

# AGENDA



## PLANNING SESSION OF THE BOARD OF EDUCATION

September 20, 2022

Beach Street Middle School  
17 Beach Street

Submitted by:  
Dr. Paul Romanelli  
*Superintendent of Schools*

**A G E N D A**  
**PLANNING SESSION OF THE BOARD OF EDUCATION**  
**September 20, 2022**

*Beach Street Media Center*

*West Islip, New York*

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- I. CALL TO ORDER
- II. QUORUM COUNT
- III. MINUTES: A motion is needed to approve the minutes of the September 8, 2022 Regular Meeting.
- IV. ANNOUNCEMENTS
- V. DISCUSSION
  - A. Hiring practices
- VI. PERSONNEL
- VII. APPROVAL
  - A. District Emergency Response Plan 2022-2023
  - B. Change Orders
    - 1. Palace Electrical Contractors, Inc. (\$1,616.85) PJBellew
    - 2. Palace Electrical Contractors, Inc. (\$1,616.85) Manetuck
    - 3. Palace Electrical Contractors, Inc. (\$1,616.85) Oquenock
    - 4. Palace Electrical Contractors, Inc. (\$1,061.86) Bayview
  - C. Contracts 2022-2023
    - 1. Bay Shore UFSD Special Education Services
    - 2. Herricks UFSD District of Resident/District of Location
  - D. Resolutions
    - 1. Funding for the fiscal year ended June 30, 2022 from Unassigned Fund Balance – to the Reserve for Employee Benefit Accrued Liability – an amount not to exceed \$600,000 to the Capital Reserve II – an amount not to exceed \$2,000,000
    - 2. Adoption of the 2021-2022 Reserve Plan
- VIII. 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.*
- IX. 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**  
**September 8, 2022 – West Islip High School**

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

ABSENT: None

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

ABSENT: None

ATTORNEY: Mr. Volz

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Meeting called to order at 7:32 p.m. followed by the Pledge.

DISCUSSION: 2022- 2023 District Emergency Response Plan

The Suffolk County Police Department and Homeland Security held an Emergency Drill on the grounds of the West Islip High School. Mr. Tussie thanked the Police Department and Homeland Security for an incredible experience and spoke about how the drills validated the importance of a Safety and Security Plan.

Dr. Romanelli advised that the District Emergency Response Plan is on the district website and that residents can submit comments regarding the plan.

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 August 23, 2022 Planning Session.

RECOGNITION: Buildings and Grounds staff

PERSONNEL

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Megan Rooney, Special Education, effective August 29, 2022 to August 30, 2025 (High School; Step 1<sup>1</sup>; replacing Christine McCann {resigned}).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT: Alexis Garcia, Special Education, effective August 30, 2022 to August 29, 2026 (High School; Step 0.5<sup>1</sup>; replacing Linda Condreas {retired}).

*In order to be granted tenure a classroom teacher or building principal shall have received composite or overall annual professional performance review ratings pursuant to Education Law § 3012-d of either effective or highly effective in at least three of the four preceding years and if a classroom teacher or building principal receives an ineffective composite or overall rating in the final year of the probationary period he or she shall not be eligible for tenure at that time.*

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve TEACHING ASSISTANTS: PROBATIONARY APPOINTMENT: Kathryn Ginty, Special Education, effective August 29, 2022 to August 28, 2026 (Manetuck; Step 5 new position).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve TEACHING ASSISTANTS: PROBATIONARY APPOINTMENT: Miranda Feliciano-Merkel, Computer, effective September 6, 2022 to September 5, 2026 (Manetuck; Step 1; replacing Karen Sessa-Jarosik {retired}).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve ADMINISTRATIVE: INTERIM ADMINISTRATOR: Wayne Cronk, Assistant Principal, effective September 9, 2022 (High School; \$700 per diem).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Lindsay Aumock, Special Education Aide, effective September 8, 2022 (Oquenock; Step 1; replacing Carly Morgan {resigned}).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Linda Bogarowski, Special Education Aide, effective August 29, 2022 (High School; Step 1; new position).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Nancy Fredericks, Part-Time Food Service Worker, effective September 12, 2022 (Beach Street; \$15.90/hr.; replacing Antoinette Knice {resigned}).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Bridget Morgan, Cafeteria Aide, effective August 29, 2022 (Paul J. Bellew; Step 1; replacing Kristen Wilson {resigned}).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Madison Mills, Special Education Aide, effective September 6, 2022 (High School; Step 1; replacing Lisa Messina {resigned}).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Keely O'Connor, Part-Time Food Service Worker, effective September 12, 2022 (Beach Street; \$15.90 hr.; replacing Kathleen Figalora {resigned}).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Robin Pierce, Part-Time Food Service Worker, effective September 12, 2022 (Udall; \$15.90 hr.; replacing Mary Ellen McElwee {resigned}).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Alitheia Shono, Special Education Aide, effective August 29, 2022 (Oquenock; Step 1; replacing Jennifer Pelletier {resigned}).

Motion was made by Richard Antonello, seconded by Tom Compitello, and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: \*Victoria Sparrow, Cafeteria Aide, effective September 12, 2022 (Udall; Step 1; replacing Catherine LaMotte {Special Ed Aide}).

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve A-1, A-3, TA-2, CL-1, CL-2, CL-4, CL-5 and Other of the 9/8/22 Personnel Agenda as listed below:

**ADMINISTRATIVE**

**A-1**

**CHANGE IN TITLE**

Justin Arini, Director of School Counseling and Social Workers K-12  
Effective August 29, 2022  
(High School; change from Director of Counseling)

Dr. Michelle Walsh, Director of ELA and Intervention Services  
(Literacy and Math) K-5 and MTSS (K-12)  
Effective August 29, 2022  
(District Office; change from Director of Intervention Services)

**A-3                    RESIGNATION**

Lauren Lay, Assistant Principal  
Effective August 29, 2022  
(High School)

**TA-2                    PROBATIONARY APPOINTMENT (AMENDED)**

Amber Avelli, Special Education  
Effective August 29, 2022 to August 28, 2026  
(Manetuck; change in Step from Step 1 to Step 5)

Melissa Davies, Special Education  
Effective August 29, 2022 to August 28, 2026  
(Manetuck; change in Step from Step 1 to Step 5)

Christie Rendino, Special Education  
Effective August 29, 2022 to August 28, 2026  
(Oquenock; change in Step from Step 1 to Step 5)

**CIVIL SERVICE**

**CL-1                    CHANGE IN TITLE**

Catherine LaMotte, Special Education Aide  
Effective August 29, 2022  
(Udall; Step 8; change from Cafeteria Aide)

**CL-2                    RESIGNATION**

James Cutillo, Custodial Worker I  
Effective August 29, 2022  
(Beach Street)

Lisa Messina, Special Education Aide  
Effective August 29, 2022  
(High School)

Lisa Spradley, Part-Time Office Assistant  
Effective September 17, 2022  
(District Office)

**CL-4                    SUBSTITUTE BIOTECHNOLOGY LAB AIDE (\$18.78/hr)**

\*Sarah Pfennig effective September 9, 2022

**CL-5                    SUBSTITUTE NETWORK & SYSTEMS TECHNICIAN (\$29/hr)**

\*Dorothy Kuskowski effective September 9, 2022

**OTHER**

**PREFERRED SUBSTITUTE**

Scott Mattera

Effective August 29, 2022

(High School; \$171.83/day; replacing J. Denninger {reassigned})

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

Victoria Evola, effective August 31, 2022

Carla LaBombard, effective September 9, 2022

\*Sarah Pfenning effective September 9, 2022

Carlos Pulgarin Sanchez, effective September 2, 2022

Derek Warshauer, effective August 30, 2022

**SUBSTITUTE TEACHING ASSISTANT** (\$105 per diem)

Claudia Kavitt, effective September 29, 2022

*\*Conditional pending fingerprinting clearance*

**ADULT EDUCATION INSTRUCTORS FALL 2022**

Alexandra Bergin (Zumba) \$35/hr

Lenny Butler (Community CPR) \$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) \$35/hr

Phyllis Hintze (Ballroom Dancing) \$30/hr

Caylee Klimuszko (Lifeguard) \$20/hr

Evan Levy (Social Security Planning) no cost to West Islip

Bruce Lieberman (Defensive Driving) no cost to West Islip

Jane Loehle (Aquacise) \$35/hr

Malayalam Lynam (Lifeguard) \$20/hr

Lea Parascandola (Lifeguard) \$20/hr

Nizza Tasayco (Volleyball) \$35/hr

Richard Tesoro (Ablout Boat Safety) no cost to West Islip

Robert Watts (Introduction to Guitar/Piano) \$30/hr

**ALTERNATIVE SCHOOL INSTRUCTORS 2022-2023**

Jill Culver, Art	1 section/full year
Evelyn Hanlon, Counseling	1 section/full year
Ryan Vollmuth, Counseling	1 section/full year
Dina Barone, English	1 section/full year
Heather Enright, English	1 section/full year
Dawn Divisconti, English	1 section/full year
Anthony Yuli, Health	1 section/full year
Christina Bivona, Math	1 section/full year
Kelly Weisenseel, Math	1 section/full year
Brian Cameron, Physical Education	.50 section/full year
Joseph Nicolosi, Physical Education	.50 section/full year
John Guerriero, Psychology	1 section/full year
Rebecca Silva, Psychology	1 section/full year
Kristie Ferruzzi, Science	1 section/full year

Michael Hazelton, Social Studies 1 section/full year  
Edward Jablonski, Social Studies 1 section/full year  
Eric Rao, Social Studies 1 section/full year  
Dennis Montalto, Special Education 1 section/full year  
Ashley Smar, Special Education substitute for D. Montalto

**FALL 2022 MIDDLE SCHOOL COACHES**

**BOYS SOCCER (AMENDED)**

Brandon Crouteau, 7-8 Beach Coach  
(replacing Sean Kelly approved at BOE meeting June 21, 2022)

**INSTRUCTIONAL SWIM & FAMILY SWIM PROGRAMS 2022-2023**

Colleen Reilly, Director  
Thomas Bruder Assistant Director  
Tanya Carbone, Assistant Director  
John T. Denninger, Assistant Director  
Daniel Gshwind, Assistant Director  
Edward Jablonski, Assistant Director  
Thomas Loudon, Assistant Director  
Jeremy Robertson, Assistant Director  
Meghan Schou, Assistant Director  
Anthony Yuli, Assistant Director  
John Montoni, Volunteer

**Lifeguard**

Gianna Aliani	Jack Delli-Pizzi	Tadhg O'Sullivan
Nicholas Aliani	Alyssa DiPietro	Joe Pace
Angelina Amatulli-Griffith	Michael DiPietro	Lea Parascandola
William Antippas	Brandon Disbrow	Bella Parasmo
Colin Beanland	Cameron Dorfmann	Joseph Pena
Quinn Bedell	Justin Dumond	Joseph Piropato
Andrew Bishop	Morgan Einsetler	Vincent Puglisi
John Boniberger	Logan Figueroa	Isabella Randazzo
Jarrett Bosch	Michael Flynn	Logan Reese
Shaun Boyle	Kaileigh Gagliardi	Kori Sansone
Kiarra Branigan	Matthew Gassmann	Nicholas Scarmozzino
Alex Burciaga	Robert Govier	Jack Schaefer
Erick Burciaga	Angelique Grande	Angelina Shannon
Ryan Carlson	Emma Grim	Noel Silva
Ryan Cascino	Jack Groak	Courtney Skahill
Drake Castonguay	Madison Horan	Jamie Smith
Devin Christensen	Ty Kennedy	Seamus Smith
Makayla Comer	Caylee Klimuszko	Matthew Triglia
Anna Curley	Makayla Lynam	Connor Viar
Joe Cusumano	Isabella Magee	Joe Vitellaro
Anna Curley	Makayla Lynam	Connor Viar
Joe Cusumano	Isabella Magee	Joe Vitellaro
Thomas D'Alessandro	Jackie McDonough	Joe Washington
Braedon Dedcovich	Alec Miller	Logan Coppola
Christian Fahey	Kathryn Mushorn	Markos Prokopiou
Andrew Schiano	Sarah Taheny	

## CURRICULUM

Mrs. Morrison informed the audience that the school year got off to a great start and thanked the administrators, teachers, all staff members, students and parents for coming together over the past two years and for a great opening of school. Mrs. Morrison spoke about how she enjoyed her visits to the buildings and the classrooms looked spectacular. Mrs. Morrison was happy to see that student desks are back together and students are interacting with each other.

Education Committee: Richard Antonello reported on the meeting held 9/6/22. Mrs. Langone, Science and Mr. Gilmartin, Chairperson of Social Studies came to the meeting and presented information regarding tests, IB, and Regent's exams and advised that West Islip students are rebounding nicely. Other items reviewed included MTSS Plan approval; standard based report cards and grading practices (K-5); curriculum review and social, emotional and mental wellness support for staff and students.

Finance Committee: Ron Maginniss reported on the meeting held on 9/6/22. Items reviewed included the June payroll summary, internal claims report, August system manager audit report, payroll certification forms, change order, surplus, contracts and resolution. Mrs. Pellati advised that the external auditors, R.S. Abrams, are finalizing their year-end testing for the 2021-2022 school year. Mrs. Pellati also provided the committee with a draft of the 2021-2022 fund balance analysis and a summary of the most recent activity related to fund balance. The transfer of excess monies from ERS Reserve will take place after the September 8 Public Hearing and the remaining transfers to reserves from 2021-2022 fund balance were discussed with the committee and will be approved on September 20, 2022.

Special Education Committee: Debbie Brown reported on the meeting that took place on 9/7/22. Mrs. Brown advised that the school year got off to a good start. Items discussed included updates on CSE and CPSE placements, three teachers were allocated to the elementary schools to support small group reading instruction utilizing Foundations, and the committee discussed future plans for school board members to tour special education classes in multiple buildings.

Policy Committee: Mr. Tussie advised that a Second Reading took place on the following policy: No. 1512 The Use of Videoconferencing at Public Meetings.

## FINANCIAL MATTERS

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve 2021-2022 General Fund budget transfers 4233-4238; 2022-2023 General Fund budget transfer 4236 and 2022-2023 Capital Fund budget transfers 4239-4237.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve 2022-2023 Contracts: East Moriches UFSD Instructional Services; Health Source Group, Inc. (HSG) Consultant Services; Metro Therapy Consultant Services; Serene Home Nursing Agency Consultant Services.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Surplus – Mathematics textbooks – Udall and Miscellaneous IT equipment – District Wide.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Change Order No. 1 - First Twelve Restoration Inc. - \$300,000 – WIHS.

## 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 attendance waivers ~ Student A and Student B.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolution re: transfer an amount not to exceed \$2,000,000 from the District's Reserve for Retirement Contributions into the District's Capital Reserve Fund II.

*WHEREAS, the Board of Education of the West Islip Union Free School District ("Board") has determined that the monies presently held in the District's Reserve for Retirement Contributions exceed the amount required as of June 30, 2022; now, therefore,*

*BE IT RESOLVED, that the Board hereby directs the District's Assistant Superintendent for Business to take the necessary action to transfer an amount not to exceed \$2,000,000 from the District's Reserve for Retirement Contributions into the District's Capital Reserve Fund II, heretofore established by voter approval on May 18, 2022, effective June 30, 2022.*

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve WITA Memorandum of Agreement re: arrival and departure from school utilizing Timepiece.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Nurses' Chapter of WITA Memorandum of Agreement re: arrival and departure from school utilizing Timepiece.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve District Goals and Objectives 2022-2023.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolution re: Suffolk School Bus Stop Arm Enforcement Program.

*WHEREAS, the Board of Education of the West Islip Union Free School District ("District" or "Board") intends to participate in the County of Suffolk School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program"); and*

*WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a; and*

*WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program the District must enter into an agreement with the County of Suffolk.*

*NOW THEREFORE, BE IT RESOLVED, the Board hereby approves the Suffolk County School Bus Stop Arm Enforcement Program Opt-in Agreement made between the County of Suffolk, West Islip Union Free School District, Bus Patrol America LLC, and Suffolk Transportation Service, Inc. (when applicable), and agrees to be bound by its terms and authorizes the Board President to execute same.*

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Eastern Suffolk BOCES Multi-Year Service Agreement November 1, 2022 to October 31, 2027.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Stipulation of Settlement and Release Student A.

Motion was made by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor to approve resolution re: Impartial Hearing Officers.

#### SUPERINTENDENT'S REPORT

Dr. Romanelli informed the audience that the district had a successful start to the school year and that there is a lot of positivity across the district. Dr. Romanelli also spoke about his visits to the buildings to see the students. At the high school, he was very impressed at the level of instruction taking place and seeing support staff working with students to have a great start to the school year. Dr. Romanelli also had lunch with students at Manetuck and a bus ride with students at Paul J. Bellew.

Dr. Romanelli advised that the administrative team, board of education and staff across the district are reading a book entitled “What School Could Be” by Ted Dintersmith. This book outlines teaching practices across the United States and is a great tool to hold discussions regarding teaching and learning throughout the year and to come to know what the West Islip profile will look like. Dr. Romanelli also explained that we don’t know the jobs that will exist 15-20 years from now, but we do know the skills, knowledge, habits and attitudes we feel students will need to be successful. Dr. Romanelli advised this would be a lot of the focus being discussed across the district.

Dr. Romanelli expressed his appreciation for all the support he has received and is excited about what can be accomplished working together.

NOTICES/REMINDERS:

Health and Safety Committee will meet on Tuesday, September 20, 2022, in the Paul J. Bellew Cafeteria at 9:30 a.m.

The Color Run will take place on Sunday, October 16, 2022.

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

Marcus Quijije - Mr. Quijije shared concerns he has regarding high school students who live north of Udall Road who do not meet the mileage requirements to receive bussing. Mr. Quijije also spoke about the safety issues the students face when walking to school and feels a bus is needed to ensure their safety. Mr. Tussie advised that the Board would look into the policy and follow up with him.

Veronique Wallrapp - Mrs. Wallrapp asked about the status of air conditioning for the buildings and if a special vote would have to take place. Mr. McCann advised that proposals are in the process of being collected and would be discussed and reviewed with Buildings and Grounds. Mr. Tussie advised that a special vote would have to take place. Mrs. Wallrapp also inquired about armed guards in the schools and Mr. Tussie advised that this subject would be on an agenda in a week or two.

Claudia Worley - Mrs. Worley inquired as to what the policy is when a student is unaccounted for in a school building. Dr. Romanelli advised that there is a procedure in place at each building. Mrs. Morrison asked Mrs. Worley to reach out to the District Office to discuss further.

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 8:16 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:29 p.m. on motion by Richard Antonello, seconded by Tom Compitello and carried when all Board members present voted in favor.

Meeting adjourned at 9:30 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:

**TEACHERS**

**T-1                    PROBATIONARY APPOINTMENT (AMENDED)**

Tiffany Kallman, Elementary  
Effective September 19, 2022 to September 18, 2025  
(Paul J Bellew; change in effective date from September 19, 2022 to September 18, 2026)

**TEACHING ASSISTANTS**

**TA-1                    PROBATIONARY APPOINTMENT**

Dina Woods, Pre-K  
Effective September 21, 2022 to September 20, 2026  
(Paul J Bellew; Step 4; replacing Kimberly Cooney)

Kerry Nowick, Special Education  
Effective September 21, 2022 to September 20, 2026  
(High School; Step 1; new position)

**TA-2                    RESIGNATION**

Melissa Davies, Special Education  
Effective September 24, 2022  
(Manetuck)

**CIVIL SERVICE**

**CL-1                    RESIGNATION**

Dina Woods, Pre-K Paraprofessional  
Effective September 20, 2022  
(Bellew)

**CL-2                    SUBSTITUTE CUSTODIAN(\$15/hr)**

\*Paul Shields, effective September 21, 2022

**CL-3                    SUBSTITUTE FOOD SERVICE WORKER(\$15/hr)**

Laura Doyle, effective September 21, 2022

**CL-4                    SUBSTITUTE NURSE (150 per diem)**

\*Nadia Wasserman, effective September 21, 2022

OTHER

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

Haley Califano, effective September 21, 2022  
\*Nancy Camelliri, effective September 21, 2022  
Jacquelyn Manley, effective September 21, 2022  
Kayleigh O'Connor, effective September 21, 2022

**ALTERNATIVE SCHOOL INSTRUCTORS 2022-2023 (AMENDED)**

Kristie Ferruzzi, Science 2 sections/full year  
(change in number of sections from 1 to 2)

**AUDITORIUM TECHNICIANS 2022-2023**

Bruce Bockstruck	Arthur Machowicz
Justin DeMaio	Melissa Senatore
Jesse Fawess	Joseph Senatore
Ryan Jensen	John Simeone
David Kaufman	Michael Taranto
James Kraus	Ronald Weber

**CONCERT HALL MANAGERS 2022-2023**

James Kraus, High School  
John Kennedy, Beach Street Middle School  
Michael Taranto, Udall Road Middle School

**MENTOR PROGRAM 2022-2023**

Karen McCarthy, Coordinator

Mentor (\$1051 Stipend)

Robin Caputo (Danielle Barclay, Elementary)  
Kerri Ierardi (Ashley Caputo, Elementary)  
Kristen Caulfield (Danielle Carihfield, Art)  
Colleen Reilly (John Denninger, Physical Education)  
Georgina Jaycox-Killoran (Alexis Garcia, Special Education)  
Anne Davis (Tiffany Kallman, Elementary)  
Wendy Fogarty (Kerri Magennis, Elementary)  
Lindsay Simonton (Marissa McAllister, Elementary)  
Carrie Russo (Kelly Minicozzi, Elementary Counselor)  
Nancy Hedemark (Grixon Moreira, World Languages)  
Victoria Kavitt (Stephanie Nicou, Music)  
Alyssa O'Connor (Brittany Probst, Elementary)  
Celia Field (Megan Rooney, Special Education)  
Janet Wolfe (Sophia Stokkeland, Art)  
Jane Murray (Tracy Suczewski, English)  
Annie Stack (Danielle Sugumele, Elementary)  
Carrie Yuli (Alysa Walker, Elementary)

*\*Conditional pending fingerprinting clearance*

OTHER, continued

SUBSTITUTE TEACHING ASSISTANT (AMENDED)

Claudia Kavitt, effective September 21, 2022  
(change in effective date from September 29, 2022)

**WEST ISLIP UFSD  
DISTRICT EMERGENCY RESPONSE PLAN**

Amended pursuant to Education Law §§ 2801-a and 807 (Chapter 54 of the Laws of 2016)

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## OVERVIEW

### **INTRODUCTION**

The Districtwide Emergency Response Plan provides the framework for the West Islip Union Free School District (the District) to identify and implement appropriate strategies for creating and maintaining a safe and secure learning environment for its students and staff. The District's plan provides the overall guidance and direction for development of the Building-level Emergency Response Plan for each of the school buildings in the district. While the districtwide plan covers a broad scope of activities, including violence prevention, intervention and response, the building plans focus more directly on critical actions that must be taken to protect the safety of students and adults in the event of an emergency. Taken together, the district and building plans provide a comprehensive approach to addressing school safety and violence prevention, and provide the structure whereby all individuals can fully understand their roles and responsibilities for ensuring the safety of the entire school community.

When a crisis arises, no school system is immune to the negative physical or mental effects on its students, staff and the local community. Immediate, effective and responsible management and communication can address the crisis and maintain a District's integrity and credibility.

### **PURPOSE**

West Islip School District provides for the protection of students, staff and facilities. This plan was developed in accordance with the Safe Schools against Violence in Education Act (SAVE) and pursuant to Commissioner's Regulation 155.17. The purpose of this plan is to guide administrators, district staff, students, and parents when dealing with emergency situations. All administrators will maintain a current copy of the West Islip School District Emergency Response Plan.

The Board of Education recognizes the necessity of preparing an emergency response plan that ensures the safety and health of students and staff, as well as district property, in the event of an emergency. Pursuant to this concern and the regulations of the Commissioner of Education, the Superintendent will guide the preparation of a District Emergency Response Plan and individualized Building Emergency Response Plans. Such plans will be the official guides for the District in case of fire, civil emergencies, and natural disasters; and shall provide for sheltering, evacuation, and early dismissal; written notification to students, parents and staff; and annual drills and coordination with local and county emergency preparedness personnel. The Superintendent will ensure that sufficient training to implement the plan occurs and Building Principals will be scrupulous in meeting the statutory requirement for conducting evacuation and other emergency drills to ensure orderly dispatch to designated areas under emergency conditions.

The Superintendent will provide administrative procedures to ensure that the district and building plans are in place and that they will be formally adopted by the Board of Education, and reviewed annually and updated as necessary.

The district plan is filed with the Commissioner of Education and available for public inspection on the district website. The district and building plans are filed with the local Suffolk County Police Department Third Precinct and the New York State Police. Building Emergency Response Plans will remain confidential and are not subject to disclosure.

Although the building plans incorporate the most current school safety strategies and efficiencies into the plans, it is critical to consider that the exact actions taken by the District and Building Response Teams will depend on the specific circumstances of a given situation.

## DEFINITIONS

### Crisis

An unpredictable, tragic event or situation that has the potential to cause a state of upset and disorganization. Some examples are severe, chronic, or life threatening illness of a student, staff member or family member; death of a student or staff member; death of a significant other to a student or staff member; traumatic event; suicide; serious accident; fire; violent school intrusion; community/national/world event; natural disaster.

### Districtwide Emergency Management Team

The individuals appointed by the West Islip Union Free School District Board of Education, upon recommendation by the Superintendent of Schools, who are charged with the development and yearly review of the *Emergency Response Plan*, the *Code of Conduct* and the Dignity for All Students Act training.

Duties of the committee will be to develop and update, when necessary, the School District Emergency Response Plan in compliance with the Commissioner's Regulation 155.17. The District Team will include District Office administrators, principals, the Director of Buildings & Grounds, the transportation supervisor, the Director of School Safety, and teacher and nurse representatives.

### Districtwide Emergency Response Team

The individuals who are charged with responding to a district/building crisis. The District Team will include District Office administrators, principals, the Director of Buildings & Grounds, the transportation supervisor, the Director of School Safety, and others as necessary.

### District Chief Emergency Officer

The Superintendent or his/her designee is the District Chief Emergency Officer. The Chief Emergency Officer has general responsibility for coordination, overview and decision-making in implementing the district's Emergency Response Plan. The District Chief Emergency Officer will be appointed annually by the Board of Education.

The Chief Emergency Officer facilitates communication between school staff and law enforcement and/or first responders in the event of an emergency.

The Chief Emergency Officer is responsible for ensuring that all staff, parents and students are provided with information about emergency procedures.

### Building Emergency Coordinator

The Principal is the Building Emergency Coordinator. The Coordinator has general responsibility for coordination, overview and decision-making in implementing the building's Emergency Response Plan. Upon notification of an emergency, the Coordinator will activate the plan as they believe appropriate.

### Emergency Response Plan

The district and building Emergency Response Plans are the official guides for the District in the case of fire, civil emergencies, and natural disasters. The district plan provides broad concepts, policies, and procedures. It outlines strategies rather than provides details, and focuses on district policy. The district plan outlines the District's response to threats of violence and includes DASA and Code of Conduct requirements. The districtwide plan, approved by the Board of Education, is open for public review.

The building level plans detail specific response strategies. They are detailed plans that guide how building personnel and students should respond to an emergency in their school. Building level plans include schedules for drilling and details about evacuation procedures. Information specific to emergency communication among staff, responders and family is provided. Building level plans are confidential and are protected from disclosure under Article 6 of the Public Officers Law.

Included in the district and building plans shall be:

- a. Definitions of emergencies and procedures to be followed;
- b. Designation of a control center in anticipation of, or in response to an emergency;
- c. Identification of sites of potential emergencies;
- d. Identification of appropriate responses to emergencies;
- e. \*Procedures for coordinating the use of District resources and personnel during emergencies;
- f. \*Identification of District resources which may be available for use during an emergency;
- g. \*A system for informing all schools within the district of the emergency;
- h. Plans for taking the following actions, if appropriate: school cancellation, early dismissal, evacuation and sheltering;
- i. \*Pertinent information about each school, including floor plans, information on school population, number of staff, transportation needs and the business and home telephone numbers of key employees of the district and others, as appropriate;
- j. Procedures for obtaining assistance from local government officials;
- k. The roles and responsibilities of school safety personnel and School Resource Officers (SROs), including a memorandum of understanding with the Suffolk County Police Department.
- l. Any other information deemed relevant by the Committee. The Committee will examine and consider other recommended information for inclusion in the Plan.

\* Confidential information included in Building Emergency Response Plan Only.

#### Building Emergency Response Teams

Each building shall establish a building emergency response team. Team members shall include, but not be limited to the principal, assistant principal, counselors, nurse, head/chief custodian, psychologist, social worker and secretary. A chain of command will be established within the building.

The responsibilities of the building team shall include to:

- a. Establish a building crisis announcement (included in the emergency response plan).
- b. Determine the location of the building command post, alternate command post, staging area and alternate staging area. These locations shall be included in the emergency response plan for each district location.
- c. Determine the needs of the command posts: emergency response kit, phone and radio system, and announcement procedure.
- d. Meet periodically to review procedures.
- e. Meet periodically with staff to review the emergency response plan.
- f. Maintain an accurate, current phone list for all students and staff.
- g. Determine the appropriate emergency response actions specific to the building for various emergency situations, which may include but are not limited to:
  1. Bomb threat
  2. Hostage situation/intruder
  3. Kidnapped/missing person
  4. Medical emergency
  5. Civil disturbance, radiological/terrorist incident
  6. Adverse weather condition
  7. Hazardous materials spill
  8. Explosion and/or fire
  9. School bus accident

#### Command Post

A primary command post is established and maintained in the Office of the Superintendent of Schools. A secondary command post is established and maintained in every school in the district. In the event of an emergency in a single site, a command post shall be established in that building in an area deemed appropriate for the particular emergency. All operations will be directed from the designated incident Command Post.

These command posts shall be equipped with the following:

- a. Equipment to receive messages from all sources:
  1. Emergency Broadcast System
  2. Radio receiver/transmitter on school bus frequency
  3. National Weather Bureau
- b. Telephone system
- c. Emergency lighting: generator, flashlights
- d. Office supplies
- e. List of emergency telephone numbers
- f. List of hazardous materials
- g. Maps, charts, etc.
- h. Laptop
- i. AED
- j. Medical supplies (The nurse will move all medications to the Command Post in the event of an emergency.)

### Incident Commander

The Incident Commander, usually the Principal, coordinates efforts in the event of an emergency at the building level. The Incident Commander will:

- a. Take full control upon being notified of an emergency;
- b. Make immediate decisions regarding emergency responses;
- c. Order activation of appropriate responses;
- d. Notify appropriate agencies;
- e. Be prepared to turn over control to outside agencies;
- f. Perform testing of the Emergency Response Plan on an annual basis;
- g. Meet with local government and emergency service organization officials to develop procedures for advice and assistance for emergency situations that exceed the expertise and/or resources of the district. These procedures will then be incorporated into the Emergency Response Plan;
- h. Determine when and which educational agencies located within the school district shall be notified of an emergency and the action to be taken;
- i. Develop emergency management response actions with the Building Emergency Response Team for:
  1. Response actions – early dismissal, evacuation, and sheltering;
  2. Criminal offenses, natural & technological hazards, fire & explosions, system failures, and medical emergencies.

## **RISK REDUCTION/PREVENTION AND INTERVENTION STRATEGIES**

### **ANNUAL TRAINING**

The Superintendent of Schools shall ensure that annual training is conducted for all students and staff, and for new employees within thirty (30) days of hire. Instructions shall be distributed to staff in written and verbal form, and shall include:

- a. Definitions of school violence and disciplinary consequences as per the School District Code of Conduct and Ethics Policy;
- b. Student and staff guidance on nonviolent conflict resolution, peer mediation and mentor programs;
- c. Information on early detection of potentially violent behavior;
- d. Information on how to report incidents of violence, including threats, verbal abuse, and Internet/social media threats;
- e. How to recognize and respond to school security hazards and other emergency situations;
- f. A detailed description of potential emergency situations;
- g. The names of the building emergency response team members;
- h. The method of disseminating information during an emergency;
- i. A review of post-incident procedures, including medical follow-up and counseling/referral protocols;
- j. Additional sources of information.

## **DRILLS**

It is the duty of the principal or his/her designee to instruct and train the pupils by means of drills, so that they may, in a sudden emergency, be able to leave the school building in the shortest time possible and without confusion or panic. There shall be twelve (12) emergency drills in each school year, eight (8) of which shall be held between September 1 and December 30 of each school year. There shall be a minimum of four (4) lockdown drills. Local law enforcement shall be invited to participate in lockdown drills.

Drills shall include practice and use of the alert and warning procedures, including fire alarms when appropriate, communication systems and protocols, staff responsibilities, evacuation and sheltering procedures, and other procedures appropriate to the type of drill being performed.

In the course of at least one drill, pupils shall be instructed in the procedure to be followed in the event that a fire occurs during the lunch period, provided however, that such additional instruction may be waived where a drill is held during the regular school lunch period. Drills shall be conducted in a manner whereby students are instructed to evacuate the building using alternate routes so that they can respond in the event of a real life incident. Upon notification of an impending actual situation or drill, building principals shall direct pupils and staff to designated assembly areas or remain in classrooms as appropriate.

At least once every school year, the district will conduct a test of its emergency plan for sheltering and early dismissal. Such drills will not occur more than 15 minutes earlier than normal dismissal time. Transportation and communication procedures shall be included in the test. Pupils will be released to their assigned buses when such buses are announced as available. Normal bus schedules will be followed for the Early Dismissal Drill, but moved up for the 15-minute drill period, or in the event of a real emergency, immediately after the decision is made for an early dismissal. Parents or guardians shall be notified in writing at least one week prior to such drill.

## **SCHOOL SECURITY**

Each school building requires all visitors to use the front door, produce identification at the security vestibule, and wear a visitor's pass that is returned upon leaving the building for the duration of the visit. Surveillance cameras are located and monitored throughout the district. Students will use designated points of entry and egress only and produce identification when requested by any adult staff member. All staff members and secondary students are required to wear a district-issued photo ID during school hours.

School safety personnel will assist in implementing aspects of the building emergency response plan. West Islip safety staff receives appropriate training and holds required certification.

## **EARLY DETECTION OF POTENTIALLY VIOLENT BEHAVIOR**

The District-Wide Safety Team will make recommendations for appropriate annual training for students and staff in violence prevention. Training will include the early warning signs of potentially violent behavior and early intervention strategies. Informative materials relative to the early detection of potentially violent behaviors will be included, as appropriate, in curriculum materials, as well as in the Health and Wellness and district newsletters.

## **RESPONSES TO VIOLENT BEHAVIOR**

All incidents of violence, whether or not physical injury has occurred (verbal abuse, threats of violence, etc.), as well as threats made by students, staff or visitors against others or themselves, including suicide, shall be reported immediately and be documented in writing. District personnel shall maintain a student and/or staff member's confidentiality when appropriate. There will be no reprisal for reporting incidents of violence or potential violence.

The Principal or designee shall be responsible for receiving and responding to reports, including anonymous reports. Information on the reporting process for students and staff are provided as part of the violence prevention training program at the beginning of each school year. Relationships shall be established with local law enforcement officials and emergency response agencies at the building and district levels.

#### Reporting of incidents

Once notified of an incident of violence or threat of physical harm made by students, staff or visitors against themselves or others, the Principal or designee will notify the local police department and activate the building response team. The area of disturbance shall be secured and assessed, and **Hold in Place** will be enacted, until the severity of the situation can be determined, at which time the appropriate emergency protocol will be initiated (evacuation, lockdown, lockout, shelter in place). Students and staff shall be briefed on the incident, and parents shall be notified.

#### Investigation of incidents

After an emergency or violent incident, the Superintendent and Principal will review the occurrence and determine the appropriate level of investigation and follow-up. Depending on the situation, the Superintendent may convene the District Emergency Response Team to conduct a debriefing, focusing on facts that may prevent recurrence. The investigation will collect facts on how the incident occurred, identify contributing causes, recommend corrective action, and consider changes in controls, policy and/or procedures.

#### Post-incident actions

The school district recognizes the importance of responding quickly and appropriately to the medical and psychological needs of students and staff following exposure to a violent incident. Individuals affected by a violent act in the school district will be provided with appropriate medical and psychological support by the Post-Incident Response Team. Provisions for confidentiality and protection from discrimination will be included to prevent victims of violent incidents or incident of violence against themselves from suffering further loss.

#### Disciplinary Measures

The West Islip School District Code of Conduct is the basis for determining the appropriate disciplinary measures for students who perpetrate violent behavior or disruption to the school environment through acts conducted outside of the school environment. The Code of Conduct describes the expected behavior of students, staff and visitors, and the disciplinary actions resulting for violations. A copy of the Code of Conduct may be found on the District's website.

### **EMERGENCY RESPONSE PROTOCOLS**

The District recognizes that many different types of emergency situations may arise resulting in the need for specific or combined emergency response protocols. A detailed listing of emergency responses is included in each Building Emergency Response Plan. The Building Emergency Response Team is responsible for reviewing and updating these responses and communicating them to students and staff. Each building level plan is required to be updated annually to include possible changes in student population, staffing, location of staff and students with special needs, and building schematics; as well as any district changes to safety protocols. These changes must be submitted to the Superintendent, in writing, by September 30 of each school year.

Building administrators are required to familiarize themselves with the proper procedures for all types of emergencies that are identified in the Building Emergency Response Plan.

Sheltering and staging areas should be designated in building plans. These are sites where students and staff can congregate in the event that they must be moved away from a dangerous area such as a hostage situation, or where they can wait for transportation to a safe evacuation site. The diagrams of the building floor plans and the building and grounds site plans are listed where appropriate throughout the district and indicate possible staging areas both in the building and outside the building.

## NOTIFICATION AND ACTIVATION

Effective and timely communication between the emergency response team and local emergency responders is essential in the event of a violent incident or emergency situation. The West Islip UFSD does not prohibit any staff member, student or visitor from calling 911 in the event of an emergency.

## INTERNAL COMMUNICATIONS

During an emergency, all phones and other communication devices are to be reserved for emergency use only. Communication methods may include telephone, fax, email, PA system, cell phone, bullhorn, radio, blue lights, or alarm system, as necessary. Plain language, and not codes, will be used when making emergency announcements.

The district and building Emergency Response Plans shall guide the administration of the West Islip School District in dealing with myriad emergency situations of natural and manmade origins. Because no two incidents are exactly the same, this plan shall be used as a guideline. Common sense should prevail in all emergency situations. Nevertheless, general response protocols to be employed shall include:

- a. Identifying the emergency situation;
- b. Safeguarding students and staff through protective actions;
- c. Administering first aid;
- d. Notifying administrators and emergency services;
- e. Notifying parents;
- f. Notifying the media, if appropriate;
- g. Debriefing.

Five responses will be referenced in the specific emergency plans within the pages of this document. The details of each of these responses are described below.

**Shelter in Place** is used for incidents that require students and staff to be sheltered within the school building. This plan involves keeping students in the school rather than evacuating them to another building or sending them home. This decision would be made when roads are closed or outside travel is very hazardous. Sheltering is usually short-term, but conditions could warrant extended sheltering.

**Hold in Place** is used to limit movement of students and staff while dealing with short-term emergencies. This plan may be employed within the school when an incident requires student removal from the immediate location of the event, such as a fight or individual medical emergency.

**Evacuate** is used to move students and staff away from the building. This plan requires that a building's inhabitants leave the building for another location. Evacuation may mean going outside away from the building and waiting for the danger to pass, or it may require students be transported to and temporarily housed at another building.

**Lock Out** is used to secure school buildings and grounds during incidents that pose an imminent concern outside of the school.

**Lock Down** is used to secure school buildings and grounds during incidents that pose an immediate threat of violence in or around the school.

## Other

**School cancellation** is a response that will be implemented in the event that the Superintendent of Schools determines that school will not be open on a scheduled school day due to a national or weather-related emergency, or because of building problems such as heating plant failure or loss of water. As soon as the decision to cancel school is made, parents and staff will be advised via a *ParentSquare* notification. Additionally, notification will be made to News12 Long Island, WBAB 102.3, WBLI 106.1, WALK FM 97.5, WALK AM 1370, and Verizon FIOS1.

**Delayed Opening** is employed, when possible, on days of inclement weather (snow, freezing rain, etc.) to maximize student attendance and instruction. With this delayed opening procedure, bus pick-ups and school starting times are delayed two hours from the normal start.

**Early Dismissal** or the "Go Home Plan" meets the need to return students to their homes and families as soon as possible. When the decision for an early dismissal is made, parents and staff will be advised via a *ParentSquare* notification. In the elementary and middle schools, contact with a parent/guardian or emergency contact will be established prior to sending the child home. If contact is not made, the child will remain at the school or transported to a central hold location.

## SITUATIONAL EMERGENCIES

### **ABDUCTION/MISSING STUDENT**

The Building Emergency Response Plan will include procedures to be followed in the event of an abduction or missing student. During school hours, if a student documented as previously present is missing, the first person aware of a missing student (or abduction) will immediately notify the Principal's office. The Main Office will provide student information and photo ID to building staff, who will search the building. The public announcement system will also be used. If the student is not found, the Superintendent, parent/guardian and the police will be notified. The Principal will relinquish authority of the investigation to the police upon arrival and assist as requested. No information is to be released to the media. Parents will be notified immediately if/when the student is located. Parents shall contact the school if they locate the student.

If a K-8 student does not arrive at school, a parent/guardian shall immediately be contacted. The student's mode of transportation to school should be reviewed. If the student is not located, the police should be notified. Student information and photo ID will be provided, and the Superintendent should be notified. The Principal will turn over the investigation to the police upon their arrival and assist as requested. No information is to be released to the media. Parents will be notified immediately if the student is located. Parents shall contact the school if they locate the student.

At the high school level, a parent/guardian will be contacted via the established mechanism used to notify parents of student absence. Teachers are expected to take period-by-period attendance every day as per the procedures prescribed by the Principal.

After school hours, when a student has not arrived at home when expected, the school may be notified of such by the parent/guardian. As much information as possible shall be gathered about the student and his/her departure from school. The parent/guardian shall be advised to contact friends and the police if the student is not located. The Principal or designee should be available to assist in a police investigation. Parents will be notified immediately if the student is located. Parents are expected to contact the school if the student is located.

### **ACTS OF VIOLENCE**

In the event of an actual act of violence, the Principal and Superintendent should be notified immediately. Call 911. The immediate area should be isolated, and the building should initiate the **Hold in Place** protocol until the level of threat is ascertained, at which time the appropriate protocol will be utilized.

## **BOMB THREATS**

Building administrators will familiarize themselves with bomb threat procedures identified in the Building Emergency Response Plan. Issues such as searches, pre-clearance, weather conditions, evacuation, sheltering, notification, returning to the building and false bomb threat prevention are to be addressed in the building level plan. The *FBI Bomb Threat Call Checklist* will be available at phones most likely to receive outside calls in each building location.

## **CIVIL DISTURBANCE**

At the beginning of an actual or potential civil disturbance, the following information should be obtained:

- a. Specific location of action/gathering;
- b. Time incident commenced;
- c. Number of persons involved;
- d. Description of action(s) taking place;
- e. Purpose or intentions of the group;
- f. Identities of participants, if known.

The Superintendent should be notified and staff and students should be moved away from areas where confrontations are occurring or may occur. If conditions warrant, school may be closed. In this event, police and other appropriate parties should be consulted prior to reopening of school.

## **IMPLIED OR DIRECT THREATS OF VIOLENCE**

Building plans will address strategies to be used by staff to de-escalate potential violent incidents. In the event of a threat, the Principal should be notified immediately. The Principal and Superintendent will determine the level of the threat, and contact law enforcement, if deemed necessary. Students who imply or threaten violence will be disciplined according to the District Code of Conduct.

## **INTRUSION**

The Building Emergency Response Plan will include procedures to be followed in the event of an intruder. Security paraprofessionals, school safety, and main office personnel are to be included in intruder awareness training.

The first person to become aware of an intruder or suspicious person will immediately report this information to the Principal's Office, who in turn shall alert building school safety staff and call a **Lockdown**. School safety personnel, the Principal or designee will approach the intruder to determine the nature of his/her presence and to obtain identification. The Principal or designee will accompany the individual(s) to the proper location of business, or if no acceptable purpose can be ascertained, request that the individual(s) will be escorted off of the premises. School safety, the Principal or designee should ensure that the individual(s) has exited the building and alert staff to prevent unrecognized re-entry.

If the individual(s) refuses to leave, they should be informed that they are in violation of the law, and that the police will be notified. Dial 911 or other appropriate emergency notification. If the situation escalates, a public address announcement will be utilized to implement a **Lockdown**.

The Superintendent's Office shall be notified so appropriate resources can be made available to the building. The Principal shall assist the first emergency responders and shall relinquish authority to the police or emergency services.

## **TAKING OF A HOSTAGE**

The Building Emergency Response Plan will include procedures to be followed in the event of a hostage situation. The first person aware of the situation will immediately notify the Principal's Office and call 911. The Principal or designee will issue the appropriate announcement alert, if necessary, isolate the area, and notify the Superintendent. No information will be provided to the media at this time. The Principal or designee will relinquish authority to the police upon their arrival and assist as requested.

## **MEDICAL EMERGENCIES**

### **EPIDEMIC/PANDEMIC**

In the event of a declared public health emergency, the district will implement its operational plan. Directives by the local and/or state public health officials, New York State Executive or school physician shall be followed. Students and staff will be encouraged to practice healthy behaviors, and supplies will be provided as necessary. Frequently touched objects will be cleaned often and a room will be designated within each school building for sick students and staff.

#### **Prevention/Mitigation**

- The district will work closely with the Suffolk County Department of Health Services (SCDHS) to determine the need to activate the plan.
- The SCDHS will monitor countywide cases of communicable disease and inform school districts as to appropriate actions.
- The Executive Director of Human Resources will work with the Superintendent to coordinate pandemic planning and response efforts.
- Building teams will review and assess obstacles to implementing the plan.
- The school district will emphasize vaccination, hand-washing, face coverings and other etiquette through educational campaigns.
- Information will be provided regularly to parents, staff, and students about an enforced pandemic plan using the website, postings and direct mailings for this purpose.

#### **Essential Positions**

In the event of a government ordered shutdown, a list of employees will be identified as “essential” and will not be able to work remotely. Such personnel are listed in the Directory on page 17.

Depending on the exact nature of the communicable disease and its impact, the district will use strategies to reduce congestion and maintain social distancing requirements. The following will be considered:

- Limit building occupancy or the maximum allowable by state or local guidance;
- Form employee work shift cohorts to limit potential contacts;
- Limit employee travel within the building;
- Limit restroom usage to specific work areas;
- Stagger arrival and dismissal times;
- Alternate work days weeks;
- Limit or eliminate visitors to the building.

#### **Technology & Connectivity**

All students and teachers will have access to technology devices and high-speed broadband in their places of residence to ensure that all students have an opportunity to participate in learning activities and demonstrate mastery of Learning Standards.

Employees who are identified as “non-essential” will work remotely. The district will ensure digital equity for these staff members by:

- Surveying staff to determine who will need devices to maintain operational functions or instructional services;
- Surveying staff to determine the availability of viable existing at-home Internet service;
- Providing mobile devices and Internet access as necessary.

## **FOOD POISONING**

The problem shall be identified. Public health officials shall be notified, and the directives of the public health officials or school physician shall be followed.

## **INDIVIDUAL STUDENT EMERGENCY**

The problem shall be identified. The nurse shall be notified and the specific protocols for addressing the emergency shall be followed. The parent shall be notified. The area of disturbance shall be secured, if necessary, and **Hold in Place** will be enacted until the incident is resolved. If the student must be transported to the hospital, the nurse, Principal, or designee shall accompany the student.

## **SCHOOL BUS ACCIDENT**

Students shall be relocated away from the danger area if they can be moved. First aid shall be rendered to injured persons. Emergency assistance shall be requested from the police department and fire department. The Superintendent and transportation supervisor shall be notified. Parents shall be contacted and given direction as to where to meet their child.

## **WEATHER-RELATED EMERGENCIES**

The National Weather Service advisories and media reports shall be monitored.

### **HURRICANE/TROPICAL STORM**

National Weather Service advisories shall be monitored. If school is not in session, consultation shall take place with the Superintendent and local Emergency Management Office to coordinate cancellation of school. If school is in session, the **Go Home** plan will be implemented, if appropriate. Action shall be taken to protect school physical plants, as advised by the Suffolk County Office of Emergency Management and National Weather Service. After the storm, damage to property and facilities will be assessed. School will reopen after coordination with county emergency management office and local officials, if necessary.

### **THUNDERSTORM/LIGHTNING STORM**

National Weather Service advisories shall be monitored. All outdoor activities will be curtailed if thunder is heard, lightning is seen or the sky is threatening. All persons shall be summoned into the building(s) to take shelter, avoiding glass doors and windows. Occupants shall stay inside a safe building or vehicle for at least 30 minutes after the last thunderclap is heard.

## **TORNADO**

National Weather Service advisories shall be monitored. Spotters shall take positions if a watch is issued. If a tornado is sighted or a warning issued, outdoor activities will be curtailed. Other actions to be taken: shelter in hallways at the lowest floor of the building possible, avoid windows, and avoid large rooms such as cafeterias and gyms. Outside weather conditions will be monitored. When the warning is rescinded or "all clear" advice is given, normal activities will resume, if there is no damage to school property. Further actions shall be coordinated with the Suffolk County Office of Emergency Management, if necessary. If the building has sustained damage, the Superintendent, Director of Building and Grounds, and the county emergency management office will be notified.

## **WINTER STORM**

Weather and road conditions will be monitored. Appropriate response actions will be considered: cancel school, employ **Delayed Opening** or **Early Dismissal Procedure**, provide shelter. Protocols for notifying BOCES District Superintendent, media outlets, staff and parents shall be employed.

## **NATURAL DISASTERS**

### **EARTHQUAKE**

National Weather Service advisories shall be monitored. If indoors, occupants shall drop to the ground, take cover under a sturdy table, and hold on until the shaking stops. Stay away from glass, windows, outside doors and walls, and stay inside until the shaking stops and it is safe to go outside. Elevators shall not be used. If outdoors, stay outside, but move away from buildings, streetlights and utility wires.

### **FLOOD**

National Weather Service advisories and local road conditions shall be monitored. Roads most vulnerable to flooding shall be identified. Plans for school closings and/or selections of alternate transportation routes shall be made, if necessary. Emergency response will be activated based on advisories from the National Weather Service and the Suffolk County Office of Emergency Management. Appropriate response actions shall be taken: cancel school, employ **Delayed Opening** or **Early Dismissal Procedure**, provide shelter. Protocols for notifying BOCES District Superintendent, media outlets, and staff and parents shall be employed. When conditions permit, schools shall reopen.

## **TECHNOLOGICAL/CHEMICAL HAZARDS**

### **AIR POLLUTION**

Advisories from local health authorities or environmental agencies shall be monitored. Appropriate response actions shall be taken: cancel school or **Early Dismissal Procedure**, provide shelter. Protocols for notifying BOCES District Superintendent, media outlets, and staff and parents should be employed. When conditions permit, and as recommended by local health and environmental officials, schools shall reopen.

## **GAS LEAK**

Upon discovery or detection, the Director of Buildings and Grounds and the Superintendent shall be notified. The degree of the problem shall be evaluated and the fire department and/or local gas supplier shall be contacted. Operation of the building shall be curtailed or cease, as appropriate. Staff, parents, and students shall be notified. Commence remedial action. Resume normal activities when safety assurances are provided by the fire department and gas supply supervisor.

## **HAZARDOUS MATERIALS (OFF SITE)**

Upon notification, directives of the Suffolk County Office of Emergency Management and the fire department shall be followed, including to: **Shelter in Place**, close off all outside air intake valves, and curtail outdoor activities. If directed to **Evacuate**, the appropriate procedure will be implemented. Normal activities will resume when safety assurances are provided by the appropriate authorities.

## **HAZARDOUS MATERIALS (ON SITE)**

Upon discovery or detection of any spill of a hazardous nature or petroleum product, 911 shall be called and the fire department and Superintendent notified. Directives from the Suffolk County Office of Emergency Management and the fire department shall be followed. Operation of the building shall be curtailed or cease, as appropriate. If directed to **Evacuate**, the appropriate procedure will be implemented. Staff, parents, and students and the New York State DEC hotline shall be notified. A remediation plan shall be developed with the fire department and the DEC. A professional agency will remediate and decontaminate the area. Normal activities will resume when safety assurances are provided by the DEC and other appropriate authorities.

## **POWER OUTAGE**

Upon discovery, the Director of Buildings and Grounds and the Superintendent shall be notified. The degree of the problem shall be evaluated and PSEGLI shall be notified. Operation of the building shall be curtailed or cease, as appropriate. Staff, parents, students, and the Technology Department shall be notified and remedial action commenced. Normal activities shall resume when electric power is restored.

## **RADIOLOGICAL INCIDENT**

Upon notification, directives of the Office of Suffolk County Emergency Management and the fire department shall be followed. If directed to **Shelter in Place**, outside air intake valves shall be closed and outdoor activities curtailed. If directed to **Evacuate**, the appropriate procedure will be implemented. Normal activities will resume when safety assurances are provided by the appropriate authorities.

## COMMUNICATION

### **MEDIA NOTIFICATION**

The Superintendent and/or designee will assist the media. The Superintendent will share the District's communication plan to keep the media informed and coordinate with fire and police public information officers to provide accurate and consistent information.

The media is not allowed on school property without permission from District Office, and only in areas designated in building plans. Staff and students are not authorized to grant interviews.

### **PARENT NOTIFICATION AND RESPONSIBILITIES**

The ability to contact parents/guardians is a critical component of any emergency response plan. It is essential that an accurate, current emergency telephone contact chain be in place in each building. Copies of the emergency telephone contact chain will be kept in the Main Offices of the school buildings and in District Office. The automated *ParentSquare* program shall be used whenever possible and appropriate to disseminate information.

In the event of an emergency, it is expected that parents will:

- a. Cooperate with and support school personnel and emergency service workers.
- b. Remember that school is one of the safest places where students may be located during most crises or natural disasters.
- c. Recognize that students will be kept at school until the police department determines that the crisis is over. If students are evacuated to another location, parents will be alerted via *ParentSquare*, media release, and web posting.
- d. Stay clear of the school building and premises so that school personnel may do their jobs unfettered by outside distractions.
- e. Refrain from calling the building or district for information, as this distracts staff from doing their primary job: ensuring the safety of students and may unnecessarily jam phone lines.

## DIRECTORY

### DISTRICT-WIDE SCHOOL SAFETY TEAM

James Bosse	Director of Buildings & Grounds	631-930-1503
Dr. Paul Romanelli	Superintendent of Schools	631-930-1560
Patricia Denninger	Administrative Assistant, District Office	631-930-1561
Jeanne Dowling	Director of Special Education	631-930-1545
Elisa Pellati	Assistant Superintendent for Business	631-930-1530
Timothy Horan	Director of Athletics, Physical Education, Health & Recreation	631-930-1540
Don Lettieri	Lead Guard, West Islip High School	631-504-5905
Sean McAleavey	Director of School Safety	631-893-3347
Dawn Morrison	Asst. Superintendent for Curriculum & Instruction	631-930-1559
Desmond Poyser	Director of Technology	631-930-1580
Brian Taylor	Executive Director for Human Resources	631-930-1564
Elisa Pellati	Transportation Department	631-893-3940

### CHIEF EMERGENCY OFFICER

Dr. Paul Romanelli	Superintendent of Schools	<a href="mailto:p.romanelli@wi.k12.ny.us">p.romanelli@wi.k12.ny.us</a>	631-930-1560
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### BUILDING SAFETY COORDINATORS

John Mullins	Principal, Bayview ES	<a href="mailto:j.mullins@wi.k12.ny.us">j.mullins@wi.k12.ny.us</a>	631-504-5603
Andrew O'Farrell	Principal, Beach Street MS	<a href="mailto:a.ofarrell@wi.k12.ny.us">a.ofarrell@wi.k12.ny.us</a>	631-930-1604
Vanessa Williams	Principal, Manetuck ES	<a href="mailto:v.williams@wi.k12.ny.us">v.williams@wi.k12.ny.us</a>	631-504-5644
Jack Maniscalco	Principal, Oquenock ES	<a href="mailto:j.maniscalco@wi.k12.ny.us">j.maniscalco@wi.k12.ny.us</a>	631-504-5663
Rhonda Pratt	Principal, Paul J. Bellew ES	<a href="mailto:r.pratt@wi.k12.ny.us">r.pratt@wi.k12.ny.us</a>	631-504-5684
Dr. Daniel Marquardt	Principal, Udall Road MS	<a href="mailto:d.marquardt@wi.k12.ny.us">d.marquardt@wi.k12.ny.us</a>	631-930-1655
Dr. Anthony Bridgeman	Principal, West Islip HS	<a href="mailto:a.bridgeman@wi.k12.ny.us">a.bridgeman@wi.k12.ny.us</a>	631-504-5815

### ESSENTIAL EMPLOYEES

Title	Justification	Work Shift	Protocol
Superintendent's Cabinet	Overall district supervision	Regular school day	Private office
Principals	Overall building supervision	Regular school day	Private office
District Office staff	Necessary work (informational and instructional technology, payroll, food service, facility use, transportation, etc.)	Regular school day	Staggered shifts as necessary
Building clericals	Assist building principals Greet visitors	Regular school day	Staggered shifts Private work area with barrier
Building & Grounds staff: custodians, maintenance, grounds	Work cannot be completed remotely	Regular school day	Staggered shifts Individual work assignments
Nurses	Parent/staff oversight and communication	Regular school day	Private office

## OUTSIDE AGENCIES – SUFFOLK COUNTY

County Fire Rescue/Emergency Services	Commissioner's Office	631-852-4850
	<i>nights, weekends, holidays</i>	631-852-4815
	Emergency Preparedness	631-852-4900
Department of Public Works	General Information	931-852-4000
	Main Office	631-852-4010
	<i>nights, weekends, holidays</i>	631-852-4256
Division of Mental Hygiene	Community Response Team	631-853-3109
Environmental Health Services	Administration	631-853-3081
	<i>nights, weekends, holidays</i>	631-853-5555
Health Services	Information & referrals	631-853-3000
	<i>nights, weekends, holidays</i>	631-853-5555
	Poison Control	1-800-222-1222
Police Department – 3rd Precinct		631-854-8300
Public Health Department	Administration	631-853-3055
	<i>nights, weekends, holidays</i>	631-853-3074
Good Samaritan Hospital		631-376-3000
South Shore University Hospital		631-968-3000
Stony Brook University Hospital	Psychiatric	631-444-4000

## OUTSIDE AGENCIES – NEW YORK STATE

Department of Environmental Conservation	Regional Office	631-444-0320
	Emergency Spill Hotline	1-800-457-7362
Health Department	Environmental Health	1-800-458-1158
Labor Department	Safety & Health Regional Office	516-485-4409
	Emergency Management Office	518-457-2222

## OUTSIDE AGENCIES – FEDERAL

Department of Energy	Radiological assistance	631-282-2200
FEMA	24-hour Hotline	202-898-6100
	On-site coordination	212-225-7209
Occupational Safety & Health (OSHA)		516-334-3344
	24-hour Hotline	1-800-321-6742

# CHANGE ORDER

AIA DOCUMENT G701

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

SED No. 58-05-09-03-0-005-024

Project Manager, Sigrid Coons

PROJECT: West Islip UFSD  
 (name, address) Phase 4b Bond Work at  
 Paul J. Bellew Elementary School

CHANGE ORDER NUMBER: 1

DATE: August 2, 2022

TO CONTRACTOR: Palace Electrical Contractors, Inc.  
 (name, address) 3558 Park Avenue  
 Wantagh, NY 11793

ARCHITECT'S PROJECT NO.: 17-371g

CONTRACT DATE: January 10, 2020

CONTRACT FOR: D-W Improvements (EC-1)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

- Owner Request. Credit balance of remaining Lump Sum Allowance. Deduct. ....  
 ..... (\$1,616.85)  
**Total Deduct Cost ..... (\$1,616.85)**

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

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was ..... \$ 15,000.00  
 Net change by previously authorized Change Orders ..... \$ 0.00  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was ..... \$ 15,000.00  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)  
 (~~unchanged~~) by this Change Order in the amount of ..... \$ (1,616.85)  
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be ..... \$ 13,383.15  
 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.

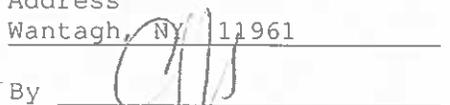
**BBS** ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC

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

Palace Elect. Contractors, Inc.  
 CONTRACTOR  
 3559 Park Avenue  
 Address  
 Wantagh, NY 11961

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

By   
 Frederick Seeba, PE, LEED AP

By 

By 

Date 8-2-22  
 (631) 475-0349

Date 8/15/2022  
 516-781-3500

Date 9/4/22  
 631-893-3200

# CHANGE ORDER

AIA DOCUMENT G701

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

SED No. 58-05-09-03-0-003-021

Project Manager, Sigrid Coons

PROJECT: West Islip UFSD  
 (name, address) Phase 4b Bond Work at  
 Manetuck Elementary School

CHANGE ORDER NUMBER: 1

DATE: August 2, 2022

TO CONTRACTOR: Palace Electrical Contractors, Inc.  
 (name, address) 3558 Park Avenue  
 Wantagh, NY 11793

ARCHITECT'S PROJECT NO.: 17-371e

CONTRACT DATE: January 10, 2020

CONTRACT FOR: D-W Improvements (EC-1)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

- Owner Request. Credit balance of remaining Lump Sum Allowance. Deduct. ....  
 ..... (\$1,616.85)  
**Total Deduct Cost ..... (\$1,616.85)**

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

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was ..... \$ 13,000.00  
 Net change by previously authorized Change Orders ..... \$ 0.00  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was ..... \$ 13,000.00  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)  
 (~~unchanged~~) by this Change Order in the amount of ..... \$ (1,616.85)  
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be ..... \$ 11,383.15  
 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.

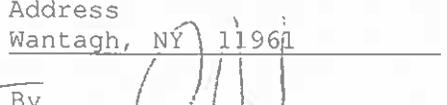
**BBS** ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC

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

Palace Elect. Contractors, Inc.  
 CONTRACTOR  
 3559 Park Avenue  
 Address  
 Wantagh, NY 11961

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

By   
 Frederick Seeba, PE, LEED AP

By 

By 

Date 8-2-22  
 (631) 475-0349

Date 8/15/2022  
 516-781-3500

Date 9/6/22  
 631-893-3200

# CHANGE ORDER

AIA DOCUMENT G701

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

SED No. 58-05-09-03-0-012-021

Project Manager, Sigrid Coons

PROJECT: West Islip UFSD  
 (name, address) Phase 4b Bond Work at  
 Oquenock Elementary School

CHANGE ORDER NUMBER: 1

DATE: August 2, 2022

TO CONTRACTOR: Palace Electrical Contractors, Inc.  
 (name, address) 3558 Park Avenue  
 Wantagh, NY 11793

ARCHITECT'S PROJECT NO.: 17-371f

CONTRACT DATE: January 10, 2020

CONTRACT FOR: D-W Improvements (EC-1)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

- Owner Request. Credit balance of remaining Lump Sum Allowance. Deduct. ....  
 ..... (\$1,616.85)
- Total Deduct Cost ..... (\$1,616.85)**

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

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was ..... \$ 15,000.00  
 Net change by previously authorized Change Orders ..... \$ 0.00  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was ..... \$ 15,000.00  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)  
 (~~unchanged~~) by this Change Order in the amount of ..... \$ (1,616.85)  
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be ..... \$ 13,383.15  
 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.

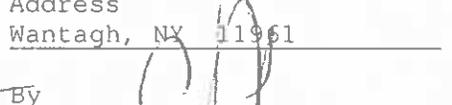
**BBS** ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC

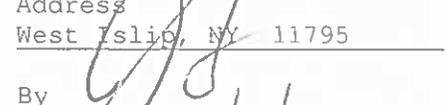
Burton Behrendt & Smith, PC  
 ARCHITECT  
 244 E. Main Street  
 Address  
 Patchogue, NY 11772

Palace Elect. Contractors, Inc.  
 CONTRACTOR  
 3559 Park Avenue  
 Address  
 Wantagh, NY 11761

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

By  Frederick Seeba, PE, LEED AP

By 

By 

Date 8-2-22  
 (631) 475-0349

Date 8/15/2022  
 516-781-3500

Date 9/6/22  
 631-893-3200

# CHANGE ORDER

AIA DOCUMENT G701

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

SED No. 58-05-09-03-0-011-019

Project Manager, Sigrid Coons

PROJECT: West Islip UFSD  
 (name, address) Phase 4b Bond Work at  
 Bayview Elementary School

CHANGE ORDER NUMBER: 1

DATE: August 2, 2022

TO CONTRACTOR: Palace Electrical Contractors, Inc.  
 (name, address) 3558 Park Avenue  
 Wantagh, NY 11793

ARCHITECT'S PROJECT NO.: 17-371d

CONTRACT DATE: January 10, 2020

CONTRACT FOR: D-W Improvements (EC-1)

The Contract is changed as follows:

Provide all labor, materials and equipment for the following:

- Owner Request. Credit balance of remaining Lump Sum Allowance. Deduct. ....  
 ..... (\$1,061.86)
- Total Deduct Cost ..... (\$1,061.86)**

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

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was ..... \$ 86,000.00  
 Net change by previously authorized Change Orders ..... \$ 0.00  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was ..... \$ 86,000.00  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will (~~increased~~) (~~decreased~~)  
 (~~unchanged~~) by this Change Order in the amount of ..... \$ (1,061.86)  
 The new (Contract Sum) (~~Guaranteed Maximum~~) including this Change Order will be .... \$ 84,938.14  
 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.

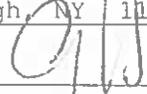
**BBS** ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC

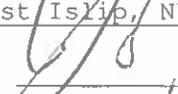
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Palace Elect. Contractors, Inc.  
 CONTRACTOR  
 3559 Park Avenue  
 Address  
 Wantagh, NY 11961

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

By   
 Frederick Seeba, PE, LEED AP

By 

By 

Date 8-2-22  
 (631) 475-0349

Date 8/15/2022  
 516-781-3500

Date 9/6/22  
 631-893-3200

**2022 - 2023**  
**SPECIAL EDUCATION SERVICES CONTRACT**  
**BETWEEN BAY SHORE UFSD AND WEST ISLIP UFSD**

AGENDA ITEM VII.  
APPROVAL C.  
SM 9/20/2022

This agreement is entered into this 10<sup>th</sup> day of August, 2022 by and between the Board of Education of the **Bay Shore UFSD**, (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at **75 West Perkal Street, Bay Shore, NY 11706** and the Board of Education of the **West Islip Union Free School District**, (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at **100 Sherman Avenue, West Islip, NY 11795**.

WITNESSETH

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

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

**NOW, THEREFORE**, the parties mutually agree as follows:

- A. **TERM:** The term of this agreement shall be from July 1, 2022 through June 30, 2023 inclusive, unless terminated earlier as provided for in this agreement.
- B. **SERVICES AND RESPONSIBILITIES:**
1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A", incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".
    - a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.
  2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.
- C. **COMPENSATION:**
1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulations may define the maximum costs that may be charged hereunder.

The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for services provided the students listed in Schedule "A" pursuant to this Agreement and the IESP attached as Schedule "B" in accordance with Education Law Section 3602-c and the Regulations or Rules of the Commission of Education.

2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested and a breakdown of the total amount due for the period specified.
3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

D. **TERMINATION:**

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

E. **MISCELLANEOUS:**

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

To DISTRICT OF LOCATION:           **Bay Shore UFSD  
75 W. Perkal Street  
Bay Shore, NY 11706**

To DISTRICT OF RESIDENCE:       **West Islip UFSD  
100 Sherman Avenue  
West Islip, NY 11795**

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
6. This Agreement, along with the attached Schedules "A" and "B", is the complete and exclusive state of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.
9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF LOCATION:  
**Bay Shore Union Free School District**

DISTRICT OF RESIDENCE:  
**West Islip Union Free School District**

By:   
President of Board of Education

\_\_\_\_\_  
By:  
President Board of Education

Date: 8/10/22

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

## AGREEMENT

This Agreement is entered into this 1<sup>ST</sup>. day of July, 2022 by and between West Islip Union Free SCHOOL DISTRICT (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 100 Sherman Ave. West Islip, NY 11795 and Herricks Union Free SCHOOL DISTRICT (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 999 B Herricks road, New Hyde Park, NY 11040.

### WITNESSETH:

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

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

NOW, THEREFORE, the parties mutually agree as follows:

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

B. SERVICES AND RESPONSIBILITIES:

1. DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP. If an IEP for any of the students covered by this Agreement was developed by DISTRICT OF RESIDENCE, and DISTRICT OF RESIDENCE obtains written parental consent, DISTRICT OF RESIDENCE shall forward the IEP to the Committee on Special Education of DISTRICT OF LOCATION. DISTRICT OF LOCATION shall provide the services recommended in such IEP, unless and until the IEP is amended by DISTRICT OF LOCATION's own Committee on Special Education.
  - a. A student(s) may be added or deleted from the attached Schedule "A" at any time. In such event, the payment amount owed by DISTRICT OF RESIDENCE shall be adjusted accordingly.
2. The services provided by DISTRICT OF LOCATION to students under this Agreement shall be in accordance with each student's IESP, as it may be modified from time to time.
3. DISTRICT OF LOCATION 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.

4. Both parties to this Agreement shall comply with the provisions of the New York State 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. If requested, each District shall provide the other with the proof of clearance for employment from the New York State Education Department.
5. DISTRICT OF LOCATION represents its services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. DISTRICT OF LOCATION 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.
6. Upon execution of this Agreement, DISTRICT OF LOCATION 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 DISTRICT OF LOCATION providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, DISTRICT OF LOCATION shall immediately notify DISTRICT OF RESIDENCE in accordance with the requirements for all notices pursuant to this Agreement as set forth below.
7. DISTRICT OF LOCATION shall obtain whatever releases, prescriptions, or other legal documents that are necessary for DISTRICT OF LOCATION to provide services pursuant to this Agreement and to render full reports concerning the education and progress of the student(s).
8. DISTRICT OF LOCATION agrees to furnish to the State all reports, audits, etc. required to make determination as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such material shall be furnished at such times as are required by the State. DISTRICT OF LOCATION agrees to provide the State access to all relevant records which the State requires to determine either DISTRICT OF LOCATION's or DISTRICT OF RESIDENCE's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of this Agreement or the performance of obligations under this Agreement. DISTRICT OF LOCATION agrees to retain all materials and records relevant to the execution or performance of this Agreement in accordance with the provision or section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.
9. DISTRICT OF LOCATION agrees to furnish written reports of each pupil's educational progress to DISTRICT OF RESIDENCE. DISTRICT OF LOCATION will render such reports to DISTRICT OF RESIDENCE at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by DISTRICT OF RESIDENCE. At a minimum, all reports shall be furnished at the end of each semester, i.e. January 31st and June 30th. Any and all reports shall be furnished upon termination of this

Agreement. DISTRICT OF LOCATION shall provide such additional information concerning the pupil's progress as may be required by DISTRICT OF RESIDENCE.

10. DISTRICT OF LOCATION 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. DISTRICT OF RESIDENCE shall have the right to examine any or all records or accounts maintained and/or created by DISTRICT OF LOCATION in connection with this Agreement, and upon request shall be entitled to copies of same.
11. Upon reasonable prior written notice, DISTRICT OF LOCATION shall be subject to visitation by DISTRICT OF RESIDENCE and/or its designated representatives during the normal business hours of DISTRICT OF LOCATION.
12. DISTRICT OF LOCATION shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
13. DISTRICT OF LOCATION shall maintain monthly attendance records which shall be submitted to DISTRICT OF RESIDENCE at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
14. DISTRICT OF RESIDENCE shall request and do its best to obtain written consent from parents or guardians of each student covered by this Agreement to the release of personally identifiable information concerning the child from DISTRICT OF RESIDENCE to DISTRICT OF LOCATION.
15. 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, DISTRICT OF LOCATION shall promptly give written notice of same to DISTRICT OF RESIDENCE.
16. DISTRICT OF LOCATION agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.
17. DISTRICT OF RESIDENCE shall be responsible for providing all students listed in Schedule A of the Agreement with transportation to and from school.
18. DISTRICT OF LOCATION will provide transportation from the nonpublic school to a school in DISTRICT OF LOCATION and from DISTRICT OF LOCATION to the student's home if the special education services are provided after the nonpublic school day.

C. COMPENSATION:

1. DISTRICT OF LOCATION shall be entitled to recover from DISTRICT OF RESIDENCE 100% of the actual cost of services that may be charged for each student receiving services pursuant to this Agreement in accordance with the Education Law and the Regulations of the Commissioner of Education, hereinafter referred to as the "Actual Cost of Services."

"Actual Cost of Services" shall mean costs of services, costs of evaluation, and costs of committee on special education administration. However, the Actual Cost of Services shall not exceed the actual cost to DISTRICT OF LOCATION of providing such services, after deducting any costs paid with federal or state funds.

DISTRICT OF LOCATION may only recover the Actual Cost of Services directly from DISTRICT OF RESIDENCE if DISTRICT OF RESIDENCE has obtained parental written consent to the release of personally identifiable information concerning the child to DISTRICT OF LOCATION. If parental consent to release of such information is not obtained, DISTRICT OF LOCATION shall submit a claim for the costs of said services to the Commissioner of Education.

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

DISTRICT OF LOCATION shall utilize its best efforts to accurately calculate the Actual Cost of Services, and such calculations will be consistent with the maximum costs that may be authorized by the Education Law and the Regulations of the Commissioner of Education to be charged.

2. Requests for payment by DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. DISTRICT OF RESIDENCE shall pay DISTRICT OF LOCATION within thirty (30) days of receipt of each invoice by DISTRICT OF RESIDENCE, except as set forth in paragraph C(1) of this Agreement.

D. CONFIDENTIALITY:

1. DISTRICT OF LOCATION, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF LOCATION, its 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. DISTRICT OF LOCATION further agrees that any information received

by DISTRICT OF LOCATION, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF RESIDENCE, its employees, agents, clients, and/or students will be treated by DISTRICT OF LOCATION, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

2. DISTRICT OF RESIDENCE, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF RESIDENCE, its 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. DISTRICT OF RESIDENCE further agrees that any information received by DISTRICT OF RESIDENCE, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of DISTRICT OF LOCATION, its employees, agents, clients, and/or students will be treated by DISTRICT OF RESIDENCE, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
3. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
4. 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") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

E. REPRESENTATIONS:

1. All employees of DISTRICT OF LOCATION shall be deemed employees of DISTRICT OF LOCATION for all purposes and DISTRICT OF LOCATION alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF LOCATION acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF RESIDENCE. DISTRICT OF LOCATION shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, DISTRICT OF LOCATION will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. DISTRICT OF RESIDENCE, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal

Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

2. All employees of DISTRICT OF RESIDENCE shall be deemed employees of DISTRICT OF RESIDENCE for all purposes and DISTRICT OF RESIDENCE alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF RESIDENCE acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF LOCATION. DISTRICT OF RESIDENCE shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, DISTRICT OF RESIDENCE will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. DISTRICT OF LOCATION, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
3. Neither DISTRICT OF LOCATION nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

G. INSURANCE:

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, DISTRICT OF LOCATION hereby agrees to effectuate the naming of DISTRICT OF RESIDENCE as an additional insured on DISTRICT OF LOCATION's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
2. The policy naming DISTRICT OF RESIDENCE as an additional insured shall:
  - a. be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State.
  - b. state that DISTRICT OF LOCATION's coverage shall be primary and non-contributory coverage for DISTRICT OF RESIDENCE, its Board, employees and volunteers.
3. DISTRICT OF RESIDENCE shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with DISTRICT OF RESIDENCE. A completed copy of the endorsement must be attached to the certificate of insurance.
4. The certificate of insurance must describe the specific services provided by DISTRICT OF LOCATION that are covered by the liability policies.

5. At DISTRICT OF RESIDENCE's request, DISTRICT OF LOCATION shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, DISTRICT OF LOCATION will provide a copy of the policy endorsements and forms.
6. DISTRICT OF LOCATION agrees to indemnify DISTRICT OF RESIDENCE for any applicable deductibles and self-insured retentions.
7. Required Insurance:
  - a. **Commercial General Liability Insurance:**  
\$1,000,000 per occurrence/\$2,000,000 aggregate with coverage for sexual misconduct.
  - b. **Automobile Liability:**  
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
  - c. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:**  
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits/N.Y.S. Paid Family Leave Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.  
  
A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.
  - d. **Professional Errors and Omissions Insurance:**  
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of DISTRICT OF LOCATION performed under the contract for DISTRICT OF RESIDENCE. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
  - e. **Umbrella/Excess Insurance:**  
\$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.
8. DISTRICT OF LOCATION acknowledges that failure to obtain such insurance on behalf of DISTRICT OF RESIDENCE constitutes a material breach of contract. DISTRICT OF LOCATION is to provide DISTRICT OF RESIDENCE with a certificate

of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of DISTRICT OF RESIDENCE to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by DISTRICT OF RESIDENCE.

9. DISTRICT OF RESIDENCE is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). DISTRICT OF LOCATION further acknowledges that the procurement of such insurance as required herein is intended to benefit not only DISTRICT OF RESIDENCE but also NYSIR, as DISTRICT OF RESIDENCE's insurer.

#### H. MISCELLANEOUS

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:  
To DISTRICT OF RESIDENCE:  
West Islip UFSD  
100 Sherman Ave., West Islip, NY 11795  
To DISTRICT OF LOCATION:  
Herricks UFSD  
999 B Herricks Road, New Hyde Park, NY 11040
2. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and super cedes 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.
3. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
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 shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Suffolk, State of New York, or federal court in Federal District Court for the

Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of and proceeding in any such court.

8. No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.
9. Neither party will discriminate against any individual because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

I. AUTHORIZATION TO ENTER INTO AGREEMENT

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

\_\_\_\_\_  
SCHOOL DISTRICT

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

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

\_\_\_\_\_  
SCHOOL DISTRICT

By: Kerry R. Zanetti

Date: 9/8/22

Be it resolved, that the Board of Education of the West Islip Union Free School District hereby authorizes funding for the fiscal year ended June 30, 2022 from Unassigned Fund Balance as follows;

To the Reserve for Employee Benefit Accrued Liability – an amount not to exceed \$600,000

To the Capital Reserve II – an amount not to exceed \$2,000,000

Be it resolved, that the Board of Education of the West Islip Union Free School District adopts the 2021-2022 Reserve Plan.