

AGENDA



BOARD OF EDUCATION

September 9, 2021

Beach Street Middle School
17 Beach Street


Submitted by:
Bernadette M. Burns
Superintendent of Schools

In accordance with the Commissioner's Determination and pursuant to 10 NYCRR 2.60, all in attendance must wear a mask.

A G E N D A
REGULAR MEETING OF THE BOARD OF EDUCATION
September 9, 2021

Beach Street Middle School

West Islip, New York

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- I. **CALL TO ORDER**
 - II. **QUORUM COUNT**
 - III. **ANNOUNCEMENTS**
 - IV. **DISCUSSION**
 - A) 2021-2022 District Emergency Response Plan
 - V. **INVITATION TO PUBLIC** - *The public is invited to speak on any agenda item. Community members will be recognized from the signature cards {name and address required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.*
 - VI. **APPROVAL OF MINUTES:** A motion is needed to approve the minutes of the August 24, 2021 Planning Session.
 - VII. **PERSONNEL**
 - VIII. **CURRICULUM UPDATE**
 - IX. **REPORT OF BOARD COMMITTEES**
 - A) Education Committee {8/31/2021}
 - B) Finance Committee {8/31/2021}
 - C) Buildings & Grounds Committee {8/31/2021}
 - D) Special Education Committee {9/9/2021}
 - X. **BUSINESS ITEMS**
 - A) Approval of Budget Transfers
 - B) Approval of Contracts/Agreements
 1. East Moriches UFSD Special Education Contract 7/1/2021 – 8/31/2021
 2. East Moriches UFSD Special Education Contract 9/1/2021 -6/30/2022
 3. Fontanetta Neuropsychology Consultant Services Contract 7/1/2021 – 6/30/2022
 4. Herricks UFSD Agreement 7/1/2019 – 6/30/2022
 - XI. **PRESIDENT'S REPORT**
 - A) Approval of 2021-2022 District Emergency Response Plan
 - B) Approval of revised 2021-2022 Resolution for the Certification of Lead Evaluators
 - C) Approval of ASK US Lease Amendment
 - D) Approval of WITA Memorandum of Agreement re: attendance recording
 - E) Approval of WITA Nurses' Chapter Memorandum of Agreement re: attendance recording
 - F) Approval of WITA Teaching Assistants' Chapter Memorandum of Agreement re: attendance recording
 - G) Approval of Teamsters Local 237 Operations Memorandum of Agreement re: vacation carryover
 - XII. **SUPERINTENDENT'S REPORT**
 - XIII. **NOTICES/REMINDERS**
 - XIV. **OTHER ITEMS FOR BOARD MEMBERS INFORMATION**

In accordance with the Commissioner's Determination and pursuant to 10 NYCRR 2.60, all in attendance must wear a mask.

- XV. **INVITATION TO PUBLIC** – *The public, at this time, is invited to bring before the Board any questions/concerns. Community members will be recognized from the signature cards {name and address required}. This will be limited to 20 minutes in total and will continue only as long as it is conducted in an orderly fashion. Each person or representative of a group will be limited to three minutes.*
- XVI. **EXECUTIVE SESSION** – *After a ten-minute break, the Board of Education will adjourn to discuss personnel, negotiations, and litigation. At the conclusion of Executive Session, the Board will reconvene to public session to consider any items for which a vote is required.*
- XVII. **CLOSING** - Adjournment

**PLANNING SESSION
MEETING OF THE BOARD OF EDUCATION
August 24, 2021 – West Islip High School**

AGENDA ITEM VI.
MINUTES
RM 9/9/2021

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

ABSENT: Mr. Antonello

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

ABSENT: None

ATTORNEY: None

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

APPROVAL OF MINUTES

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve the minutes of the August 12, 2021 Regular Board Meeting.

PERSONNEL

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve ADMINISTRATIVE: PROBATIONARY APPOINTMENT: Amanda Harvey, Assistant Principal, effective August 25, 2021 to August 24, 2025 (Beach Street; \$130,000; replacing Kristin Kelly).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve ADMINISTRATIVE: PROBATIONARY APPOINTMENT: David Rubano, Assistant Principal, effective September 27, 2021 to September 26, 2025 (High School; \$130,000; replacing Craig Gielarowski).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: RESIGNATION: Amanda Harvey, Elementary, effective August 25, 2021 (Paul J. Bellew).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: RESIGNATION: Allison Murray, Psychologist, effective September 11, 2021 (High School).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: LEAVE OF ABSENCE (unpaid): (Pursuant to the Family Medical Leave Act of 1993-12 week continuous medical coverage): Nicole Perperis, Health, effective August 31, 2021 through November 22, 2021 (High School).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: LEAVE OF ABSENCE (unpaid): Marissa Villani, Special Education, effective October 1, 2021 through January 2, 2022 (Beach Street).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve TEACHING: PROBATIONARY APPOINTMENT (AMENDED): Jaimee Connors, Elementary, effective August 31, 2021 to August 30, 2025 (PJB; change in Step to 2PK⁴).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Lori Ann Butler, Security Aide, effective August 17, 2021 (High School).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Suzanne DeLange, Cafeteria Aide, effective August 19, 2021 (High School).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Jennifer Dolan, Permanent Building Substitute Teacher, effective August 24, 2021 (Oquenock).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: RESIGNATION: Theresa Macario, Cafeteria Aide, effective August 21, 2021 (High School).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: Kerri Culkin, Health Office Aide, effective August 31, 2021 (High School; Step 3; replacing L. Arabito {resigned}); change from Special Education Aide).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: CHANGE IN TITLE: Kyle Daidone, Maintenance Mechanic IV, effective August 25, 2021 (Maintenance; Step 3; replacing J. Lorey {resigned}).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: *Devyn Antolini, Special Education Aide, effective August 31, 2021 (Paul J. Bellew; Step 1; new position).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Alena Berenblatt, Contingent Office Assistant, effective August 26, 2021 (High School; Step 1; replacing S. Camilleri {Senior Office Assistant}).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Joshua Fernandez, Custodial Worker I, effective August 25, 2021 (Kirdahy; Step 1; replacing J. Rizzotto {resigned}).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Linda Hughes, Cafeteria Aide, effective August 31, 2021 (Paul J. Bellew; Step 2; replacing T. Macario {resigned}).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: PROBATIONARY APPOINTMENT: Carly Morgan, Special Education Aide, effective August 31, 2021 (Manetuck; Step 1; new position).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve CIVIL SERVICE: SUBSTITUTE GUARD: Angelo Donarumma, effective August 25, 2021 (\$22.80/hr.); David Pralgo, effective August 25, 2021 (\$22.80/hr.).

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: ALTERNATIVE SCHOOL 2021-2022: Daniel Marquardt, Co-Coordinator; Paulina Zarokostas, Co-Coordinator.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve OTHER: SUBSTITUTE TEACHER (\$130 per diem): *Megan Rooney, effective August 31, 2021.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve final contract for Cooperative Educational Services 2020-2021.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Request for Proposal #452 Dishwashing/Cleaning Supplies.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve Commack UFSD Special Education Contract 2021-2022.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to approve School Reopening Plan for the 2021-2022 school year.

Motion was made by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor to adjourn to Executive Session at 7:59 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 8:45 p.m. on motion by Peter McCann, seconded by Tom Compitello and carried when all Board members present voted in favor.

Meeting adjourned at 8:45 p.m. on motion by Peter McCann, 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:

ADMINISTRATIVE

A-1 PROBATIONARY APPOINTMENT (AMENDED)

David Rubano, Assistant Principal
Effective August 31, 2021 to August 30, 2025
(High School; change in date from September 27, 2021 to September 26, 2025)

TEACHERS

T-1 PROBATIONARY APPOINTMENT

Kasey Connelly, Special Education
Effective August 31, 2021 to August 30, 2025
(Bayview; Step 1A+; replacing Bridget Reilly {resigned})

T-2 PROBATIONARY APPOINTMENT (AMENDED)

Anna Domingo, World Languages
Effective August 31, 2021 to August 30, 2024
(High School; change in date from August 31, 2021 to August 30, 2025)

T-3 REGULAR SUBSTITUTE

Monica Mangogna, World Languages
Effective September 13, 2021 through June 30, 2022
(Beach; Step 1A+; Replacing Elizabeth Daddi {LoA})

T-4 RETIREMENT

Thomas Larsen, Technology
Effective March 1, 2022
(19.5 years)

T-5 RESIGNATION

Nicholas Accovelli, World Languages
Effective August 31, 2021
(Beach)

TEACHING ASSISTANTS

TA-1 PROBATIONARY APPOINTMENT

Jennifer Dolan, Pre-K
Effective August 31, 2021 to August 30, 2025
(Oquenock; Step 5; new position)

Kimberly Creitz, Pre-K
Effective August 31, 2021 to August 30, 2025
(PJB; Step 5; new position)

TEACHING ASSISTANTS, continued

TA-1 PROBATIONARY APPOINTMENT, continued

Kierstin Ryder, Pre-K
Effective August 31, 2021 to August 30, 2025
(Bayview; Step 1; new position)

Kimberly Cooney, Pre-K
Effective August 31, 2021 to August 30, 2025
(PJB; Step 5; new position)

*Jordan Gauvain, Pre-K
Effective August 31, 2021 to August 30, 2025
(Manetuck; Step 1; new position)

Pamela Gaffney, Technology
Effective August 31, 2021 to August 30, 2025
(PJB; Step 5; replacing S. Romaka {retired})

TA-2 RESIGNATION

Megan Regan, Computer
Effective August 31, 2021
(Beach)

CIVIL SERVICE

CL-1 RESIGNATION

Tracey Allen, Part Time Food Service Worker
Effective September 4, 2021
(Beach Street)

Kimberly Creitz, Cafeteria Aide
Effective August 26, 2021
(Paul J Bellew)

Michele Jackala, Part Time Food Service Worker
Effective August 30, 2021
(High School)

Ken Jay, Network & Systems Technician
Effective September 25, 2021
(District Wide)

Kevin Kazda, Special Education Aide
Effective August 30, 2021
(Paul J. Bellew)

Linda Kennedy, Cafeteria Aide
Effective August 30, 2021
(Bayview)

**Conditional pending fingerprinting clearance*

CIVIL SERVICE, continued

CL-1

RESIGNATION, continued

Danielle Kilroy-Laino, Health Office Aide
Effective August 30, 2021
(Manetuck)

Natalie Lorey, Permanent Substitute Teacher
Effective August 31, 2021
(Bayview)

Lisa MacInness, Part Time Food Service Worker
Effective August 30, 2021
(Manetuck)

Karina McCormack, Special Education Aide
Effective August 30, 2021
(Beach Street)

Kierstin Ryder, Special Education Aide
Effective August 31, 2021
(Paul J. Bellew)

Jacqueline Weber, Special Education Aide
Effective August 31, 2021
(High School)

Richard Westcott, Biotechnology Aide
Effective August 30, 2021
(High School)

CL-2

PROBATIONARY APPOINTMENT

*Carolyn Barbarito, Senior Office Assistant
Effective September 13, 2021
(High School; Step 1; replacing T. Patti {retired})

Theresa Gabriele, Special Education Aide
Effective September 20, 2021
(Paul J. Bellew; Step 1; new position_)

Kiersten Girardi, Special Education Aide
Effective August 31, 2021
(Beach Street; Step 1; replacing K. McCormack {resigned})

*Jennifer Held, Special Education Aide
Effective September 10, 2021
(Paul J. Bellew; Step 1; new position)

Michele Hopkins, Special Education Aide
Effective September 1, 2021
(Paul J. Bellew; Step 1; replacing K. Kazda {resigned})

**Conditional pending fingerprinting clearance*

CIVIL SERVICE, continued

CL-2

PROBATIONARY APPOINTMENT, continued

Amy Ingrassia, Cafeteria Aide
Effective September 9, 2021
(High School; Step 1; replacing K. Librizzi {Security/Receptionist Aide})

Michele Jackala, Cafeteria Aide
Effective August 31, 2021
(Paul J. Bellew; Step 1; replacing A. Bello {Special Ed Aide})

Lisa Kziazek, Part Time Food Service Worker
Effective September 10, 2021
(Udall; \$15.13/hr: replacing L. MacInness {Special Education Aide})

Lisa MacInness, Special Education Aide
Effective August 31, 2021
(Oquenock; Step 1; replacing D. McKeon {Teacher Aide})

*Kristin Miller, Special Education Aide
Effective September 10, 2021
(Paul J. Bellew; Step 1; replacing K. Ryder {Teaching Assistant})

*Maureen Pike, Special Education Aide
Effective September 9, 2021
(Paul J. Bellew; Step 1; replacing J. Bosch {Teacher Aide})

Christie Rendino, Special Education Aide
Effective September 9, 2021
(Paul J. Bellew; Step 1; new position)

Nicole Young, Special Education Aide
Effective September 2, 2021
(Paul J. Bellew; Step 1; new position)

CL-3

CHANGE IN TITLE

Anne Marie Bello, Special Education Aide
Effective August 31, 2021
(Paul J. Bellew; Step 6; new position; change from Cafeteria Aide)

Kimberly Librizzi, Security/Receptionist Aide
Effective August 31, 2021
(High School; Step 3; replacing L. Butler {resigned}; change from Cafeteria Aide)

Diane McKeon, Teacher Aide
Effective August 31, 2021
(Oquenock; Step 8; new position; change from Special Education Aide)

Jennifer Pelletier, Special Education Aide
Effective August 31, 2021
(Oquenock; Step 3; replacing J. Schwartz {Teacher Aide}; change from Cafeteria Aide)

**Conditional pending fingerprinting clearance*

CIVIL SERVICE, continued

CL-3 **CHANGE IN TITLE, continued**

Annette Rossi, Teacher Aide
Effective August 31, 2021
(Manetuck; Step 8; new position; change from Special Education Aide)

Kristine White, Special Education Aide
Effective August 31, 2021
(Paul J. Bellew; Step 6; new position; change from Cafeteria Aide)

CL-4 **SUBSTITUTE FOOD SERVICE WORKER (\$15/hr)**

Tracey Allen, effective September 10, 2021

CL-5 **SUBSTITUTE MAINTENANCE MECHANIC II (\$30/hr)**

*Vincent Baltrusitis, effective September 10, 2021

CL-6 **SUBSTITUTE PARAPROFESSIONAL (\$15/hr)**

Linda Kennedy, effective August 31, 2021

OTHER

ALTERNATIVE SCHOOL INSTRUCTORS 2021-2022

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
Linda Gifford, English	1 section/full year
Anthony Yuli, Health	1 section/full year
Christina Bivona, Math	1 section/full year
Lawrence Sciarrino, 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
Ashley Smar, Science	1 section/full year
Aron Chizik, Social Studies	1 section/full year
Michael Hazelton, Social Studies	1 section/full year
Eric Rao, Social Studies	1 section/full year
Dennis Montalto, Special Education	1 section/full year

AUDITORIUM TECHNICIANS 2020-2021

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

**Conditional pending fingerprinting clearance*

OTHER, continued

CONCERT HALL MANAGERS 2021-2022

James Kraus, High School
Arthur Machowicz, Beach Street Middle School
Michael Taranto, Udall Road Middle School

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Paige Gillespie, effective August 31, 2021 through June 24, 2022
Holly Gozinsky, effective August 31, 2021 through June 24, 2022

ADULT EDUCATION FALL 2021

Alexandra Bergin (Zumba) \$35/hr
Lenny Butler (Community CPR) \$30/hr
Jake Caramico (How Money Works) no cost to West Islip
Drake Castonguay (Lifeguard) \$20/hr
Kim Crichton (Yoga, Stretch, Body Sculpt) \$35/hr
James Grover (Basketball) \$35/hr
Matthew Haszinger (Volleyball) \$35/hr
Phyllis Hintze (Ballroom Dancing) \$30/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
Nizza Tasaayco (Volleyball) \$35/hr
Richard Tesoro (About Boat Safety) no cost to West Islip
Robert Watts (Introduction to Guitar/Piano) \$30/hr

SUBSTITUTE TEACHER (\$130 per diem)

Joseph Becker, effective September 10, 2021
Kristen Bergin, effective September 10, 2021
Caroline Blair, effective September 10, 2021
Sarah Campbell, effective August 31, 2021
Daniella Castellanos, effective August 31, 2021
Erin Gorey-Gonzales, effective September 10, 2021
Kristin Kelly, effective September 10, 2021
Sean Kelly, effective September 10, 2021
Jordan Rucks, effective September 10, 2021, *student teacher*
Marissa Scudlo, effective September 10, 2021
Kate Snyder, effective September 10, 2021
Kaitlyn Spence, effective September 10, 2021

FALL 2021 MIDDLE SCHOOL COACHES

BOYS SOCCER

Sean Kelly, 7-8 Beach Coach

FIELD HOCKEY (AMENDED)

Annelise Muscietta, 7-8 Beach Coach
(replacing Daniel Sliwowski; approved at BOE meeting June 10, 2021)

OTHER, continued

INSTRUCTIONAL SWIM & FAMILY SWIM PROGRAMS 2021-2022

Supervisor \$50 per hour

Colleen Reilly
Jeremy Robertson
John T. Denninger
Megan LaRocca
Tanya Carbone
Thomas Loudon
Edward Jablonski
Thomas Bruder
John (Jack) Luquer

Lifeguard \$15 per hour

Angelina Amatulli-Griffith
Andrew Bishop
Ryan Carlson
Joe Cusumano
Braedon Dedcovich
Alyssa DiPietro
Justin Dumond
Collin Ferraro
Alex Gagliardi
Madison Horan
Jacquelyn McDonough
Gabby Nicolosi
Gianna Pilittieri
Joseph Vitellaro
Tobias Wefering

INSTRUCTIONAL SERVICES CONTRACT-SUMMER CONTRACT

This Agreement is entered into this 1st day of July 1, 2021 by and between the Board of Education of the West Islip Union Free School District (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at Michael & Christine Freyer Building, 100 Sherman Avenue, West Islip, New York, 11795, and the East Moriches Union Free School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 9 Adelaide Avenue, East Moriches, New York 11940.

W I T N E S S E T H

WHEREAS the SENDING DISTRICT is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students; and

WHEREAS, the RECEIVING DISTRICT is a public school district within the State of New York authorized to provide educational services to students;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

1. The term of this Agreement shall be from July 1, 2021 through August 31, 2021, inclusive, unless terminated early as provided for in this Agreement. It is understood that neither party is under any obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

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

1. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

C. SERVICES AND RESPONSIBILITIES:

1. The RECEIVING DISTRICT shall provide to the students listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, instruction services and Special Education and Related Services as set forth in each student's Individual Education Plan (IEP), with the exception that the Related Services required in each student's IEP, if any, will be provided by Complete Rehab pursuant to a separate contract to be entered into between Complete Rehab and the SENDING DISTRICT.

- a. The SENDING DISTRICT shall give written notice to the RECEIVING DISTRICT if the student(s) is to be deleted from the Confidential Schedule A. Such notice shall be given thirty (30) days in advance or as soon as the SENDING DISTRICT becomes aware of the student terminating attendance in the RECEIVING DISTRICT'S program. In the event that a student is deleted during the term of this Agreement, the payment amount owed by the SENDING DISTRICT shall be adjusted accordingly.
2. The services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with State curriculum and standards.
3. The RECEIVING DISTRICT agrees to submit to the SENDING DISTRICT, upon request, progress of the services rendered.
4. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement.
5. The RECEIVING DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
6. The RECEIVING DISTRICT shall make qualified personnel available to participate in meetings via telephone of the SENDING DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.
7. The RECEIVING DISTRICT shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act including background checks and fingerprinting of all staff directly providing services to students. If requested, the RECEIVING DISTRICT shall provide the SENDING DISTRICT with the proof of clearance for employment from the New York State Education Department.
8. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to tender full reports concerning the education and progress of the students to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of the students covered by the terms of this Agreement.
9. Upon reasonable prior written notice, the RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.

10. In the event that the parent or person in parental relation to the students receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.
11. The SENDING DISTRICT shall promptly notify the RECEIVING DISTRICT of any modifications of the student's IEP.

D. REPRESENTATIONS:

1. The RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence. Upon the execution of this Agreement, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to the students under this Agreement.
2. In the event that the required license/certification of any agent or employee of the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

E. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for the students receiving services in the amount of the Actual Cost per student based on the services provided by the RECEIVING DISTRICT under the student's current IEP, please see attachment (which is currently estimated at \$6367.00, but is subject to revision in accordance with the services actually rendered). The cost of the Related Services provided by Complete Rehab, including but not limited to OT and PT, if required under the student(s)' IEP will be billed by Complete Rehab directly to the SENDING DISTRICT.
2. THE RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for the students receiving services pursuant to this amount of such tuition is based upon the RECEIVING SCHOOL DISTRICT'S actual costs to educate such students set forth in the attached schedule, and upon the request of the SENDING DISTRICT, the RECEIVING DISTRICT shall provide verification of the actual cost for such tuition.
3. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
4. The SENDING DISTRICT shall be responsible for the costs of transporting the students listed in Schedule A to and from the RECEIVING DISTRICT.

F. INSURANCE:

1. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the SENDING DISTRICT (and the Board of Education) as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT, its officers, agents, or employees in connection with the performance of the RECEIVING DISTRICT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence, subject to an annual aggregate of Three Million Dollars (\$3,000,000.00).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. There shall be a thirty (30) day written notice to the SENDING DISTRICT in the event of cancellation or non-renewal.
4. Upon execution of this Agreement, the RECEIVING DISTRICT shall supply the SENDING DISTRICT with a Certificate of Insurance which includes the SENDING DISTRICT (and the Board of Education) as additional insured, a copy of the Declaration pages of said policy/policies, and a copy of the Additional Insured Endorsement.

G. TERMINATION:

1. Either the SENDING DISTRICT or the RECEIVING DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
3. In the event the SENDING DISTRICT or the RECEIVING DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

H. NOTICES:

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

To Sending District:

Bernadette Burns
Superintendent of Schools
Michael & Christine Freyer Building
100 Sherman Avenue
West Islip, New York, 11795

To Receiving District:

Charles T. Russo, Ed.D.
Interim Superintendent of Schools
East Moriches Union Free School District
9 Adelaide Avenue
East Moriches, New York 11940

I. SUCCESSORS AND ASSIGNS:

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

J. WAIVER OF RIGHTS:

1. 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.

K. SEVERABILITY:

1. 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.

L. GOVERNING LAW:

1. 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

M. ENTIRE AGREEMENT:

1. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
2. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

West Islip UFSD

EAST MORICHES UFSD

By:
President, Board of Education

By:
President, Board of Education

Date _____

Date _____

INSTRUCTIONAL SERVICES CONTRACT

This Agreement is entered into this 1st day of September, 2021 by and between the Board of Education of the West Islip Union Free School District (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at Michael & Christine Freyer Building, 100 Sherman Avenue, West Islip, New York, 11795, and the East Moriches Union Free School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 9 Adelaide Avenue, East Moriches, New York 11940.

W I T N E S S E T H

WHEREAS the SENDING DISTRICT is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students; and

WHEREAS, the RECEIVING DISTRICT is a public school district within the State of New York authorized to provide educational services to students;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

1. The term of this Agreement shall be from September 1, 2021 through June 30, 2022, inclusive, unless terminated early as provided for in this Agreement. It is understood that neither party is under any obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

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

1. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

C. SERVICES AND RESPONSIBILITIES:

1. The RECEIVING DISTRICT shall provide to the students listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, instruction services and Special Education and Related Services as set forth in each student's Individual Education Plan (IEP), with the exception that the Related Services required in each student's IEP, if any, will be provided by

Complete Rehab pursuant to a separate contract to be entered into between Complete Rehab and the SENDING DISTRICT.

- a. The SENDING DISTRICT shall give written notice to the RECEIVING DISTRICT if the student(s) is to be deleted from the Confidential Schedule A. Such notice shall be given thirty (30) days in advance or as soon as the SENDING DISTRICT becomes aware of the student terminating attendance in the RECEIVING DISTRICT'S program. In the event that a student is deleted during the term of this Agreement, the payment amount owed by the SENDING DISTRICT shall be adjusted accordingly.
2. The services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with State curriculum and standards.
3. The RECEIVING DISTRICT agrees to submit to the SENDING DISTRICT, upon request, progress of the services rendered.
4. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement.
5. The RECEIVING DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
6. The RECEIVING DISTRICT shall make qualified personnel available to participate in meetings via telephone of the SENDING DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.
7. The RECEIVING DISTRICT shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act including background checks and fingerprinting of all staff directly providing services to students. If requested, the RECEIVING DISTRICT shall provide the SENDING DISTRICT with the proof of clearance for employment from the New York State Education Department.
8. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to tender full reports concerning the education and progress of the students to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of the students covered by the terms of this Agreement.
9. Upon reasonable prior written notice, the RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.

10. In the event that the parent or person in parental relation to the students receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.
11. The SENDING DISTRICT shall promptly notify the RECEIVING DISTRICT of any modifications of the student's IEP.

D. REPRESENTATIONS:

1. The RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence. Upon the execution of this Agreement, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to the students under this Agreement.
2. In the event that the required license/certification of any agent or employee of the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

E. COMPENSATION:

1. The cost of the Related Services provided by Complete Rehab, including but not limited to OT and PT, if required under the student(s)' IEP will be billed by Complete Rehab directly to the SENDING DISTRICT.
2. The cost of the Behavior Consultation in School, per student, as per current IEP, will be provided by the Institute for Children with Autism; however if Institute for Children with Autism is unable to provide such services or the parties decide they no longer want Institute for Children with Autism to provide such services, they will be provided by an agency that is mutually agreeable to the parties. The RECEIVING DISTRICT will pay these charges directly to the Institute for Children with Autism, or pursuant to the circumstances above, to an agency that is mutually agreeable to the parties. The SENDING DISTRICT will reimburse the RECEIVING DISTRICT for those charges. THE RECEIVING DISTRICT will provide to the SENDING DISTRICT a copy of the monthly invoices and backup sheets paid by the RECEIVING DISTRICT. These costs will be added to the SENDING DISTRICTS' MONTHLY INVOICE.

3. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for the students receiving services in the amount of the Actual Cost per student based on the services provided by the RECEIVING DISTRICT under the student's current IEP, please see attachment (which is currently estimated at \$8,783.73 per month, but is subject to revision in accordance with the services actually rendered). The amount of such tuition is based upon the RECEIVING SCHOOL DISTRICT'S actual costs to educate such students set forth in the schedule, and upon the request of the SENDING DISTRICT, the RECEIVING DISTRICT shall provide verification of the actual cost for such tuition.
4. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
4. The SENDING DISTRICT shall be responsible for the costs of transporting the students listed in Schedule A to and from the RECEIVING DISTRICT.

F. INSURANCE:

1. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the SENDING DISTRICT (and the Board of Education) as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT, its officers, agents, or employees in connection with the performance of the RECEIVING DISTRICT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence, subject to an annual aggregate of Three Million Dollars (\$3,000,000.00).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. There shall be a thirty (30) day written notice to the SENDING DISTRICT in the event of cancellation or non-renewal.
4. Upon execution of this Agreement, the RECEIVING DISTRICT shall supply the SENDING DISTRICT with a Certificate of Insurance which includes the SENDING DISTRICT (and the Board of Education) as additional insured, a copy of the Declaration pages of said policy/policies, and a copy of the Additional Insured Endorsement.

G. TERMINATION:

1. Either the SENDING DISTRICT or the RECEIVING DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
3. In the event the SENDING DISTRICT or the RECEIVING DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

H. NOTICES:

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

To Sending District:

Bernadette Burns
Superintendent of Schools
Michael & Christine Freyer Building
100 Sherman Avenue
West Islip, New York, 11795

To Receiving District:

Dr. Charles T. Russo
Superintendent of Schools
East Moriches Union Free School District
9 Adelaide Avenue
East Moriches, New York 11940

I. SUCCESSORS AND ASSIGNS:

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

J. WAIVER OF RIGHTS:

1. 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.

K. SEVERABILITY:

1. 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.

L. GOVERNING LAW:

1. 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

M. ENTIRE AGREEMENT:

1. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
2. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

West Islip UFSD

EAST MORICHES UFSD

By:
President, Board of Education

By:
President, Board of Education

Date _____

Date _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **July, 2021**, by and between the Board of Education of the West Islip School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York, and Dr. Rebecca Fontanetta, Fontanetta Neuropsychology, (hereinafter the "CONSULTANT"), having a principal mailing address of 755 New York Avenue, Suite 230, Huntington, New York 11743

A. TERM

1. The term of this Agreement shall be from **July 1, 2021 through June 30, 2022** and inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

Independent Educational Evaluation – Neuropsychological

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation - \$3,800.00

E. INSURANCE

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

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

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Fontanetta Neuropsychology, PLLC

West Islip Union Free School District

BY:


Dr. Rebecca Fontanetta

BY:

President, Board of Education

Fontanetta Neuropsychology, PLLC

425 New York Avenue, Suite 109
Huntington, NY 11743
(631) 505-3671
fontanettaneuropsychology.com



Rate Sheet 2021-2022

Gifted Intellect Assessment.....	\$1500
Psychiatric Evaluation.....	\$2200
Comprehensive Neuropsychological Evaluation.....	\$3800
CSE Meeting Attendance.....	No Charge

Rebecca Fontanetta, PsyD
Pediatric Neuropsychologist
Fontanetta Neuropsychology, PLLC
NYS License #022179

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

Dr. Rebecca Fontanetta, Fontanetta Neuropsychology

Supplemental Agreement dated this 1st day of July, 2021 between the WEST ISLIP UNION FREE SCHOOL DISTRICT (the "District"), located at 100 SHERMAN AVENUE, WEST ISLIP, NEW YORK, 11795, **Dr. Rebecca Fontanetta, Fontanetta Neuropsychology** (the "Contractor") located at 755 New York Avenue, Suite 230, Huntington, New York 11743.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or a copy may be obtained by writing to:

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

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

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

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

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

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

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

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

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

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

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

data encryption, passwords, physically
locked drawers, cabinets, office cub

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

Fontanetta Neuropsychology, PLLC

WEST ISLIP UFSD

By: 

By: _____

Print Name: Dr. Rebecca Fontanetta

Print Name: _____

Title: Neuropsychologist

Title: President, Board of Education

Date: 8/23/21

Date: _____

AGREEMENT

This Agreement is entered into this _____ day of _____, 2019 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 Avenue, West Islip, New York 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, New York 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, 2019 through June 30, 2022 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. West Islip Union Free School District/DISTRICT OF LOCATION shall be entitled to recover from Herricks Union Free School District/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."

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.

2. Requests for payment by DISTRICT OF LOCATION shall be made by submission of a detailed written invoice provided to DISTRICT OF RESIDENCE at the conclusion of the given school year. The written invoice will reference 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. INDEMNIFICATION:

1. To the fullest extent permitted by law, DISTRICT OF LOCATION agrees to defend, indemnify and hold harmless DISTRICT OF RESIDENCE, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of DISTRICT OF LOCATION, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
2. To the fullest extent permitted by law, DISTRICT OF RESIDENCE agrees to defend, indemnify and hold harmless DISTRICT OF LOCATION, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and

expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of DISTRICT OF RESIDENCE, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

E. 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.

F. 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:
Mrs. Elisa Pellati
West Islip UFSD
100 Sherman Avenue
West Islip, NY 11795
 - TO DISTRICT OF LOCATION:
Herricks UFSD
999-B Herrick 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 supercedes all prior or

contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

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 Nassau, 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 his/her age, race, creed, color, national origin, sexual orientation, 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 his/her age, race, creed, color, national origin, sexual orientation, 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.

West Islip Union Free School District

Herricks Union Free School District

By: _____

By: Henry R. Failla

Date: _____

Date: 8/20/2021

**WEST ISLIP UFSD
DISTRICT EMERGENCY RESPONSE PLAN**

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

Revised and approved by the Board of Education **/**/2021

TABLE OF CONTENTS

Overview	
Introduction.....	3
Purpose.....	3
Definitions.....	4
Risk Reduction/Prevention and Intervention Strategies	
Annual Training.....	6
Drills.....	7
School Security.....	7
Building Site Information.....	7
Early Detection of Potentially Violent Behavior.....	7
Responses to Violent Behavior.....	7
Emergency Response Protocols	
Notification and Activation.....	9
Internal Communications.....	9
Situational Emergencies	
Abduction/Missing Student.....	10
Acts of Violence.....	10
Bomb Threats.....	11
Civil Disturbance.....	11
Implied or Direct Threats of Violence.....	11
Intrusion.....	11
Taking of a Hostage.....	12
Medical Emergencies	
Epidemic/Pandemic.....	12
Food Poisoning.....	13
Individual Student Emergency.....	13
School Bus Accident.....	13
Weather-Related Emergencies	
Hurricane/Tropical Storm.....	13
Thunderstorm/Lightning Storm.....	13
Tornado.....	14
Winter Storm.....	14
Natural Disasters	
Earthquake.....	14
Flood.....	14
Technological/Chemical Hazards	
Air Pollution.....	14
Gas Leak.....	15
Hazardous Materials (off site).....	15
Hazardous Materials (on site).....	15
Power Outage.....	15
Radiological Incident.....	15
Communication	
Media Notification.....	16
Parent Notification and Responsibilities.....	16
Directory	
District-Wide School Safety Team.....	17
Chief Emergency Officer.....	17
Building Safety Coordinators.....	17
Essential Employees.....	17
Outside Agencies – Suffolk County.....	18
Outside Agencies – New York State.....	18
Outside Agencies – Federal.....	18

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. 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) leave 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
Bernadette Burns	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

Bernadette Burns	Superintendent of Schools	b.burns@wi.k12.ny.us	631-930-1560
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BUILDING SAFETY COORDINATORS

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

WI
West Islip Public Schools

2021-2022
RESOLUTION FOR THE CERTIFICATION OF LEAD EVALUATORS
REVISED

BE IT RESOLVED, that, the administrators listed below are hereby certified as Qualified Lead Evaluators of teachers, having successfully completed the training requirements prescribed in 8 NYCRR §30-2.9(b), including:

- 1) The New York State Teaching Standards, and their related elements and performance indicators;
- 2) Evidence-based observation techniques that are grounded in research;
- 3) Application and use of the student growth percentile model and the value-added growth model as defined in 8 NYCRR §30-2.2;
- 4) Application and use of the State-approved rubrics selected by the West Islip UFSD for use in the evaluation of teachers, including training on the effective application of such rubric to observe a teacher's practice;
- 5) Application and use of the assessment tools that the West Islip UFSD utilizes to evaluate its teachers, including but not limited to a structured review of lesson plans, student portfolios and other teacher artifacts;
- 6) Application and use of the State-approved locally selected measures of student achievement used by the West Islip UFSD to evaluate its teachers;
- 7) The scoring methodology utilized by the Department and the West Islip UFSD to evaluate a teacher under 8 NYCRR Subpart 30-2, including:
 - a) how scores are generated for each subcomponent and the composite effectiveness score of teachers, and
 - b) application and use of the scoring ranges prescribed by the Commissioner for the four designated rating categories used for the overall rating of teachers and their subcomponent ratings; and
- (8) Specific considerations in evaluating teachers of English language learners and students with disabilities.
- (9) Training on the use of the Statewide Instructional Reporting System, as required by 8 NYCRR Subpart 30-2.9 (b).

Eric Albinder	James Gilmartin	John Mullins
Karen Appollo	James Grover	Andrew O'Farrell
Justin Arini	Amanda Harvey	Rhonda Pratt
Anthony Bridgeman	Timothy Horan	David Rubano
Gail Daugherty	Debbie Langone	Lynn Summers
Lisa DiSibio	Lauren Lay	Brian Taylor
Jeanne Dowling	Jack Maniscalco	Michelle Walsh
Donna Flynn	Daniel Marquardt	Vanessa Williams

This certification has been issued in accordance with the process for certifying lead evaluators described in the West Islip UFSD Annual Professional Performance Review Plan.

MEMORANDUM OF AGREEMENT

WHEREAS, it has been the practice for the members of the West Islip Teachers Association (“WITA”) employed by the West Islip Union Free School District (the “District”) to indicate their arrival and departure at school by initialing an attendance log in the main office of District buildings; and

WHEREAS, the District and WITA have discussed potential health concerns caused by the proximity of teachers signing in at the main office during the COVID-19 pandemic; and

WHEREAS, the District and WITA wish to memorialize an agreement reached with respect to WITA members recording attendance during the 2021-22 school year.

NOW, THEREFORE, it is hereby agreed as follows:

1. For the 2021-22 school year, teachers will note their arrival and departure from school by logging in and out of the Timepiece software program utilized by the District.

2. The sign-in/sign-out procedure as set forth in this Agreement shall be for the 2021-22 school year only and shall sunset on June 30, 2022 at which time it shall revert to the procedure in effect prior to the 2020-2021 school year.

3. The intent of the installation of the Timepiece software by the District is solely for the purpose of signing into and out of the building each day at the beginning and end of a shift, respectively. The purpose of the software is not to monitor or observe unit members. The District shall not, however, be precluded from utilizing the software for administrative action or discipline relating to time and/or attendance issues, in accordance with applicable law and the collective bargaining agreement, in the event of an incident(s) of which a teacher may be a part.

4. The parties understand and agree that in connection with webcams being utilized in the classroom, the District will defend and indemnify teachers, pursuant to the Education Law, in connection with actions or proceedings against teachers arising out of the performance of their duties within the scope of their employment, and insurance procured by the District in connection with such claims and proceedings in place for the protection of teachers.

5. Except as specifically set forth herein, this Agreement shall not be construed as modifying any of the terms of the CBA as between the District and WITA, or any practices which may exist as between the parties.

6. This Agreement shall not be precedent setting and shall not be utilized by any party in any grievance, arbitration or claim of any kind except as necessary to enforce its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates set forth below.

West Islip Union Free School District

By: _____
Anthony Tussie
President

Dated: _____

West Islip Teachers Association

By: 
Joseph Dixon
President

Dated: 8/31/21

ATTENDANCE MEMORANDUM OF AGREEMENT

WHEREAS, it has been the practice for the members of the West Islip Nurses' Chapter of WITA ("Nurses") employed by the West Islip Union Free School District (the "District") to indicate their arrival and departure at school by initialing an attendance log in the main office of District buildings; and

WHEREAS, the District and the Nurses have discussed potential health concerns caused by the proximity of Nurses signing in at the main office during the COVID-19 pandemic; and

WHEREAS, the District and the Nurses wish to memorialize an agreement reached with respect to Nurses recording attendance during the 2021-22 school year.

NOW, THEREFORE, it is hereby agreed as follows:

1. For the 2021-22 school year, Nurses will note their arrival and departure from school by logging in and out of the Timepiece software program utilized by the District.

2. The sign-in/sign-out procedure as set forth in this Agreement shall be for the 2021-22 school year only and shall sunset on June 30, 2022.

3. The intent of the installation of the Timepiece software by the District is solely for the use of signing into and out of the building each day at the beginning and end of a shift, respectively. The purpose of the software is not to monitor or observe unit members. The District shall not, however be precluded from utilizing the software for administrative action or discipline, in accordance with the law and the collective bargaining agreement, in the event an incident(s) of which a unit member may be a part.

4. Except as specifically set forth herein, this Agreement shall not be construed as modifying any of the terms of the CBA as between the District and the Nurses, or any practices which may exist as between the parties.

5. This Agreement shall not be precedent setting and shall not be utilized by any party in any grievance, arbitration or claim of any kind except as necessary to enforce its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates set forth below.

West Islip Union Free School District

By: _____
Anthony Tussie
President

Dated: _____

8/17/2021

West Islip Nurses' Chapter of WITA

By: Sharon Kerrigan
Sharon Kerrigan
President

Dated: 8/31/2021

ATTENDANCE MEMORANDUM OF AGREEMENT

WHEREAS, it has been the practice for the members of the West Islip Teachers' Association Teaching Assistants' Chapter ("Teaching Assistants") employed by the West Islip Union Free School District (the "District") to indicate their arrival and departure at school by initialing an attendance log in the main office of District buildings; and

WHEREAS, the District and the Teaching Assistants have discussed potential health concerns caused by the proximity of Teaching Assistants signing in at the main office during the COVID-19 pandemic; and

WHEREAS, the District and WITA wish to memorialize an agreement reached with respect to Teaching Assistants members recording attendance during the 2021-22 school year.

NOW, THEREFORE, it is hereby agreed as follows:

1. For the 2021-22 school year, Teaching Assistants will note their arrival and departure from school by logging in and out of the Timepiece software program utilized by the District.
2. The sign-in/sign-out procedure as set forth in this Agreement shall be for the 2021-22 school year only and shall sunset on June 30, 2022.
3. The intent of the installation of the Timepiece software by the District is solely for the use of signing into and out of the building each day at the beginning and end of a shift, respectively. The purpose of the software is not to monitor or observe unit members. The District shall not, however be precluded from utilizing the software for administrative action or discipline, in accordance with the law and the collective bargaining agreement, in the event an incident(s) of which a unit member may be a part.
4. Except as specifically set forth herein, this Agreement shall not be construed as modifying any of the terms of the CBA as between the District and Teaching Assistants, or any practices which may exist as between the parties.
5. This Agreement shall not be precedent setting and shall not be utilized by any party in any grievance, arbitration or claim of any kind except as necessary to enforce its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates set forth below.

West Islip Union Free School District

8/18/2020

By: _____
Anthony Tussie
President

Dated: _____

West Islip Teaching Assistants' Chapter
West Islip Teachers' Association

By: Linda Flandina
Linda Flandina
President

Dated: 8/31/21

8/30/21

MEMORANDUM OF AGREEMENT

WHEREAS, the West Islip Union Free School District (the "District") and Teamsters Local 237 (the "Union") wish to memorialize an Agreement pursuant to which the District will allow Union members to carry over vacation days from their 2020-2021 school year accruals for use pursuant to the terms and conditions set forth herein; and

WHEREAS, a Collective Bargaining Agreement ("CBA") exists between the District and the Union for the period July 1, 2016 through June 30, 2020, which agreement continues in full force and effect; and

WHEREAS, Article VII(E)(3)(f) of the CBA states that operations and maintenance department employees are entitled to carry over up to five (5) vacation days earned in one school year to the following school year, which days must be used prior to September 1 of the year into which the days are carried; and

WHEREAS, due to the unusual circumstances regarding the coronavirus crisis, the District wishes to permit Union operations and maintenance members to use carried over vacation days from their 2020-2021 school year accruals by October 31, 2021; and

WHEREAS, the parties to this Agreement wish to memorialize an agreement regarding Union operations and maintenance members' right to carry over vacation days unused during the 2020-2021 school year.

NOW, THEREFORE, it is hereby agreed as follows:

1. Union operations and maintenance members shall be permitted to use vacation days carried over from the 2020-21 school year pursuant to Article VII(E)(3)(f) of the CBA until October 31, 2021.
2. This Agreement shall not be precedent setting and shall not be utilized by any party to this Agreement in any grievance, arbitration or claim of any kind except as necessary to enforce its terms.
3. Except as specifically set forth herein, this Agreement shall not be construed as modifying any of the terms of the CBA as between the District and the Union, or any practices which may exist as between the parties.
4. To be in force and effect, this Agreement must be approved by the Board of Education.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates set forth below.

West Islip Union Free School District

By: _____
Anthony Tussie
President

Dated: _____

Teamsters Local 237

By:  _____
Ben Carezza
Long Island Director

Dated: 8-31-21