022 and ending August 26, 2022.
2. Notwithstanding any provision of the CBA to the contrary, during the Summer, employees shall work a four (4) day work week, and shall not report to work on Fridays (i.e. July 15, 22, 29 and August 5, 12, 19, 26, 2022).
3. During the Summer four (4) day work week, employees shall work 8:00 AM to 4:00 PM, Monday through Thursday. No employee shall be entitled to overtime for working the hours set forth in this paragraph, unless such employee works in excess of thirty (30) hours in a week. All workdays shall include a thirty 30-minute unpaid lunch break and two fifteen (15) minute paid breaks.
5. Any single day(s) taken as vacation/sick/family illness/personal business during the effective weeks, July 11 through August 26, will count as 1¼ days. If an employee chooses to take a complete week (Monday through Thursday), it will reflect as five (5) days. When it is necessary for a secretarial employee to be absent for part of a day, they will be charged .5 of a day. A .5 day equates to 3 hours of paid time off. An employee is responsible for working 4.5 hours on such a day.

When 10 and 10 ½ month employees work during the summer, their workday is a six-hour day. Their compensation is at their regular daily rate of pay. Their work schedule should be 8:00 AM to 3 PM with one-hour unpaid lunch break and two 15-minute paid breaks.

6. Requests for modification of the 8:00 am to 4:00 pm schedule require approval by the employee's direct supervisor. Schedule changes may not modify the eight (8) hour day.
7. Ten-month employees will return to work on August 23, 2022. For the period August 23, 2022 through August 25, 2022, 10 month employees will work a seven and a half hour work day.
8. The aforementioned plan is exclusively for the 2022 summer work schedule and will sunset on August 31, 2022.
9. Except as specifically set forth herein, the Agreement shall not be construed as modifying any terms and conditions of employment set forth in the CBA or any practices which may exist as between the parties.


West Islip Union Free School District

DATE: _____, 2022

Anthony Tussie, President/BOE

Local 237 West Islip Secretarial Employees

DATE: April 7, 2022



Luann Dunne, President

LEASE AGREEMENT

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

WITNESETH

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

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

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

RECITALS

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

DEMISED PREMISES

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

TERM & EXPANSION OPTION

3. The term of this Lease shall commence on June 1, 2022 and expire on May 31, 2023 unless sooner terminated pursuant to the provisions hereof and to the extent permitted by applicable law, or unless extended for an additional year in the manner provided, and to the extent permitted, by applicable law.

Renewal Option: Should Tenant wish to extend, a written request shall be delivered to the Landlord no later than December 1, 2022. If the Landlord does not wish to extend, written notice to that effect shall be delivered to the Tenant no later than January 1, 2023. Unless otherwise agreed by the parties, such extension shall be upon the same terms, covenants and provisions herein set forth except for rent and security deposit, which shall be increased as hereinafter provided.

RENT

4. WITA shall pay a monthly rent of \$1,289.58 for a total annual rent of \$15,474.96 for the period June 1, 2022 through May 31, 2023. For each subsequent year of this Lease, as it may be extended, the annual rent shall be increased by 3%.

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

6. WITA hereby agrees to deposit with the DISTRICT two months of rent, \$2,579.16 due at Lease signing, as security for the faithful performance and observance by WITA of the terms, provisions and conditions of this Lease. In the event that WITA is in default of any of the terms, conditions and provisions of this Lease, the DISTRICT may, but is not obligated to, apply such amount of the security to the payment of rent and the cost and expense of re-letting the Demised Premises whether or not incurred after summary proceedings are instituted. For each

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

USE OF DEMISED PREMISES

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

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

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

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

UTILITIES AND COMMON AREA MAINTENANCE

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

REPAIRS AND MAINTENANCE

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

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

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

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

age or changing regulatory requirements.

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

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

INSURANCE

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

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

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

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

INDEMNITY

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

TERMINATION AND DEFAULT

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

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

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

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

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

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

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

RE-ENTRY BY DISTRICT

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

ALTERATIONS

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

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

SIGNAGE

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

EMINENT DOMAIN

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

ASSIGNMENT

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

ENVIRONMENTAL HAZARDS

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

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

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

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

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

MISCELLANEOUS

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

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

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

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

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

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

BROKER

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

HEADINGS

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

GOVERNING LAW

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

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

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

BOARD OF EDUCATION WEST ISLIP
UNION FREE SCHOOL DISTRICT

Anthony Tussie, President

Date

WEST ISLIP TEACHERS
ASSOCIATION



Joseph Dixon, President

4/11/22

Date

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

Mary Hock
District Clerk

MEMORANDUM

TO: Trustees, Board of Education
FROM: Mary Hock, District Clerk
DATE: April 27, 2022
RE: Personnel for May 17, 2022 School Budget Vote and Election

Chief Inspector (\$15/hour):

Anne Kuhlwilm

Machine Inspectors (\$15/hour):

Virginia Green, Simonne Harkavy, Patricia Ogilvie,
Patricia Rich

Registrars (\$15/hour):

Anthony DeGregorio, Rosemary Dowling, Robin
Forster, Emma Haedrich, Joan Haedrich, Anne
Ingrassia, Rhonda Rauch, Nancy Regan, Barbara
Schien, Ann Smith, Marie Velten, Lisa Wedlock

WI

WEST ISLIP UNION FREE SCHOOL DISTRICT

100 Sherman Avenue • West Islip, NY 11795
TEL: 631.930.1510 FAX: 631.893.3223

Food Services Department
Melanie Steinwies
School Lunch Manager

MEMORANDUM

TO: Elisa Pellati
FROM : Melanie Steinweis
DATE: 4/6/2022
RE: Excess of old equipment

Please see the below list of equipment that I would like to submit for excess.

Thank you,

Equipment	Asset Tag Number	Location	Reason for Excess
Pizza/Deck Oven	001295	West Islip High School	Nonfunctional (broken)

CHANGE ORDER

AIA DOCUMENT G701

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

SED No. 58-05-09-03-0-008-037
Project Manager, Josh Staples

PROJECT: West Islip UFSD
(name, address) Phase 5 Bond Work at
West Islip High School

CHANGE ORDER NUMBER: 1

DATE: March 8, 2022

TO CONTRACTOR: Hartcorn Plumbing & Heating Inc.
(name, address) 850 South 2nd Street
Ronkonkoma, NY 11779

ARCHITECT'S PROJECT NO.: 19-336a

CONTRACT DATE: May 7, 2020

CONTRACT FOR: Plumbing, PC-1

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

- Owner Request. Balance after application of \$4,458.03 of remaining Lump Sum Allowances. Perform video inspection of pool lines. Attempt to sewer jet build-up from the entire of the pipe. Saw cut, excavate and replace a 6" diameter PVC line with new. Tie new piping into existing. Backfill and patch floor. Add. \$17,986.97

Total Additional Cost \$17,986.97

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 234,000.00
 Net change by previously authorized Change Orders..... \$ 0.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was..... \$ 234,000.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)
~~(unchanged)~~ by this Change Order in the amount of..... \$ 17,986.97
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be..... \$ 251,986.97
 The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.


BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC

Burton Behrendt & Smith, PC
ARCHITECT
244 E. Main Street
Address
Patchogue, NY 11772

Hartcorn Plumbing & Heating Inc.
CONTRACTOR
850 South 2nd Street
Address
Ronkonkoma, NY 11779

West Islip UFSD
OWNER
100 Sherman Avenue
Address
West Islip, NY 11795

By 
Frederick W. Seeba P.E., LEED AP

By 
Christopher Hartcorn

By _____

Date 03/08/2022
(631) 475-0349

Date 3/24/22
631-580-2300

Date _____
631-893-3200