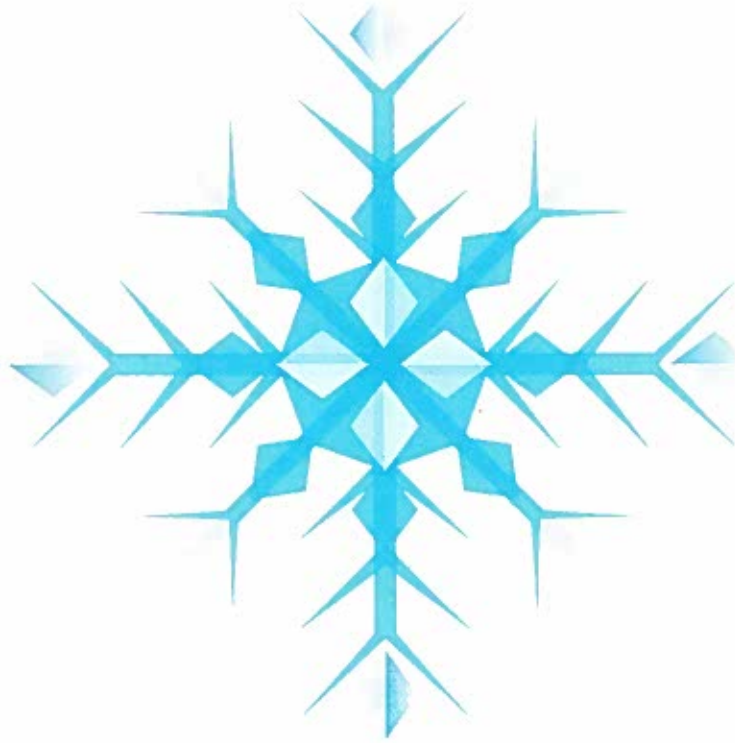


AGENDA



BOARD OF EDUCATION

January 9, 2020

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 9, 2020

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 in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.*
- V. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the December 9, 2019 Regular Meeting.
- VI. **RECOGNITION**
 - A) **Athletic**
 - Girls Varsity Gymnastics All County ~ *Olivia Marker, Emihy McGrade*
 - Girls Varsity Swimming All County ~ *Jacqueline Triglia*
 - Girls Varsity Soccer All County ~ *Alexandra Getfield, Jaden Hampel, Lauryn Schmidt*
 - Boys Varsity Soccer All County ~ *Bradley Battaglini, Sean DeLuca*
 - Boys Varsity Soccer All County Academic ~ *Matthew Cairo*
 - Girls Varsity Cross Country All County Academic ~ *Isabella Rogler*
 - Boys Varsity Cross Country All County ~ *Nicholas Sandoval*
 - Varsity Football All County ~ *Robert DiCapua, Kyle Haff, Jack Ilario, William Reichel, Dominic Sagginario*
 - Varsity Field Hockey All County ~ *Victoria Devlin, Darcie Wallace*
- VII. **PERSONNEL**
- VIII. **CURRICULUM UPDATE**
- IX. **REPORT OF BOARD COMMITTEES**
 - A) Finance Committee {1/7/2020}
 - B) Buildings and Grounds Committee {1/7/2020}
 - C) Special Education Committee {1/8/2020}
 - D) Education Committee {1/9/2020}
 - E) Health & Wellness Committee {1/7/2020}
- X. **FINANCIAL MATTERS**
 - A) Treasurer's Report
- XI. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Sealed Bids
 1. Base Bid No. GC-1 *Mt. Olympos Restoration, Inc.*
 General Construction
 2. Base Bid No. GC-2 *Laser Industries, Inc.*
 Site Improvements
 3. Base Bid No. GC-3 *A1 Construction Services Inc.*
 Window Treatments
 4. Base Bid No. PC-1 *Ambrosio & Co., Inc.*
 Plumbing
 5. Base Bid EC-1 *Palace Electrical Contractors, Inc.*
 Electrical
 6. Base Bid PI-1 *Spitz, Inc.*
 Planetarium Integrator

-
- XI. **BUSINESS ITEMS, continued**
- C) Approval of Change Order
 - 1. The LandTek Group, Inc. → WIHS (\$117,044.90)
 - D) Approval of Resolutions
 - 1. Donation from HOPR, LLC \$1,000 → WIUFSD – Cafeteria Fund
 - 2. Donation from Alliance Energy LLC \$500 → WIHS
 - 3. Increase to Budget 2019-2020 \$500
 - E) Approval of Surplus
 - 1. Miscellaneous English items – Oquenock
 - F) Approval of 2019-2020 Contract
 - 1. Kings Park School District
- XII. **PRESIDENT’S REPORT**
- A. Masera property
- 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. Each person or representative of a group will be limited to three minutes.*
- XVII. **EXECUTIVE SESSION** – *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session 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 12, 2019 - Beach Street Middle School

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

ABSENT: Mr. Michaluk

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

ABSENT: None

ATTORNEY: Mr. Volz

Meeting was called to order at 8:02 p.m. followed by the Pledge.

A community forum took place regarding the Masera property. Mrs. Burns and Mr. Gellar gave a presentation on the history of the Emil D. Masera Elementary School and options being considered for the site.

After the presentation, the following residents wished to speak regarding the Masera property:

Mr. John Davis, 503 Avon Place, West Islip - Mr. Davis is president of the Willetts Point Association and prefers condos over rentals. He asked the Board what influence they have regarding the size of the development. Mr. Gellar explained that waivers would not be allowed, the height would be no more than two stories, and the district would be diligent with the details of the contract.

Mr. Emil Masera, 35 Skipper Drive, West Islip - Mr. Masera asked if the only possibility for the property is senior housing. Mr. Gellar answered in the affirmative and reiterated that the district would not allow variances and is limited to 10-12 units per acre. Mr. Gellar explained that the district is sensitive to the fact that it is a residential area and a 55-and-older development would not be a burden on the school system.

Mr. Rocco G. Pepe, 15 David Court, West Islip - Mr. Pepe has lived in West Islip for 65 years and asked if the property would only be limited to senior housing. Mr. Gellar said that the district could make the sale contingent on senior housing, upon approval from the town. Mr. Pepe inquired about the impact on the sewer system; the district will investigate.

Mr. David Rubano, 84 Pace Drive South, West Islip - Mr. Rubano asked if the property would have a tax advantage and expressed concern about the many tax advantages in West Islip due to the private schools, churches and hospital and asked if there are other options for the property. Mr. Gellar explained that there would likely be a tax abatement for ten years and there have been discussions with the town assessor and IDA. The property would be a tax-generating site.

Mr. Matthew Paules, 745 Tanglewood Road, West Islip - Mr. Paules suggested that the district should have different realtors pitch ideas for the property; seniors prefer to stay in their homes. He stated that a 55-and-over development would put a burden on the fire department, ambulances etc. He is in favor of an acquisition by the Atlantic Auto Mall because they do a lot for the community and maintain their property. Mrs. Winkler explained that this project was open to all realtors and anyone can make offers. Mr. Gellar added that the district considered other options but is looking for a project in the best interest of the community. The district will consider all feedback from the community.

Mr. Ed Vilim, 592 Center Dyre, West Islip - Mr. Vilim asked about debt and if there would be preferential treatment for homeowners who want to sell their home and move into the development. Mr. Volz, the school district attorney, explained that this might be seen as restrictive to outsiders but can be investigated. Mr. Vilim questioned what would happen if the student population increased in the future. Mr. Gellar advised that there was a long-term study completed by BOCES a few years ago and the student population is projected to continue to decline. The district owns two other buildings presently being rented that can be repurposed if the need were to arise.

Mr. Vilim also had concerns regarding the Islip Town Board and the control the district would have if circumstances changed in the future. Mr. Gellar advised that the town is in support of the project but if the district does not agree with the approved plan, the district would not go through with the deal.

Mr. Bob Ferraro, 6 Dunwoodie Road, West Islip – Mr. Ferraro had concerns about zoning and would like to see residential homes and a small park. Mrs. Winkler explained that the property is zoned for a school and would be rezoned to Residence C District, which limits housing to 10 condominiums per acre or 12 apartments per acre. The district would not be in favor of granting variances to any developer. Mr. Gellar explained that there is a greater need for senior housing and the construction cost of high-end homes is very high. Mrs. Winkler also explained that there is more value in senior housing.

Mr. Bill Sullivan, Jackson Avenue, West Islip - Mr. Jackson asked if the property would be rentals or condos. Mr. Gellar explained it could be a mixed-use development but was still under discussion. Mr. Jackson would prefer private homes since the value would increase over time.

Robert, 569 Peter Paul Drive, West Islip - Robert suggested a cash generating business for the property such as a sports complex. Mr. Gellar suggested that any proposals should be sent to Mrs. Winkler.

Erica, West Islip resident - Erica asked about the price range for the units. Mrs. Winkler explained that the developer is mandated to have 10% of the units be affordable.

West Islip resident - Asked the deadline date for bids and Mr. Gellar advised that the bids are closed for a senior development.

Kim Librizzi, 215 West 4th Street, West Islip - Mrs. Librizzi asked if zoning can be changed once is sold. Mrs. LaRosa advised that the Town of Islip assigns the zone and it cannot be changed. Mrs. Librizzi asked if Masera be renovated and the district close a different school. Mrs. LaRosa and Mrs. Winkler explained the high costs associated with renovating Masera.

West Islip resident - Eric told the audience that zoning is a very long process and one can go online to learn more about zoning in the Town of Islip.

Mike Lombardi, West Islip resident - Mr. Lombardi does not feel the community needs a medical building or a car dealership and prefers condos, but questioned why senior condos were chosen over condos available to the general public. Mr. Gellar explained that senior housing would stabilize the student population and not add a burden to the district.

Doreen Hantzschel, 1129 Jefferson Avenue, West Islip - Mrs. Hantzschel thanked the Board for having the community forum and expressed concerns about the traffic flow. Mr. Gellar explained there is a bus stop and a traffic study would be part of the project.

Ed Jablonski, West Islip resident - Mr. Jablonski asked what which project – condos or apartments – would generate more tax revenue. Condos are not eligible for the IDA abatement but apartments are. In that case, the district would receive less tax revenue for the first ten years, but be eligible for PILOTs.

Lynn Luttenberger, West Islip Association - Mrs. Luttenberger does not want rentals and feels renters do not have a vested interest in the property.

John Davis, West Islip Historical Society - Mr. Davis asked if an historical name using “Paumanok” could be used when naming the property. Mr. Gellar said it could be considered.

Jamie Dorr, 117 Paris Court, West Islip - Ms. Dorr spoke about the population of young parents in the community and the need for affordable housing. She feels home ownership is not always ideal and that renters are invested in the community. Mrs. LaRosa responded that it is something to consider.

Vincent, West Islip resident - asked if the solicitation was just for senior housing and if other projects would be considered. He is concerned about the amount of traffic 120 units would bring.

Julie Cannistra, 143 Gladstone Avenue, West Islip - Mrs. Cannistra reminded the audience that the community was a thriving district for years and has always had traffic.

APPROVAL OF MINUTES

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve the minutes of the November 19, 2019 Planning Session.

PERSONNEL

Motion was made by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor to approve TEACHER: LEAVE OF ABSENCE (unpaid): (Pursuant to the Family Medical Leave Act of 1993-12 week continuous medical coverage): Nicole Perperis, Health, effective December 2, 2019 through January 24, 2020 (High School).

Motion was made by Ron Maginniss, seconded by Peter McCann and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Kerri Culkin, Part Time Food Service Worker, effective December 14, 2019 (Oquenock).

Motion was made by Ron Maginniss, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Rosemarie Giudice, School Nurse, effective January 4, 2020 (Paul J. Bellew).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: Sylvie Desano, Part Time Food Service Worker, effective December 21, 2019 (16 years).

Motion was made by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RETIREMENT: Michael Logiudice, Chief Custodian, effective January 31, 2020 (25 years).

Motion was made by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: Fortunata DeMartino, Library Aide, effective December 13, 2019 (High School; Step 8; replacing A. O'Bryen {retired}).

Motion was made by Ron Maginniss, seconded by Peter McCann and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Carol Churpita, Senior Office Assistant, effective January 13, 2020 (District Office; Step 1; replacing A. Anos {retired}).

Motion was made by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Mayra Castillo, Cafeteria Aide, effective December 13, 2019 (Udall; Step 1; replacing H. Mercorella {Library Aide}).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Kerri Culkin, Special Education Aide, effective December 16, 2019 (High School; Step 1; replacing M. Kofler {retired}).

Motion was made by Ron Maginniss, seconded by Peter McCann and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Robin LaMorte, Special Education Aide, effective December 13, 2019 (Paul J. Bellew; Step 1; replacing L. Beck {resigned}).

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE SPECIAL EDUCATION AIDE (\$17.87/hr.): Mayra Castillo, effective December 13, 2019.

Motion was made by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor to approve OTHER: 2020 SPRING HIGH SCHOOL COACHES:

BASEBALL

Shawn Rush, Varsity Coach
Richard Zeitler, Assistant Varsity Coach
Michael LaCova, J.V. Coach
Joseph LaCova, Varsity/J.V. Volunteer Coach

SOFTBALL

John T. Denninger, Assistant Varsity Coach
Edward Jablonski, J.V. Coach
Kim Raimondi-Rinyu, Varsity/J.V. Volunteer Coach

BOYS TRACK

Jeremy Robertson, Varsity Coach
John Lavery, Assistant Varsity Coach
Daniel Fannon, Varsity Volunteer Coach

GIRLS TRACK

Nick Grieco, Varsity Coach
Michael DiStefano, Assistant Varsity Coach

BOYS LACROSSE

Thomas Corcoran, Varsity Coach
William Turri, Assistant Varsity Coach
Sean McAleavey, J.V. Coach
Michael Delgado, Assistant J.V. Coach

GIRLS LACROSSE

Joseph Nicolosi, Varsity Coach
Brian Cameron, Assistant Varsity Coach
Thomas Powers, J.V. Coach
Stacy Piropatto, Assistant J.V. Coach

BOYS TENNIS

George Botsch, Varsity Coach
James Dooley, J.V. Coach

GIRLS GOLF

Thomas Loudon, Varsity Coach

UNIFIED BASKETBALL

Erin Bies, Assistant Coordinator

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: 2020 SPRING MIDDLE SCHOOL COACHES:

BASEBALL

Kevin Osburn, 7-8 Udall Coach
Richard Zec, Udall-Volunteer Coach
Frank Franzone, 7-8 Beach Coach
Larry Plompen, Beach Volunteer

SOFTBALL

Robert Weiss, 7-8 Udall Coach

BOYS TRACK

Kevin Murphy, 7-8 Udall Coach
Chris Salerno, 7-8 Beach Coach

OTHER: 2020 SPRING MIDDLE SCHOOL COACHES - continued

GIRLS TRACK

Kathryn Dranoff, 7-8 Udall Coach
Lindsay Morgan, 7-8 Beach Coach

BOYS LACROSSE

Greg Schmalenberger, 7-8 Udall Coach
Dennis J. Coleman, Assistant Udall Coach
Michael Perrone, 7-8 Beach Coach
Anthony Pellati, Assistant Beach Coach

GIRLS LACROSSE

Kelly Weiseneel, 7-8 Udall Coach
Kristie Ferruzzi, Assistant Udall Coach
Kristen Doherty, 7-8 Beach Coach
Daniel Formichelli, Assistant Beach Coach

BOYS & GIRLS SWIMMING

Thomas Bruder, 7-8 Udall-Beach B&G Coach
John {Jack} Luquer, Assistant 7-8 Udall-Beach B&G Coach

BOYS TENNIS

JoAnne Orehosky, 7-8 Udall-Beach Coach

Motion was made by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor to approve OTHER: HOMEBOUND INSTRUCTOR (\$30.00/hr.)

Meghan Brady, effective December 13, 2019
Kathryne Gruskin, effective December 13, 2019
Jennifer Kelly, effective December 13, 2019

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$115 per diem):

Meghan Brady, effective December 13, 2019
*Sarah Clahane, effective January 2, 2020
Allison Gunning, effective January 27, 2020, student teacher
Kathryne Gruskin, effective December 13, 2019
Jennifer Kelly, effective December 13, 2019
Mark Marron, effective January 23, 2020, student teacher
Samantha McEvoy, effective March 16, 2020, student teacher
Michelle Murphy, effective December 13, 2019
Daniel Rush, effective January 27, 2020, student teacher
Alana Schultz, effective January 22, 2020, student teacher
Danielle Sugumele, effective January 27, 2020, student teacher
Nicolette Zahralban, effective January 22, 2020, student teacher

CURRICULUM UPDATE

Mrs. Morrison informed the audience that on December 5 high school students took part in a Career Fair planned by Mr. Ryan Vollmuth. Representatives from technology companies, medical facilities, banking and finance institutions, Disney, the food service industry, and engineering specialists, to name a few spent the morning sharing their insights and expertise in regard to their profession. Local establishments such as Brian Joseph Salon, Good Samaritan Hospital and Gemelli's Restaurant participated in the event along with Mr. Gellar and Mr. McCann.

Superintendent's Conference Day took place on December 6. Teachers and staff members attended self-selected workshops on topics of personal interest facilitated by 30 West Islip administrators and teachers. Topics explored included: *Flipping for Flip Grid*, *Coding for Newbies*, *In a Galaxy Far Far Away: Using the Planetarium Across All Subject Areas*, and many more.

A parent academy regarding the elementary math standards and resources will take place on January 22 by Mr. Grover and the elementary principals. The academy will include student involvement, hands on activities, modeling and much more. Specific information will be provided to elementary parents in the coming weeks.

Mrs. Morrison wished everyone a Happy Holiday.

REPORT OF COMMITTEES

Finance Committee: Ron Maginniss reported on the meeting held on 12/10/19. Items reviewed included the October treasurer's report; October extra-curricular report; November payroll summary; October financial statements; claims audit report and the November system manager audit report. Also reviewed were warrants, payroll certification forms, surplus items, donations, resolutions and approval of contracts. Mrs. Pellati informed the committee that if the District were to decide on using the Capital Reserve for the 2020-2021 school year, a proposition would have to be added to the 2020-2021 school budget ballot. The committee will evaluate the remaining bond projects before making a decision related to the potential use of the Capital Reserve.

Buildings & Grounds Committee: Ron Maginniss reported on the meeting held on 12/10/19. Items reviewed included a bond update: Phase 4 bid results, pending Phase 5 submittals and a Bayview sports field project. Other items discussed were a request by the Soccer Club to add mobile turf lights to the Barberry field, Bridges' request to replace its basketball court, and the PV Solar Panel Roof Project. Mrs. Pellati and Mr. Bosse are to meet with ECG to review and analyze the submittals. The Willett's Creek remediation is on schedule.

Committee on Special Education/Preschool Special Education: Tom Compitello reported on the meeting held on 12/11/18. Items discussed were CSE/CPSE recommendations and student placements.

Safety Committee: Tom Compitello reported on the meeting held 12/10/19. Items reviewed included a technology update about the RAVE system by Reanna Fulton; the blue light warning system; additional camera coverage; additional vape detectors in bathrooms; addition of security guards for 2020-2021; and a Code of Conduct review.

Health & Wellness Committee: Peter McCann reported on the meeting held 11/19/19. Items reviewed included a review of the Color Run that took place 10/20/19, a wonderful community event with approximately 400 participants. The expected release of the Newsletter is late January-February and will address mental health, vaping, appropriate behavior at interscholastic events, the social host law, hotlines, etc. The public comment period is open for the Gardasil vaccination and the committee discussed some possible events for Family Connection Nights. The next meeting will take place on Tuesday, January 7, 2020 at 9:30 a.m. in the Paul J. Bellew cafeteria.

FINANCIAL MATTERS

The treasurer's report for October was presented. Beginning balance as of 10/1/19: \$53,611,333.54; ending balance as of 10/31/19: \$38,726,864.05.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve 2019-2020 General Fund budget transfers 3753-3758 and 2019-2020 Capital Fund budget transfers 3755-3761.

Motion was made by Ron Maginniss, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve a resolution re: donation from Alliant Insurance - \$700 to WIUFSD Cafeteria Fund.

Motion was made by Ron Maginniss, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve resolution re: Special Olympics New York - \$1,000 - WIUFSD Unified Basketball Program.

Motion was made by Ron Maginniss, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve a resolution re: Increase to Budget 2019-2020.

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$700.00 from Alliant Insurance Services, Inc., which have been donated to the Cafeteria Fund to directly benefit the students of the West Islip School District.

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$1,000.00 from Special Olympics of New York, Inc., which have been donated for the purchase of athletic supplies and equipment for the Unified Basketball Program at the High School.

RESOLUTION: INCREASE 2019/2020 BUDGET

BE IT RESOLVED, that the Board of Education hereby authorizes the appropriation budget for the 2019/2020 school year to be increased to \$125,911,290.98, an increase of the \$1,000,000 donation from Special Olympics for the West Islip High School.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve 2019-2020 contracts: Edward M. Petrosky, Psy.D., ABPP; Half Hollow Hills CSD: Hardship and Eligibility Amendments to the WIUFSD 403(b) Retirement Plan; Lindenhurst UFSD; Milestones in Homecare, Inc; Mountain Lake Academy; South Huntington UFSD; Tender Age Pediatric Therapies; Theralympic Speech PLLC.

Motion was made by Ron Maginniss, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve the surplus of miscellaneous IT equipment; IBM Selectric III Typewriter-Special Education Department; Miscellaneous Music textbooks at Bayview.

Motion was made by Ron Maginniss, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve resolutions re: approval of the corrective Action Plan as related to the Independent Auditors Report for the year ended June 30, 2019 from R.S. Abrams & Co.,LLP.

I. RESOLUTIONS

BE IT RESOLVED, that the Board of Education of the West Islip School District approves of the District's Corrective Action Plan related to the Independent Auditors Report for the year ended June 30, 2019 from R.S. Abrams & Co., LLP.

PRESIDENT'S REPORT

Motion was made by Ron Maginniss, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Winkler Amendment to Contract.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa, and carried when all Board members present voted in favor to approve Resolution re: destruction of unused and full ballot booklets from the May 21, 2019 election.

Motion was made by Ron Maginniss, seconded by Richard Antonello, and carried when all Board members present voted in favor to approve Teamsters Local 237 Memorandum of Agreement re: additional duties.

Motion was made by Ron Maginniss, seconded by Peter McCann, and carried when all Board members present voted in favor to approve Chief/School Physicians 2019-2020.

SUPERINTENDENT'S REPORT:

Mrs. Burns congratulated the Varsity Football Team, which recently played in the Suffolk County Championship game. The students represented the district well and we are proud of them.

The high school chorus concert took place [Wednesday] night and the elementary and middle school concerts are in full swing. The students are doing a great job and it is wonderful to see the progression from fourth grade to high school. Mrs. Burns encouraged residents to try to attend the concerts. Concert information is posted on the district website.

Mrs. Burns congratulated the High School on the production of its one-act plays and Beach Street Middle School for the production of *Frozen, Jr.*. The performances were outstanding and Beach Street was able to utilize its new sound and lighting system.

Kindergarten registration is ongoing and it is very important to register.

Mrs. Burns wished everyone a joyous and festive holiday season.

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

Mike Lombardi, President of West Islip Soccer Club - Mr. Lombardi requested lights on the Barberry turf field or if the district would consider using the lights at another building. Mrs. Burns requested that Mr. Lombardi provide her with the dates on which the main turf was not available to the club during the fall season.

Motion was made by Ron Maginniss, seconded by Annmarie LaRosa and carried when all Board members present voted in favor to adjourn to Executive Session at 9:10 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 11:07 p.m. on motion by Ron Maginniss, seconded by Richard Antonello and carried when all Board members present voted in favor.

Motion was made by Ron Maginniss, seconded by Peter McCann, and carried when all Board members present voted in favor to approve PERSONNEL: TEACHER: PROBATIONARY APPOINTMENT: Tatiana Lisica, English as a Second Language, effective January 13, 2020 through January 12, 2024 (Udall/Oquenock; Step 1A¹; new position subject to APPR regulations).

Motion was made by Ron Maginniss, seconded by Peter McCann, and carried when all Board members present voted in favor to conditionally approve a \$250.00 weekly stipend for D.L.

Motion was made by Ron Maginniss, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve Attendance Waiver for Student "A" and Student "B".

Meeting adjourned at 11:08 p.m. on motion by Ron Maginniss, seconded by Annmarie LaRosa 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:

TEACHER

T-1 CHILD – REARING LEAVE OF ABSENCE (unpaid)

Maureen Sanchez, Elementary
Effective September 3, 2019 through January 1, 2020
(Approved on 6/13/19 with January 2, 2020 end date)

CIVIL SERVICE

CL-1 RESIGNATION

Matthew Darrell, Permanent Substitute Teacher
Effective December 21, 2019
(Beach Street)

CL-2 PROBATIONARY APPOINTMENT

Sandy Olsen, Special Education Aide
Effective January 10, 2020
(Manetuck; Step 1; new position)

Jayne Leith Hug, Senior Office Assistant
Effective January 21, 2020
(District Office; Step 1; replacing D. Johnson {retired})

CL-3 CHANGE IN STATUS

Florence Burns, Special Education Aide
Effective January 10, 2020
(Bayview; Step 5; replacing F. DeMartino {Library Aide}; change from Cafeteria Aide)

CL-4 SUBSTITUTE GUARD

*Michael Berrios, effective January 10, 2020 (\$22.12/hr)
Scott Jenkins, effective January 10, 2020 (\$22.12/hr)
*James Lettieri, effective January 10, 2020 (\$22.12/hr)
Rolando Lopez, effective January 10, 2020 (\$22.12/hr)
Julio Moya, effective January 10, 2020 (\$22.12/hr)
*James Swenson, effective January 10, 2020 (\$18.06/hr)
Patricia Tulloch, effective January 10, 2020 (\$18.06/hr)

CL-5 SUBSTITUTE OFFICE ASSISTANT (\$13.00/hr)

Dianne Johnson, effective January 10, 2020

OTHER

ADULT EDUCATION INSTRUCTORS SPRING 2020

Alexandra Bergin (Zumba) \$35/hr
Lenny Butler (Community CPR, First Aide) \$30/hr
Jake Caramico (How Money Works) no cost to West Islip
Kim Crichton (Yoga, Stretch, Body Sculpt) \$35/hr
James Grover (Basketball) \$35/hr
Matthew Haszinger (Volleyball) \$30/hr
Phyllis Hintze (Ballroom Dancing) \$30/hr
Bruce Lieberman (Defensive Driving) no cost to West Islip
Jane Loehle (Aquacise) \$35/hr
Nizza Tasayco (Volleyball) \$30/hr

OTHER, *continued*

ADULT EDUCATION INSTRUCTORS SPRING 2020, *continued*

Richard Tesoro (About Boating Safety) no cost to West Islip
Robert Watts (Introduction to Guitar/Piano) \$30/hr
Ronald Weber (Basic Digital Photography) \$35/hr

ADULT EDUCATION LIFEGUARDS 2020

Drake Castonguay \$20/hr
Eve Castonguay \$20/hr

ENRICHMENT INSTRUCTORS (\$275 per session)

Jennifer Delaney, Colorful Cooking
Justin DeMaio, LEGOS 1 & 2
Michelle Edgley, Soak & Scrub, Crime Scene Capers
Christine Maniscalco, Coding is Cool, Coding for Kids
Daniel Sliwowski, Fitness for Fun!

HOMEBOUND INSTRUCTOR (\$30.00/hr)

Kayla Foubister, effective January 10, 2020
Christopher Harders, effective January 10, 2020

SUBSTITUTE TEACHER (\$115 per diem)

Kayla Foubister, effective January 10, 2020
Christopher Harders, effective January 10, 2020
Meaghan Johnston, effective January 2, 2020
Holly Mascolo, effective January 10, 2020, *student teacher*
Mariah Tyler, effective January 10, 2020

SUBSTITUTE TEACHING ASSISTANT (\$85 per diem)

Kayla Foubister, effective January 10, 2020
Christopher Harders, effective January 10, 2020
Eileen Scourtos, effective January 10, 2020

INTEROFFICE MEMORANDUM

TO: BERNADETTE BURNS
SUPERINTENDENT OF SCHOOLS

FROM: ROBERT NOCELLA
PURCHASING AGENT

SUBJECT: BOND PHASE 4B BUILDING & SITE IMPROVEMENTS

DATE: 12/17/2019

CC: E. PELLATI, J. BOSSIE

A request for sealed bids for District-Wide Bond Phase 4b Building and Site Improvements was advertised in Newsday and the West Islip Bulletin on Thursday, November 14, 2019. This bid was also advertised on the West Islip web site.

A total of thirty two (32) bids were picked up by prospective bidders. A total of Twenty Eight (28) were returned. These twenty Eight (28) bids were opened on Wednesday December 4, 2019.

Base Bid GC-1 – General Construction – A total of Ten (10) bids were returned.

RECOMMENDATION:

Based on low bid meeting specifications that Base Bid No. GC-1 – General Construction be awarded to:

Mt. Olympos Restoration, Inc.
3910 Bayberry Lane
Seaford, NY 11783

In the following amount:

1. Base Bid No. GC-1 – General Construction	\$1,833,000
Add./Alt. #1: Nurse's Toilet Recon @ P.J. Bellew ES	<u>\$ 53,000</u>
Total Award	\$1,886,000

Base Bid No. GC-2: Site Improvements (District-Wide) – A total of seven (7) bids were returned.

RECOMMENDATION:

Based on low bid meeting specifications that Base Bid No. GC-2 – Site Improvements (District-Wide) be awarded to:

Laser Industries, Inc.
1775 RT 25
Ridge, NY 11961

In the following amount:

1. Base Bid No. GC-2: Site Improvements (District-Wide)	<u>\$ 310,000</u>
Total Award	\$ 310,000

Base Bid No. GC-3 – Window Treatments (District-Wide) – A total of Nine (9) bids were returned.

RECOMMENDATION

Based on low bid meeting specifications that **Base Bid No. GC-3 – Window Treatments (District-Wide)** be awarded to:

A1 Construction Services Inc.
2468 Jerusalem Rd., Suite 1
N. Bellmore, NY 11710

In the following amount:

1. Base Bid No. GC-3: Window Treatments (District-Wide)	<u>\$ 210,000</u>
Total Award	\$ 210,000

Base Bid No. PC-1 – Plumbing (District-Wide) - A total of Two (2) bids were returned

RECOMMENDATION

Based on low bid meeting specifications that **Base Bid No. PC-1 – Plumbing (District-Wide)** be awarded to:

Ambrosio & Co., Inc.
2221 Fifth Avenue, STE 6
Ronkonkoma, NY 11779

1. Base Bid No. PC-1 – Plumbing (District-Wide)	\$ 729,540
Add./Alt. #1: Nurse’s Toilet Recon @P.J. Bellew ES	<u>\$ 19,745</u>
Total Award	\$ 749,285

Base Bid EC-1 – Electrical (District-Wide)– A total of four (4) bids were returned.

RECOMMENDATION:

Based on low bid meeting specifications that **Base Bid No. EC-1 – Electrical (District-Wide)** be awarded to:

Palace Electrical Contractors, Inc.
3558 Park Avenue
Wantagh, NY 11793

In the following amount:

1. Base Bid No. EC-1 – Electrical (District-Wide)	\$ 223,000
Add/Alt. #1: Nurse’s Toilet Recon @P.J. Bellew ES	\$ 9,900
Add/Alt. #2: Wiring to LED white room lighting in Planetarium dome	<u>\$ 6,500</u>
Total Award	\$ 239,400

Base Bid #PI-1 – Planetarium Integrator – A total of one (1) bid was returned.

RECOMMENDATION:

Based on low bid meeting specifications that Base Bid No. PI-1 – Planetarium Integration, be awarded to:

Spitz, Inc.
700 Brandywine Drive
Chadds Ford, PA 19317

1. Base Bid No. PI-1 – Planetarium Integrator	\$ 458,455
Add/Alt. #1: Layered Earth Dome Software/License	\$ 7,500
Add/Alt. #2: LED white room lighting in Planetarium dome	<u>\$ 17,700</u>
Total Award	\$ 483,655

CHANGE ORDER

AIA DOCUMENT G701

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

SED No. 58-05-09-03-0-008-033

Project Manager, Josh Staples

PROJECT: West Islip UFSD
 (name, address) Phase 3 Bond Work at
 West Islip High School

CHANGE ORDER NUMBER: 2R

DATE: October 18, 2018

TO CONTRACTOR: The LandTek Group, Inc.
 (name, address) 235 County Line Road
 Amityville, NY 11701

ARCHITECT'S PROJECT NO.: 16-380a

CONTRACT DATE: April 20, 2018

CONTRACT FOR: Synthetic Turf Fields,
Track and General Site Work (GC-7)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

1. Owner Request. Provide a credit back for the following work which constituted Change Order No. 1 but which was never done: Install site work for a future security guard booth along Lion's Path, as per Drawing CS2.03. Deduct. (\$113,044.90)
2. Owner Request. Provide a credit for concrete work at the varsity baseball field deemed unnecessary after bid award. Deduct. (\$4,000.00)

Total Deducted Cost (\$117,044.90)

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

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 2,092,600.00
 Net change by previously authorized Change Orders..... \$ 113,044.90
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was..... \$ 2,205,644.90
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)
 (~~unchanged~~) by this Change Order in the amount of..... \$ -117,044.90
 The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be..... \$ 2,088,600.00
 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

The LandTek Group, Inc.
 CONTRACTOR
 235 County Line Road
 Address
 Amityville, NY 11701

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

By 
 Lawrence Salvesen, AIA, LEED AP

By 

By 

Date 11-1-19
 (631) 475-0349

Date 11/7/19
 631-891-2381

Date 12/16/19
 631-893-3200

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$1,000.00 from HOPR, LLC, which have been donated to the Cafeteria Fund to directly benefits the students of the West Islip School District.

December 9, 2019

Re: Monetary Donation to WI Cafeteria Lunch Fund

Dear Members of the West Islip Board of Education,

As the owner of HOPR, LLC and on behalf of my staff, we have allocated \$1,000 of our annual charity donations to fight world hunger. We have collectively decided to donate that money to the West Islip Cafeteria Fund to directly pay down any negative lunch balance that the children/families have incurred.

Enclosed is a personal check made payable to West Islip School District. As stated, I am requesting the money be applied directly and only to the Cafeteria Lunch Fund to offset the negative balance.

Thank you for your consideration and I look forward to hearing from you.



Chris DiFiore
Owner, HOPR, LLC

DONATIONS:

WHEREAS, the West Islip Union Free School District is in receipt of donated funds in the amount of \$500.00 from Alliance Energy LLC, which have been donated for the purchase of math or science supplies for the students of the West Islip High School.

RESOLUTION: INCREASE 2018/2019 BUDGET

BE IT RESOLVED, that the Board of Education hereby authorizes the appropriation budget for the 2019-20 school year to be increased to \$125,911,790.98, an increase of the \$500.00 donation from Alliance Energy LLC for West Islip High School.

Alliance Energy LLC 15 Northeast Industrial Road Branford CT 06405 0028061

Date	Location	Reference	Gross Amount	Discount	Net Amount
11/19/19	9900	10140312	500.00	0.00	500.00
Check Date 11/20/19			Vendor: Number - Name 9461 - WEST ISLIP SENIOR HIGH SCHOOL		500.00

Alliance Energy LLC
 15 Northeast Industrial Road
 Branford, CT 06405

Five Hundred Dollars

To The
 Order Of WEST ISLIP SENIOR HIGH SCHOOL
 1 LIONS PATH
 WEST ISLIP, NY 11795

VOID AFTER 180 DAYS

Sharon Brooks
 Authorized Signature

Check Date	11/20/19
Check No.	0028061
Check Amount	*****500.00

52-153
 112
 Bank of America
 MA

⑆0028061⑆ ⑆011201539⑆ 0022 2007 6594⑆



Global Companies LLC.
800 South Street, Suite 500
Waltham, MA 02453

West Islip Senior High School
Reference ID: 10140312

Congratulations! Your 2019 Educational Alliance application for the school noted above has been approved. To recognize the achievement, please display the enclosed sign at your station to communicate your participation in this year's Educational Alliance program.

In addition, please contact the school representative as soon as possible to make arrangements to present or mail them your donation of \$500 with the included certification letter. You will not be credited that \$500 unless the completed certification letter is received at our office before February 14, 2020.

Please ensure the school receives this poster and displays it in a visible location (i.e.: bulletin board, office window, etc.). Exxon Mobil has a long history of supporting educational programs, like Educational Alliance, that focus on improvements in math and science from pre-school to higher education. We believe it is fundamentally important to encourage the next generation to pursue studies and careers involved in these fields.

Furthermore, a demonstration of community awareness is required from all retailers who receive Educational Alliance grants. Customers should retain this information locally to be furnished upon request. Failure to do so may render a retailer ineligible to receive a grant the following year:

Examples include (but are not limited to):

- a school/PTA newsletter reporting on the grant
- a community newspaper/newsletter article
- letters of appreciation from community, school, students, etc.

Congratulations again and thank you for your support!

Sincerely,

Exxon Mobil Educational Alliance Program

Customer ID:105198
Store #: 319383
Store Name: WEST ISLIP
Address: 570 SUNRISE HIGHWAY WEST ISLIP, NY 11795

WEST ISLIP PUBLIC SCHOOLS
ENGLISH LANGAUGE ARTS

MEMORANDUM

To: Elisa Pellati
From: Karen Appollo
Date: December 17, 2019
Re: Surplus

The following items were submitted for surplus by Oquenock Elementary School:

Title	Number	Reason
<i>Spotlight on Literacy</i> Teacher Editions	35	Not in curriculum
<i>Spotlight on Literacy</i> Student textbooks	21	Not in curriculum
Blue Phonics teacher's edition	1	Not in curriculum
Blue Phonics student workbook	1	
<i>The Chocolate Touch</i> by Patrick Skene Catling	14	Poor Condition
<i>The Indian in the Cupboard</i> by Lynne Reid Banks	10	Poor Condition
<i>Sarah Plain and Tall</i> by Patricia MacLachlan	20	Poor Condition
<i>Witch's Cat</i> by Harriet Muncaster	20	Poor Condition
<i>George Washington's Socks</i> by Elivira Woodruff	4	Poor Condition
<i>Julie of the Wolves</i> by Jean Craighead George	18	Poor Condition
<i>Freedom Crossing</i> by Margaret Goff Clark	12	Poor Condition
<i>Maniac Magee</i> by Jerry Spinelli	1	Poor Condition

SPECIAL EDUCATION SERVICES CONTRACT
Education Law § 4401(2)(b)

This Agreement is entered into this 1st day of September 1, 2019 by and between the Board of Education of the **KINGS PARK School District** (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 180 Lawrence Road, Kings Park, New York 11754, and the Board of Education of the **WEST ISLIP School District** (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795.

W I T N E S S E T H

WHEREAS the SENDING DISTRICT is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students with disabilities in those situations where the SENDING DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the SENDING DISTRICT; and

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

NOW, THEREFORE, the parties mutually agree as follows:

A. **TERM**

The term of this Agreement shall be from **September 1, 2019 through June 30, 2020**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. **SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, the services to be provided by the RECEIVING DISTRICT shall include, but not be limited to the following:

**SEE ATTACHED STUDENT INFORMATION SUMMARY
AND ADDENDUM A**

2. The RECEIVING DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.

3. All services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the SENDING DISTRICT to the RECEIVING DISTRICT upon any modification of a student's IEP.
4. The RECEIVING 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.
5. The RECEIVING DISTRICT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the SENDING DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
6. The RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING 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.
7. Upon the execution of this Agreement, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. The RECEIVING DISTRICT shall comply will all applicable policies of the RECEIVING DISTRICT while providing services pursuant to this Agreement.
9. The RECEIVING DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
10. The RECEIVING DISTRICT will work cooperatively with the SENDING DISTRICT'S Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The RECEIVING DISTRICT shall make relevant personnel available to participate in meetings of the SENDING DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.

11. The RECEIVING DISTRICT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING DISTRICT in connection with this Agreement, and upon request shall be entitled to copies of same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement.
15. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to render full reports concerning the education and progress of the student(s) to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
16. Upon reasonable prior written notice, the RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.

17. 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 DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.

18. Insurance

- a. 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 additional 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 (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
- b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
- c. 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.
- d. Upon the execution of this Agreement, the RECEIVING DISTRICT will supply the SENDING DISTRICT with a Certificate of Insurance including the SENDING DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

C. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement in accordance with the Commissioner's formula for calculating tuition for non-resident students.
 - a. The estimated 2018/2019 Special Education tuition rate is currently \$45,239.25 for Grades K-6 and \$47,146.05 for Grades 7-12.
 - b. The parties understand that this rate is estimated and may be subject to change based on any changes in services that may occur during the course of the school year. The total nonresident tuition rate charged shall be based on the RECEIVING DISTRICT'S actual costs to educate the student. Final billing for actual costs will be issued at the end of the school year. The amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect any adjustments for the relevant period of student's attendance.
2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
4. The SENDING DISTRICT shall give the RECEIVING DISTRICT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination
 - a. Either the SENDING DISTRICT or the RECEIVING DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. 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.

- c. In the event the SENDING DISTRICT or the RECEIVING 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.

2. Defense / Indemnification

- a. RECEIVING DISTRICT agrees to defend, indemnify and hold harmless the SENDING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the RECEIVING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- b. SENDING DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SENDING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

3. 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 Sending District: Dr. Danielle Colby-Rooney
 Administrator for Pupil Personnel
 Kings Park CSD
 180 Lawrence Road
 Kings Park, NY 11754

To Receiving District: Elisa Pellati/Asst. Supt. for Business
 West Islip UFSD
 100 Sherman Avenue
 West Islip, NY 11795

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

5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
8. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supercedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
9. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
10. 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.

SENDING DISTRICT

RECEIVING DISTRICT

By: Pamela J. De Fred
11/19/19

President, Board of Education
Kings Park CSD

By: _____

President, Board of Education
West Islip UFSD